

## Multifamily MBS Prospectus



### **Guaranteed Mortgage Pass-Through Certificates (Multifamily Residential Mortgage Loans)**

#### **The Certificates**

We, the Federal National Mortgage Association or Fannie Mae, will issue the guaranteed mortgage pass-through certificates or MBS certificates. Each issue of certificates will have its own identification number and will represent the beneficial ownership in a distinct pool of one or more mortgage loans secured by multifamily properties that contain at least five residential units or in a pool of participation interests in loans of that type.

#### **Fannie Mae Guaranty**

We guarantee to each MBS trust that we will supplement amounts received by that MBS trust as required to permit timely payments of interest and principal on the certificates. **The certificates and payments of principal and interest on the certificates are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae. We alone are responsible for making payments under our guaranty.**

**Consider carefully the risk factors section beginning on page 11. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.**

**The certificates are exempt from registration under the Securities Act of 1933, as amended, and are “exempted securities” under the Securities Exchange Act of 1934, as amended. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these certificates or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**The date of this Prospectus is September 1, 2007**

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## INFORMATION ABOUT THIS PROSPECTUS AND PROSPECTUS SUPPLEMENTS

We will provide information that supplements this prospectus in connection with each issue of certificates. We will either deliver these documents electronically to parties who request them in accordance with our procedures or we will provide electronic copies of this prospectus and the prospectus supplement for each issuance of certificates on our Web site shown below. This prospectus and the prospectus supplement for each issuance of certificates also will be available to you in paper form upon request. The disclosure documents for any particular issue of certificates are this prospectus and the prospectus supplement, together with any information incorporated in these documents by reference as discussed below under the heading **“INCORPORATION BY REFERENCE.”** We also provide updated information and corrections regarding mortgage loan pools through our “PoolTalk®” application and other locations on our Web site shown below. **In determining whether to purchase any issue of certificates in any initial offering, you should rely ONLY on the information in this prospectus, the related prospectus supplement and any information that we have otherwise incorporated into these documents by reference. You should not rely on any unauthorized information or representation and should not solicit lenders, primary servicers or others for additional and/or more current information about the loans in your pool.**

Each prospectus supplement will include information about the pooled multifamily mortgage loan or loans backing that particular issue of certificates and about the certificates themselves. Unless otherwise stated in this prospectus or a related prospectus supplement, information about the mortgage loans will be the most current information available to us as of the issue date stated in the prospectus supplement, which is the first day of the month in which the certificates are being issued. Because each prospectus supplement will contain specific information about a particular issue of certificates, you should rely on the information in the prospectus supplement to the extent it is different from or more complete than the information in this prospectus.

Each prospectus supplement also may include a section under the heading “Recent Developments” that may contain additional summary information with respect to current events, including certain regulatory, accounting and financial issues affecting Fannie Mae.

Certificateholders should note that the certificates are not traded on any exchange and that the market price of a particular issue of certificates or a benchmark price may not be readily available.

You may obtain copies of this prospectus and the related prospectus supplement by writing to Fannie Mae, Attention: Fixed Income Investor Marketing, 3900 Wisconsin Avenue NW, Area 2H-3S, Washington, DC 20016 or by calling the Fannie Mae Helpline at (800) 237-8627 or (202) 752-7115. The prospectus supplement is typically available no later than two business days before settlement of the related issue of certificates. These documents generally will also be available on our corporate Web site at [www.fanniemae.com](http://www.fanniemae.com). We are providing our internet address solely for the information of prospective investors. We do not intend the internet address to be an active link. This means that we are not using this internet link to incorporate additional information into this prospectus or into any prospectus supplement.

## INCORPORATION BY REFERENCE

We are incorporating by reference in this prospectus the documents listed below. This means that we are disclosing information to you by referring you to these documents. These documents are considered part of this prospectus, so you should read this prospectus, and any applicable supplements, together with these documents.

You should rely on only the information provided or incorporated by reference in this prospectus and any applicable supplement. Moreover, you should rely only on the most current information.

We incorporate by reference the following documents that we have filed, or may file, with the SEC:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2006 (“Form 10-K”);
- all other reports we have filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Form 10-K until the date of this prospectus, including any quarterly reports on Form 10-Q and current reports on Form 8-K but excluding any information “furnished” to the SEC on Form 8-K; and
- all proxy statements that we file with the SEC and all documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this prospectus and before completion of the offering of the related certificates, but excluding any information we “furnish” to the SEC on Form 8-K.

You may read our SEC filings and other information about us at the offices of the New York Stock Exchange and the Chicago Stock Exchange. Our SEC filings are also available at the SEC’s Web site at [www.sec.gov](http://www.sec.gov). You also may read and copy any document we file with the SEC by visiting the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC 20549. Please call the SEC at (800) SEC-0330 for further information about the operation of the Public Reference Room. We are providing the address of the SEC’s Web site solely for the information of prospective investors. We do not intend the internet address to be an active link. This means that information that appears on the SEC’s Web site is not incorporated into this prospectus, except as specifically stated in this prospectus.

You may obtain copies of periodic reports that we file with the SEC and all documents incorporated by reference into this prospectus without charge from our Office of Investor Relations, Fannie Mae, 3900 Wisconsin Avenue, NW, Washington, DC 20016 (telephone: (202) 752-7115).

**SUMMARY**

This summary highlights information contained elsewhere in this prospectus. As a summary, it speaks in general terms without giving details or discussing any exceptions. Before buying any issue of certificates, you should have the information necessary to make a fully informed investment decision. For that, you must read this prospectus in its entirety (as well as any documents to which we refer you in this prospectus), and the related prospectus supplement for that issue.

Security . . . . . Guaranteed Mortgage Pass-Through Certificates (Multi-family Residential Mortgage Loans).

Issuer and Guarantor . . . . . Fannie Mae, a federally chartered and stockholder-owned corporation.

**The certificates and payments of principal and interest on the certificates are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae. We alone are responsible for making payments on our guaranty.**

Description of Certificates . . . . . Each certificate will represent an undivided beneficial ownership interest in a pool of one or more multifamily mortgage loans or a pool of participation interests in multifamily mortgage loans. We will issue the certificates in book-entry form on the book-entry system of the U.S. Federal Reserve Banks, unless we specify a different system in the related prospectus supplement. The book-entry certificates will not be convertible into physical certificates.

Minimum Denomination . . . . . We will issue the certificates in minimum denominations of \$1,000 with additional increments of \$1.

Issue Date . . . . . The first day of the month in which the certificates are issued.

Settlement Date . . . . . The settlement date for the certificates will occur no later than the last business day of the month in which the issue date occurs.

Distribution Date . . . . . The 25th day of each month is the date designated for payments to certificateholders (unless a different date is specified in the prospectus supplement). If that day is not a business day, payment will be made on the next business day. The first distribution date for an issue of certificates will occur in the month following the month in which the certificates are issued. For example, if an issue date is March 1st, the first distribution date will be April 25th or, if April 25th is not a business day, the first business day after April 25th (unless a different date is specified in the prospectus supplement).

Maturity Date . . . . . The maturity date is the date specified in the prospectus supplement for each issue of certificates.

Interest . . . . . We will pay interest on the certificates each month on the distribution date.

If a pool contains fixed-rate mortgage loans, we will pay to certificateholders interest at the fixed pass-through rate stated in the related prospectus supplement.

If a pool contains adjustable-rate mortgage loans (other than those loans permitting negative amortization), we will pay to certificateholders an amount of interest at a variable pass-through rate (referred to as the pool accrual rate). The initial pool accrual rate is specified in the related prospectus supplement.

If a pool contains adjustable-rate mortgage loans permitting negative amortization, we will pay to certificateholders an amount of interest at the variable pool accrual rate minus the aggregate amount of any deferred interest that is added to the principal balance of the mortgage loans. The related prospectus supplement will state when a pool contains adjustable-rate mortgage loans permitting negative amortization.

Interest on the certificates may be calculated using a variety of methods. The related prospectus supplement will specify the method being used for a specific issue of certificates.

Principal. . . . .

We receive collections on the mortgage loans on a monthly basis. The period we use to differentiate between collections in one month and collections in another month is called the due period. The due period is the period from and including the second calendar day of the preceding month to and including the first calendar day of the month in which the distribution date occurs.

On each distribution date, we will pass through to certificateholders:

- the aggregate amount of the borrowers' scheduled principal payments for the related due period; and
- the aggregate amount of all unscheduled principal payments received during the applicable periods:
  - the stated principal balance of mortgage loans that were prepaid in full during the calendar month immediately preceding the month in which the distribution date occurs;
  - the stated principal balance of mortgage loans that were purchased from the pool during the calendar month immediately preceding the month in which the distribution date occurs; and
  - the amount of any partial prepayments on mortgage loans that occurred during the calendar month immediately preceding the month in which the distribution date occurs (or during the second preceding calendar month for pools of loans from our portfolio that require remittance of actual payments instead of scheduled payments).

Prepayments in full received by the first business day of a month will be treated as if received on the last business day of the preceding calendar month and will be passed through on the distribution date in the month of actual receipt. For example, if a prepayment in full is actually received on February 1st, it will be treated as if it had been received on January 31st and therefore be passed through on February 25th (or the next business day, if February 25th is not a business day).

Prepayments . . . . . Some mortgage loans allow prepayment at any time. Other loans prohibit prepayment during an initial period but allow prepayment later in the term. When prepayment is permitted, the borrower may be assessed a prepayment premium. Prepayment premiums may be in the form of yield maintenance, a fee equal to a declining percentage of the unpaid principal balance or other forms. The prospectus supplement will specify when prepayments would be permitted on the multifamily loans in the pool, whether any prepayment premiums would be assessed and whether any of the prepayment premiums, if collected, would be shared with you. We do not guarantee to any trust the payment of any prepayment premiums.

Defeasance . . . . . A multifamily mortgage loan may prohibit voluntary prepayments of principal during all or a substantial portion of its term but permit the borrower to defease the loan. If the loan is defeased, the lien on the mortgaged property will be released, and the loan will no longer qualify as a “loan secured by an interest in real property.”

Monthly Pool Factors . . . . . On or about the fourth business day of each month, we will publish the monthly pool factor for each issue of certificates. If you multiply the monthly pool factor by the original principal balance of the certificates, you will obtain the current principal balance of the certificates, after giving effect to the monthly principal payment to be passed through on the distribution date in that month. The most current pool factor is generally available on PoolTalk®, which is found on our Web site.

Business Day . . . . . Any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank in the district where the certificate account is maintained is closed.

Guaranty . . . . . On each distribution date, we guarantee to each MBS trust that we will supplement amounts received by that MBS trust as required to permit payments on the certificates in an amount equal to:

- the aggregate amounts of scheduled and unscheduled principal payments described in the second paragraph under “—Principal” in this Summary; and



- an amount equal to one month’s interest on the certificates.
  - If a pool is a fixed-rate pool, we guarantee payment of interest at the stated pass-through rate specified in the prospectus supplement.
  - If a pool is an adjustable-rate pool without any mortgage loans that permit negative amortization, we guarantee payment of interest calculated at the pool accrual rate.
  - If a pool is an adjustable-rate pool with mortgage loans that permit negative amortization, we guarantee payment of interest calculated at the pool accrual rate minus the aggregate amount of any deferred interest that is added to the principal balance of the mortgage loans.

In addition, we guarantee to that MBS trust the full and final payment of the unpaid principal balance of the certificates on the distribution date in the month of the maturity date specified in the prospectus supplement.

Our guaranty runs directly to the MBS trust and not directly to certificateholders. As a result, certificateholders do not have any rights to bring proceedings directly against Fannie Mae to enforce our guaranty except in the limited circumstances described below under **“DESCRIPTION OF THE CERTIFICATES—Certificateholder Rights.”**

Master Servicing/Servicing . . . . . We are responsible as master servicer for certain duties. We generally contract with mortgage lenders to perform servicing functions for us, subject to our supervision. We refer to these servicers as our primary servicers. For a description of our duties as master servicer and the responsibilities of our primary servicers, see **“DESCRIPTION OF THE CERTIFICATES—Collection and Other Servicing Procedures.”**

Trust Agreement . . . . . Each issue of certificates is issued in accordance with the provisions of the Multifamily Master Trust Agreement. We summarize certain pertinent provisions of the trust agreement in this prospectus. You should refer to the trust agreement for a complete description of your rights and obligations as well as those of Fannie Mae in its various capacities.

Trustee . . . . . We serve as trustee for each issue of certificates pursuant to the terms of the trust agreement and a related issue supplement.

Paying Agent . . . . . The paying agent is an entity designated by us to perform the functions of a paying agent. The Federal Reserve Bank of New York currently serves as the paying agent for us on our mortgage pass-through certificates.

Fiscal Agent . . . . . The fiscal agent is an entity designated by us to perform certain administrative functions for the MBS trusts. The



Federal Reserve Bank of New York currently serves as our fiscal agent for our MBS certificates.

Multifamily Mortgage Pools and Loans . . . . .

Each mortgage pool will contain the multifamily mortgage loans (or participation interests in the mortgage loans) described in the related prospectus supplement, which may include the following:

- Fixed-rate loans with balloon payments at maturity.
- Loans that are fixed-rate loans for a portion of their terms and that then become adjustable-rate loans for the remainder of their terms, with balloon payments at maturity.
- Adjustable-rate loans with balloon payments at maturity but no deferred interest.
- Fixed-rate loans or adjustable-rate loans with monthly payments of interest only during a specified initial period, followed by monthly payments of principal and interest for the remaining loan term, with balloon payments at maturity.
- Fixed-rate loans or adjustable-rate loans with monthly payments of interest only during their entire term, with balloon payments at maturity.
- Fixed-rate loans or adjustable-rate loans that fully amortize over their terms.
- Adjustable-rate loans that permit deferred interest (which is added to the outstanding principal balance of the mortgage loans) as a result of negative amortization, with balloon payments at maturity.

Mortgage Collateral . . . . .

Unless a loan is later defeased, each multifamily mortgage loan will be secured by a first or subordinate lien on a residential property that contains five or more dwelling units and that is one or more of the types listed below. Many multifamily properties are also considered to be affordable housing.

- Apartment buildings and communities (which may include small multifamily properties)
- Seniors housing facilities
- Cooperative housing projects
- Manufactured housing communities
- Student housing
- Rural housing
- Military housing

We require each multifamily mortgage loan to meet our published standards for loans that we purchase, subject to

our right to waive or change those standards from time to time.

No Optional Termination . . . . . We have no clean-up call option. That is, we have no right to terminate an MBS trust early when the unpaid principal balance of a pool reaches a certain amount or reaches a certain percentage of the original issue date unpaid principal balance of that pool.

Federal Tax Consequences . . . . . Each multifamily mortgage pool will be classified as a fixed investment trust. Each beneficial owner of a certificate will be treated as the owner of a pro rata undivided interest in each of the multifamily mortgage loans included in that pool. Accordingly, each owner will be required to include in income its pro rata share of the entire income from each loan in the pool and, generally, will be entitled to deduct its pro rata share of the expenses of the trust, subject to the limitations described in this prospectus.

Legal Investment Considerations . . . Under the Secondary Mortgage Market Enhancement Act of 1984, the certificates offered by this prospectus and the related prospectus supplement will be considered to be “securities issued or guaranteed by . . . the Federal National Mortgage Association.” Nevertheless, you should consult your own legal advisor to determine whether and to what extent the certificates of a series constitute legal investments for you.

ERISA Considerations . . . . . For the reasons discussed under “**ERISA CONSIDERATIONS**” in this prospectus, investment by a plan in the certificates will not cause the assets of the plan to include the multifamily mortgage loans underlying the certificates or cause the sponsor, trustee and servicers of the mortgage pool to be subject to the fiduciary provisions of the Employee Retirement Income Security Act (ERISA) or the prohibited transaction provisions of ERISA or section 4975 of the Internal Revenue Code of 1986.

## RISK FACTORS

We have listed below some of the principal risks associated with an investment in the certificates. We may identify additional risks associated with a specific offering of certificates in the related prospectus supplement. Because each investor has different investment needs and different risk tolerances, you should consult your own financial and legal advisors to determine whether the certificates are a suitable investment for you.

### INVESTMENT FACTORS:

**The certificates may not be a suitable investment for you.**

The certificates are complex financial instruments. They are not a suitable investment for every investor. Before investing, you should:

- have sufficient knowledge and experience to evaluate (either alone or with the help of a financial or legal advisor) the merits and risks of the certificates and the information contained in this prospectus, the applicable prospectus supplement, and the documents incorporated by reference;
- understand thoroughly the terms of the certificates;
- be able to evaluate (either alone or with the help of a financial or legal advisor) the economic, interest rate and other factors that may affect your investment;
- have sufficient financial resources and liquidity to bear all risks associated with the certificates; and
- investigate any legal investment restrictions that may apply to you.

You should exercise particular caution if your circumstances do not permit you to hold the certificates until maturity.

### YIELD AND PREPAYMENT FACTORS:

#### *Yield*

**Mortgage loans in the pool could be repaid at a different speed than you expect, affecting the timing of return of principal on your certificates.**

If mortgage loans in the pool backing your certificates are repaid at a different speed than you expect when you purchase the certificates, the return on your investment in the certificates could be less than you expect. If the loans are repaid more quickly than you expect, the principal on your certificates will be repaid to you sooner than you expect. Depending on then-prevailing economic conditions and interest rates, you may not be able to reinvest those proceeds at a yield that is equal to or greater than the yield on your certificates. If the loans are repaid more slowly than you expect, the principal of your certificates will be repaid to you later than you expect. Your ability to reinvest these funds would therefore be delayed. If the yield on your certificates is lower than comparable

investments available when your certificates prepay or mature, you will be at a disadvantage by not having as much principal available to reinvest, and by having your investment dollars remain invested in the certificates for a longer period than you expect. Some of the specific reasons that mortgage loans could be repaid at a rate that differs from your expectations are described below.

**Mortgage loans in the pool may be defeased, eliminating the possibility of an early repayment of principal and slowing the rate of return of principal on your certificates.**

The pool backing your certificates may include a mortgage loan that is eligible for defeasance during its term. If the borrower elects to defease the loan, the borrower will deliver substitute collateral that will be used thereafter to make required principal and interest payments on the loan. As a result, once the loan is defeased, it will not be prepaid in whole or in part, voluntarily or involuntarily.

**Even if the mortgage loans are prepaid at a rate that on average is consistent with your expectations, variations in the rate of prepayment over time can significantly affect your yield.**

Generally, the earlier the payment of principal, the greater the effect on the yield to maturity. As a result, if the rate of principal prepayment during any period is faster or slower than you expect, a corresponding reduction or increase in the prepayment rate during a later period may not fully offset the effect of the earlier prepayment rate on your yield.

Because many multifamily pools consist of only one or two loans, a difference in prepayment rates between what you expect and what actually occurs may not only have a significant effect on your yield but also lead to a full prepayment of your certificate at a date much earlier or much later than you expect.

**The number and characteristics of loans will differ from pool to pool, causing prepayment speeds to differ for different issues of certificates.**

A multifamily pool may include a single loan, a mix of loans with differing characteristics or a group of loans originated at different times by different lenders. In addition, we purchase and securitize loans in two different product lines, each of which has different loan eligibility requirements and underwriting standards. Differences among the loan characteristics or differences among the eligibility and underwriting standards that were applied in the loan purchases may affect the likelihood that a borrower will prepay a loan under various prevailing economic circumstances or the likelihood that a borrower will become delinquent. Moreover, we change our loan eligibility requirements and underwriting standards from time to time. Thus, the differences among pools may affect whether prepayment of a particular issue of certificates will follow historical prepayment averages or prepayment averages of otherwise similar certificates issued concurrently. This is especially true for pools including only one loan or a small number of loans.

**A disproportionate incidence of prepayments and repurchases among adjustable-rate loans with different interest rates will affect your yield.**

**Certificateholders may not be entitled to prepayment premiums, and even if they are, our guaranty does not extend to the payment of prepayment premiums.**

Certificateholders in multifamily pools with more than one adjustable-rate loan receive a yield that is the weighted average of the loan rates, net of guaranty and servicing fees. That weighted average will change whenever a loan in the pool is prepaid, either in whole or in part, or is purchased out of the pool. A disproportionate incidence of prepayments and repurchases among loans with different interest rates will increase or decrease the effective yield to you.

While most fixed-rate multifamily loans require a borrower to pay a prepayment premium as a condition of voluntarily prepaying a loan, many adjustable-rate multifamily loans do not require the borrower to pay a prepayment premium. Moreover, even if a loan requires the borrower to pay a prepayment premium, payment of the prepayment premium may be waived under certain specified circumstances. See **“YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayment Premiums.”** In addition, unless the prospectus supplement provides otherwise, most multifamily loans do not require the borrower to pay a prepayment premium upon a full or partial prepayment resulting from the receipt of casualty insurance or condemnation proceeds.

Even if the borrower pays a prepayment premium, certificateholders may not be entitled to receive a share of those payments. The related prospectus supplement will state whether a share of any prepayment premiums would be passed through to you and, if so, will describe the calculation of your share. If certificateholders are entitled to share in any prepayment premiums, we will pass through a share of prepayment premiums only if, and to the extent that, the prepayment premiums are collected from borrowers. If we are unable to collect a prepayment premium, you will not receive any share of the prepayment premium. Moreover, if we collect a prepayment premium in the case where a borrower defaulted on the loan, you will not be entitled to share in the prepayment premium.

If no prepayment premium is collected or if you are not entitled to share in any prepayment premiums, you will not be fully compensated for the loss of future interest on your certificates resulting from refinancings or other early payoffs by borrowers. This would adversely affect your yield on the certificates. **We do not guarantee to any MBS trust the payment of any prepayment premiums.**

**If a multifamily loan in the pool backing your certificates permits reamortization of principal after receipt of casualty or condemnation proceeds, distributions will be reduced.**

Casualty or condemnation proceeds may be applied to reduce the unpaid principal balance of a loan. When proceeds have been so applied, some loans may permit or require reamortization of the remaining unpaid principal over the remaining amortization period. If a reamortization occurs, the amount of principal and interest paid by the borrower each month will be reduced. This reduction in payment will cause a corresponding reduction in the amount of principal and interest passed through to the certificateholders each month, affecting your yield.

### *Refinancing*

**Prevailing interest rates may decline, causing borrowers to prepay their loans and refinance at lower rates, accelerating the rate of return of principal on your certificates.**

If prevailing interest rates decline and borrowers are able to obtain new loans at lower rates, they are more likely to refinance their loans. Most multifamily loans require borrowers to pay prepayment premiums that discourage borrowers from prepaying. However, some loans may not require the payment of prepayment premiums at all or may require the payment of prepayment premiums for a period that is much shorter than the term of the loan, making these loans more likely to be refinanced during a time of declining interest rates. As a result, you may receive payments of principal of the certificates more quickly than you expect, at a time when reinvestment rates are lower.

**A mortgaged property may be sold and the mortgage loan in the pool backing your certificates may be refinanced, accelerating the rate of return of principal on your certificates.**

If a multifamily property is sold, the new owner may decide not to assume the existing mortgage loan even if the loan permits an assumption. Instead, the borrower may pay the loan in full, along with any required prepayment premium. As a result, you may receive payments of principal on the certificates more quickly than you expect.

**The mortgage origination industry may change its procedures and prices for refinancing mortgage loans, accelerating the rate of return of principal on your certificates.**

Mortgage originators are continually reviewing and revising procedures to streamline the process of refinancing loans. Sometimes these changes occur with our cooperation. Their changes may include reducing the documentation required to refinance loans and easing the underwriting standards. In addition, mortgage originators are working to find ways to reduce borrower costs to refinance. If mortgage loan originators are successful in streamlining procedures and reducing refinancing costs, borrowers may be encouraged to refinance their loans. An increase in the refinancing of loans in the pool backing your certificates will accelerate the rate of return of principal on your certificates.



**Prevailing interest rates could rise, or capital could become less available, causing borrowers not to prepay their loans, slowing the rate of return of principal on your certificates.**

If prevailing rates rise or if capital becomes less available, and borrowers are less able to obtain new loans at lower rates or to obtain loans at all, they may be less likely to refinance their existing loans. If borrowers do not refinance their loans, the loans in your pool may, on average, prepay more slowly than you expect. As a result, you could receive payments of principal on the certificates more slowly than you expect. Moreover, the certificates could remain outstanding longer than you expect, at a time when reinvestment rates are higher.

*Repurchase and Substitution Risk*

**The trust agreement requires us to repurchase loans under certain conditions and permits us to repurchase loans under other conditions, accelerating the rate of return of principal on your certificates.**

If certain events specified in the trust agreement occur, we are obligated to repurchase loans from a pool. If other events occur, we have the option to repurchase loans from a pool. See the discussion in “**YIELD, MATURITY, AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayment of Loans-Repurchases**” below. When a loan is repurchased, its stated principal balance is passed through to certificateholders, typically on the distribution date in the month following the month of repurchase. No prepayment premium is payable upon such a repurchase. Thus, a mandatory or optional repurchase pursuant to the trust agreement may accelerate the rate of repayment of principal on your certificates.

**Under the trust agreement, we may repurchase some or all of the loans from the pool backing your certificates due to a breach of representations and warranties, accelerating the rate of return of principal on your certificates.**

Each seller that sells multifamily loans to us makes various representations and warranties about itself and the loans. See “**FANNIE MAE PURCHASE PROGRAM—Seller Representations and Warranties**” below. If these representations and warranties were not true when they were made, we may require the seller to repurchase the affected loans at any time. The affected loans could be all of the loans in the pool or only a portion of the pool. When a loan is repurchased, its stated principal balance is passed through to certificateholders, typically on the distribution date in the month following the month of repurchase. No prepayment premium is payable upon such a repurchase. Thus, a breach of a representation and warranty may accelerate the rate of repayment of principal on your certificates.

**Under the trust agreement, we may substitute another loan for a loan that was repurchased for breach of representations and warranties or for failure of the loan to conform to the description in the related prospectus supplement or issue supplement.**

If a loan is repurchased because of a breach of representations and warranties or for failure of the loan to conform to the description in the related prospectus supplement or issue supplement, we may substitute another loan in its place during the same due period as the withdrawal occurs so long as the substituted loan meets specified criteria and the substitution takes place within a stated period after the issue date of the related certificates. See “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and**



**Prepayment Considerations—*Mortgage Loan Substitution***” for the criteria that must be met by any substitute loan. If a loan is removed and another mortgage loan substituted for it, the terms of the substitute loan and the characteristics of the substitute related mortgaged property could differ, perhaps significantly, from the terms and characteristics of the repurchased loan and related mortgaged property. If your pool is backed by only one or two loans, the substitution of a loan could have a significant effect on your investment.

*Diversity and Location*

**The pool may afford little or no diversification of investment.**

Although an investment in certificates backed by multifamily loans may benefit an investor by providing diversification, the benefit may be realized only if and to the extent that the pool contains many loans that differ from one another as to credit risk and other risk parameters. Many of our pools are backed by only one or two loans. Therefore, they do not afford the benefit of diversification. Investors should review carefully the related prospectus supplement, which provides the number of loans included in that pool, the geographic locations of the mortgaged properties and other general characteristics of the loans. The diversification of the pool may increase or decrease over time due to repayment of loans in the pool or substitution of collateral in the pool.

**The location of real property securing loans will differ from pool to pool, causing prepayment speeds to differ for different issues of certificates.**

We purchase multifamily loans throughout the United States and its territories. A pool may include loans secured by property in one or several states and may be relatively concentrated or diverse in location. Regional economic differences among locations may affect the likelihood that a borrower will prepay a loan or that a borrower will become delinquent. Thus, the differences among geographic concentrations in pools may affect whether prepayment of a particular issue of certificates will follow historical prepayment averages or prepayment averages of otherwise similar certificates issued concurrently.

*Property / Credit / Borrowers*

**Reduced cash flow from a multifamily property may cause a default on the related loan, resulting in prepayment of all or a portion of the principal on the certificate and adversely affecting your yield.**

Repayment of loans secured by income-producing multifamily properties is typically dependent upon the successful operation of the related real estate projects. If the cash flow from a multifamily project is reduced, the borrower’s ability to repay a loan may be impaired, causing the loan to become delinquent. Because we guarantee the payment of principal on the certificates, a default by a borrower does not reduce the amount of principal that will be paid to certificateholders. Nevertheless, we have the option to purchase a delinquent loan from the pool under certain conditions. If we exercise this option, we

**Supply and demand in the related markets, adverse economic conditions and other unfavorable factors may have a significant adverse effect on multifamily properties and cash flow.**

will pass through to you the stated principal balance of the repurchased loan on the distribution date in the month following the month of repurchase, which may significantly and adversely affect your yield. No prepayment premium is payable to certificateholders as the result of a prepayment due to a borrower default.

The value of a multifamily mortgage loan is directly related to the net operating income derived from the related property because the ability of a borrower to repay a loan secured by an income-producing property typically depends primarily upon the successful operation of that property rather than upon the existence of independent income or assets of the borrower. A number of factors, many beyond the control of the property owner, may adversely affect the ability of a multifamily property to generate sufficient net operating income to pay debt service and to maintain its value, including the following:

- changes in national, regional or local economic and employment conditions that may cause reductions in occupancy levels, limits on or reductions in rents, or increases in the number of rent payments received late;
- local real estate conditions, including the existence or construction of competing or alternative residential properties, including other apartment buildings and complexes, manufactured housing communities and single-family housing;
- demographic factors;
- the age, quality, design and location of the multifamily property;
- the willingness and ability of the borrower or property manager to operate and maintain the multifamily property in a successful manner;
- significant increases in utility costs, taxes, insurance premiums and other operating costs;
- an increase in the capital expenditures needed to maintain the multifamily property or make improvements to the property;
- significant increases in the size of required loan payments;
- borrower bankruptcy or other insolvency;
- governmental regulations designed to protect tenants in connection with rent increases and evictions;
- government actions that limit access to the mortgaged property or result in seizure of the property; and
- uninsured natural disasters, terrorist attacks or other criminal acts of destruction or violence.

**If the loans in a pool are secured by properties with special features, the successful operation of the properties may depend upon additional factors.**

Significant factors affecting loans secured by properties with one or more special features are set forth below. If an event of default under a mortgage loan secured by any of these special feature mortgaged properties results in the entire principal balance of the loan being paid in full, you will receive an early distribution of principal from the mortgage loan. Many multifamily pools are backed by only one or two mortgage loans. If there is only one mortgage loan in the pool and the entire principal balance is paid in full, the pool will be terminated and the stated principal balance will be distributed to you.

***Multifamily Affordable Housing Loans:*** These loans are secured by properties that are generally encumbered by restrictive covenants, regulatory agreements or ground leases that impose restrictions relating to tenant income, occupancy and/or rent. A breach of these restrictions may constitute an event of default under the mortgage or may result in the termination of any payments being received from the governmental entity that imposed the restrictions.

Some multifamily affordable housing properties may benefit from long-term federal rental assistance or other federal, state or local subsidies that may be terminated or abated if the requirements of the subsidies are not met. If a subsidy is reduced or eliminated and cannot be replaced by a new subsidy, increased rents to current tenants or the leasing of properties to market-rate tenants, the related mortgage loan may default.

Some multifamily affordable housing properties may have additional subordinate debt owed to a multifamily lender or to a governmental entity. Subordinate debt owed to a governmental entity may be for the benefit of the property but may be conditioned on the property continuing to comply with specified use and occupancy restrictions. Failure to make all payments due on the subordinate debt or failure to comply with any use and occupancy restrictions may result in a default on the subordinate debt and a consequent default on the loan in your pool.

***Seniors Housing Loans:*** These loans are secured by seniors housing properties that may include independent living units, assisted living units and/or Alzheimer's/dementia units and, subject to certain restrictions, a limited number of skilled nursing units. With seniors housing, a borrower's ability to find and retain tenants at satisfactory rental levels depends not only on the typical factors affecting multifamily properties in a specific market but also on the quality of the special services rendered to the residents of the related property.

Governmental regulations may apply to seniors housing properties. In addition, licensing of the operators of the properties may be required where the mix of units includes units designated for assisted living, Alzheimer's/dementia care or skilled nursing care. Failure to comply with the regulations and licensing requirements may cause operations at a facility to be curtailed or stopped entirely, which would have a substantial adverse effect upon the rental income received from the facility and the ability of the borrower to make monthly payments on the seniors housing loan. A failure to comply may also result in the termination of the manager/operator of the facility and the need to engage a qualified operator upon short notice, which could have a substantial adverse effect upon the operations of the facility.

***Blanket Cooperative Loans:*** A cooperative housing project is owned by a housing cooperative corporation, which is owned, in turn, by its tenant-shareholders. The housing cooperative corporation may finance the cooperative housing project by becoming the borrower on a multifamily blanket mortgage loan secured by the project. The tenant-shareholders must then pay to the corporation/borrower their proportionate share of the loan payments and other project-level expenses. Moreover, in the event of unanticipated expenditures, the tenant-shareholders will be required to pay a special assessment to reimburse the corporation/borrower. The ability of the corporation/borrower to make the required monthly payments on the blanket mortgage loan is highly dependent upon the timely receipt of these mortgage and expense payments from the tenant-shareholders. If these payments are not made, the corporation/borrower's cash flow may be adversely affected. This may cause the corporation/borrower to be unable to make the required principal and interest payments on the blanket loan.

***Manufactured Housing Community Loans:*** These loans are secured by residential developments that include rental sites for manufactured homes and provide certain amenities to the residents. The borrower leases the sites to owners of manufactured homes, who may live in the homes themselves or rent the homes to tenants. The success of a manufactured housing community depends upon the borrower's ability to lease most or all of its sites to owners of manufactured homes and to maintain a high level of occupancy for those sites. Maintaining a high level of occupancy depends not only on the borrower's ability to market the sites to potential owners of manufactured homes but also on the ability of those potential owners to purchase the manufactured homes. If occupancy levels are not maintained at an acceptable level, the borrower may not receive sufficient income

from leasing and other operations to make the required principal and interest payments.

***Dedicated Student Housing Loans:*** These loans are secured by dedicated student housing properties located on or off a school campus. These properties generally permit student tenants to rent units under leases of one year or less. Students often do not return to the same units during the following school year. The significant turnover of student tenants and the higher level of maintenance required may have a significant adverse effect on the profitability of the operation of the housing. Moreover, a decline in student enrollment or construction of additional on-campus housing may adversely affect the student housing rental demand. If the housing is not profitable, the borrower may be unable to make the required principal and interest payments.

***Rural Development's Housing and Community Facilities Program Loans:*** These loans are guaranteed by the U.S. Department of Agriculture through its Rural Development's Housing and Community Facilities Program and are secured by multifamily properties in smaller cities and towns and in rural areas. These housing markets may have a limited number of potential new tenants and an economic base that is concentrated on only one or a few employers. The markets may also have limited availability of professional management for the properties. In addition, these multifamily properties tend to have fewer dwelling units than multifamily properties located in larger cities. These factors and the comparatively greater adverse effect of vacant units on a property's operations may result in a borrower being unable to meet the required principal and interest payments.

***Military Housing Loans:*** These loans are secured by properties used primarily or exclusively for the housing of military personnel and families. If a borrower is not a governmental entity, successful operation of the property is highly dependent upon the continued occupancy of the property. Deployments of military personnel, reductions in the size of military bases or base closures may cause high vacancy rates, resulting in a borrower being unable to meet the required principal and interest payments.

**A multifamily affordable housing loan may be secured by a property that is eligible for the low-income housing tax credit and that may fail to maintain compliance with the requirements for maintaining the tax credits.**

If a tax credit mortgaged property does not maintain compliance with the tax credit restrictions on tenant income or rental rates, the owners of the tax credit project may lose the tax credits related to the period of the noncompliance and face the partial recapture of previously taken tax credits. If the loss of the tax credits adversely affects the cash flow of the borrower on the mortgage, an event of default may occur, resulting in

acceleration of the mortgage loan and the early prepayment of principal on the certificates.

*Additional Collateral and Subordinated Financing; Equity Interests and Mezzanine Financing*

**If the mortgaged property securing a loan in your pool also serves as collateral for another loan, a default on the other loan may adversely affect the loan in your pool.**

If the mortgage loan documents so provide, a default on a loan in the pool backing your certificates may occur even if the borrower has been making timely payments of principal and interest:

- If the loan in your pool is a subordinate lien loan, it is likely that the related mortgage documents provide that a default on a senior loan secured by the same mortgaged property causes a default on the subordinate loan in your pool.
- If the loan in your pool is a senior lien loan and a subordinate loan secured by the same mortgaged property either already exists or is later made, the related senior loan documents may provide that a default on an existing or future subordinate loan may cause a default on the loan in your pool even though it is senior to the defaulted subordinate loan.
- If the loan in your pool is cross-defaulted with another loan secured by a different mortgaged property, the related loan documents will provide that a default on the other cross-defaulted loan causes a default on the cross-defaulted loan in your pool. If the loans are also cross-collateralized, the mortgaged property securing the loan in your pool is available as security for the other crossed loan and may be sold if the other crossed loan defaults.

In each of these cases, we may accelerate payment of not only the defaulted loan but also the loan in your pool, resulting in an early prepayment of principal on your certificates, which would affect your yield.

**The presence of a mezzanine loan may reduce the cash flow available to the mortgaged property.**

A mezzanine loan may have been, or may be, made to the entity that owns a mortgage borrower obligated on a mortgage loan in the pool. The mezzanine loan is secured by the pledge of the equity interests in the mortgage borrower by the holder(s) of those interests (the “mezzanine borrower”); it is not secured by the mortgaged property. Nevertheless, the payments on the mezzanine loan that are required from the mezzanine borrower may cause the mortgage borrower to direct less cash flow to repairing, improving and maintaining the mortgaged property, which could cause the value of, and the cash flow generated by, the mortgaged property to decline. If the cash flow is decreased, the mortgage borrower may



fail to direct that payments be made on the mortgage loan, causing a default on the mortgage loan. If the mortgage borrower defaults and we declare the entire unpaid principal balance of the mortgage loan due and payable, you will receive an early payment of principal. You will receive no share of any prepayment premium in this case.

The mortgage loan documents generally prohibit the mortgage borrower from distributing any cash flow to the mezzanine borrower or its equity owners if any amounts due under the mortgage loan have not been made. In addition, the mortgage lender and the mezzanine lender typically enter into an intercreditor agreement that requires cash flow from the mortgaged property to be used first for all payments due and owing under the mortgage loan, including debt service, repairs and reserves. As a result, any decrease in the cash flow from the mortgaged property may decrease the cash flow available for payments on the mezzanine loan and cause the mezzanine loan to default. **A default on the mezzanine loan does not trigger a default on the mortgage loan.**

If the mezzanine borrower defaults on the mezzanine loan, the mezzanine lender may foreclose on the equity interests that were pledged as security for the mezzanine loan. (The intercreditor agreement, however, places certain limits on the mezzanine lender's right to foreclose on the equity interests.) The possibility of a foreclosure on the mezzanine loan could cause the mezzanine borrower to file for bankruptcy, which could negatively affect the operation of and cash flow from the mortgaged property. If the decreased cash flow adversely affects the mortgage borrower's ability to make the required payments on the mortgage loan, the mortgage loan may default. If the mortgage loan defaults and we declare the entire unpaid principal balance of the mortgage loan due and payable, you will receive an early payment of principal. You will receive no share of any prepayment premium in this case.

**If a mezzanine lender forecloses on the pledged equity interests, there would be a change in control of the mortgage borrower.**

If a mezzanine lender forecloses on the equity ownership interests in a mortgage borrower obligated on a mortgage loan in your pool, the mezzanine lender will become the owner of the mortgage borrower, thereby causing a change in control of the mortgage borrower. As the indirect owner of the mortgage borrower, the mezzanine lender may decide to sell the mortgaged property subject to the mortgage loan, which could result in the refinancing of the mortgage loan by a new purchaser and the payment in full of the mortgage loan. If the mortgage loan is prepaid, we will pass through to certificateholders



**If we own or acquire an equity interest in the owner of a mortgaged property securing a loan in the pool backing your certificates, there may be a conflict of interest with respect to the property.**

**If a mortgage loan permits defeasance, the defeasance of the loan may cause the related certificates to lose their real estate character.**

*Other Prepayments*

**There may be partial prepayments of principal on a loan, accelerating the rate of return of principal on the related certificates.**

the prepayment proceeds and their share, if any, of any prepayment premiums that are actually collected.

We may hold an equity interest in the owner of a multifamily property which secures a mortgage loan in your pool and which is serviced by the primary servicer. If the mortgage borrower defaults on the mortgage loan, we may be required to allow either the primary servicer, or a party not affiliated with Fannie Mae or the transaction, to perform or approve the taking of certain actions. In addition, we may own an interest in a mezzanine lender that has made a mezzanine loan to the owner(s) of a mortgage borrower obligated on a mortgage loan in your pool. If the mezzanine borrower defaults on the mezzanine loan, we could foreclose on the equity interests in the mortgage borrower pledged by the mezzanine borrower, thereby becoming an owner of the mortgage borrower. As an owner of the mortgage borrower, we, in our corporate capacity, could exercise rights as an equity holder to take, or approve the taking of certain actions. In either case, the actions that may be taken or approved by us or on our behalf could cause an early prepayment of principal on your certificates, which could affect your yield.

When an eligible mortgage loan is defeased, the lien on the mortgaged property is released and the loan is thereafter secured by defeasance collateral (U.S. Treasury or agency securities). The consequences of the release of the mortgaged property on the special tax attributes of the related certificates are discussed in **“MATERIAL FEDERAL INCOME TAX CONSEQUENCES—Special Tax Attributes—*Defeasance Mortgage Loans.*”**

If a partial prepayment of principal is made on a loan (whether voluntarily or involuntarily), we will pass through to certificateholders the prepaid principal and, if a prepayment premium is due in connection with the prepayment and is actually collected, any share of the premium to which they are entitled. (This may occur, for example, if the damage to or destruction of a property is wholly or partially covered by insurance but the property is not repaired or replaced. Instead, the insurance proceeds may be used to prepay the related mortgage loan.) The outstanding principal balance of the certificates will be reduced by the amount of this prepaid principal, resulting in an earlier return of principal than would otherwise be the case. The effect of the prepayment may be greater if the loan is an interest-only loan for all or a portion of its term because distributions on the certificates during the interest-only term will include any

**Cash, letters of credit or other non-real estate cash-equivalent collateral securing a borrower's performance may cause partial prepayment of principal, accelerating the rate of return of principal on the related certificates.**

unscheduled payment of principal made by the borrower during that time.

A lender may require a borrower to deliver cash, a letter of credit or another form of cash-equivalent collateral either to provide additional collateral for the loan or to secure performance of the borrower's obligations under another agreement (for example, to complete specified repairs or to reach a specified occupancy rate). If the borrower does not satisfy its obligations or if the cash or proceeds of the letter of credit or other cash-equivalent collateral are needed, we may draw on the collateral and may apply all or a portion of the proceeds to repay principal on the loan. This prepayment will be passed through to you as a partial prepayment on your certificates, along with the certificateholders' share, if any, of any prepayment premiums that we actually collect.

#### *External Factors*

**Catastrophic events may damage, destroy or cut off access to one or more of the multifamily properties securing loans in a particular pool, causing borrower defaults on the loans.**

If insurance proceeds either are not available or are inadequate to repair or replace a mortgaged property damaged or destroyed by a catastrophic event, or if the property is not damaged or destroyed but governmental authorities restrict or prohibit access by tenants to the property or surrounding area, the resulting loss of rents, especially if extended for a lengthy period, may cause a default under the related loan. Moreover, unless the loan is a Structured Transaction DUS loan, we have the option to purchase the loan out of the pool if the property value declines by 5% or more due to a catastrophic event.

If a loan is prepaid in full because insurance proceeds are applied, or if an event of default results in the entire unpaid principal balance of the loan being paid in full, you will receive an early distribution of principal from the mortgage loan. You will receive no share of any prepayment premium in this case.

#### **LIQUIDITY FACTORS:**

**There may be no market for the certificates of a particular issue, and no assurance can be given that a market will develop and continue.**

We cannot be sure that each new issue of certificates, when created, will have a ready market, or, if a market does develop, that the market will remain during the entire term for which the certificates are outstanding. In addition, neither we nor any other party are obligated to make a market in the certificates. Therefore, it is possible that if you wish to sell your certificates in the future, you may have difficulty finding potential purchasers. Some of the factors that may affect the resale of certificates are:

- the method, frequency and complexity of calculating principal or interest on the mortgage loans or the certificates;
- the age of the loans in the pool;

- the unpaid principal balances of the loans in the pool;
- the prepayment features of the loans in the pool;
- the outstanding principal amount of the certificates of that series or of a series with similar features offered for resale from time to time;
- the amount of certificates of that series or of a series with similar features offered for resale from time to time;
- the availability of current information about the loans in the pool;
- any legal restriction or tax treatment that limits the demand for the certificates;
- the availability of comparable securities; and
- the level of interest rates generally, the volatility with which prevailing interest rates are changing, and the direction in which interest rates are, or appear to be, trending.

**Terrorist activities and accompanying military and political actions by the United States Government could cause reductions in investor confidence and substantial volatility in real estate and securities markets.**

It is impossible to predict the extent to which terrorist activities may occur or, if they do occur, the extent of the effect on the certificates of a particular issue. Moreover, it is uncertain what effects any past or future terrorist activities and/or any consequent military and/or political actions on the part of the United States Government and others will have on the United States and world financial markets; local, regional and national economies; real estate markets across the United States; or particular business segments, including those that affect the ability of borrowers to make payments on their mortgage loans. Among other things, reduced investor confidence could result in substantial volatility in securities markets and a decline in real estate-related investments. As a result, defaults on the mortgage loans could increase, causing early payments of principal to you. Moreover, regardless of the performance of the underlying mortgage loans, the liquidity and market value of the certificates may be impaired. You would receive no prepayment premium as a result of the default.

**FANNIE MAE CREDIT FACTORS:**

**If we fail to pay under our guaranty, the amount distributed to certificateholders would be reduced.**

If borrowers fail to make their mortgage loan payments on time or at all, we have agreed to make payments under our guaranty. If we were unable to perform our guaranty obligations, distributions of principal and/or interest to certificateholders would be limited to borrower payments and other recoveries on the loans in the pool backing your certificates. As a result, delinquencies and defaults on the mortgage loans may directly

affect the amounts that certificateholders would receive each month.

**We could fail to meet our obligations under a Fannie Mae debt instrument that was delivered as substitute collateral when a multifamily mortgage loan was defeased.**

We have agreed to deliver, upon the request of a borrower, a Fannie Mae obligation that will serve as substitute collateral for a defeased loan. If we do so, the borrower is released from further liability under the loan. If we were to fail to make the required payments of principal and interest on the defeased loan and to pay under our guaranty as well, you would not receive any payments of principal and interest on your certificates that were to be funded by the defeased loan.

**If our credit should become impaired, a buyer may be willing to pay only a reduced price for your certificates.**

There could be an adverse change in our financial condition that would impair our credit rating or the perception of our credit. Even if we were to make all the payments required under our guaranty, potential buyers may offer less for your certificates than they would have offered if our financial condition had remained unchanged.

## **FANNIE MAE**

Fannie Mae is a federally chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, as amended. We were established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market. We became a stockholder-owned and privately managed corporation by legislation enacted in 1968.

Under our Charter Act, we were created to:

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

In accordance with our statutory purpose, we provide funds to the mortgage market by purchasing mortgage loans from lenders. In this way, we replenish their funds so they can make additional loans. We acquire funds to purchase these loans by issuing debt securities to capital market investors, many of whom ordinarily would not invest in mortgages. Thus, we are able to expand the total amount of funds available for housing.

We also issue mortgage-backed certificates, receiving guaranty fees for our guaranty to the related trust that we will supplement amounts received by the related trust as required to permit timely payments of interest and principal on the certificates. We issue mortgage-backed certificates primarily in exchange for pools of mortgage loans from lenders. By issuing mortgage-backed certificates, we further fulfill our statutory mandate to increase the liquidity of residential mortgage loans.

In addition, we offer various services to lenders and others for a fee. These services include issuing certain types of structured mortgage-backed certificates and providing technology services for originating and underwriting mortgage loans.

Our principal office is located at 3900 Wisconsin Avenue, N.W., Washington, DC 20016 (telephone: (202) 752-7000).

## **USE OF PROCEEDS**

We usually issue certificates in swap transactions in which the certificates are issued in exchange for the multifamily mortgage loan or loans in the pool that backs the certificates. In some instances, we may issue certificates backed by pools of multifamily mortgage loans that we already own. In those transactions, we receive cash proceeds upon sale of the certificates to the related dealers. Unless stated otherwise in the prospectus supplement, we apply the cash proceeds to the purchase of other mortgage loans and for other general corporate purposes.

## DESCRIPTION OF THE CERTIFICATES

We will issue the certificates pursuant to trust documents. For each issuance of certificates, there will be an issue supplement to the trust agreement related to those certificates. This prospectus relates to certificates issued on and after September 1, 2007, which are issued under our Multifamily Master Trust Agreement, effective September 1, 2007. For information about certificates issued before that date, see the related prospectus that was in effect at the time of issuance of those certificates.

### **The Certificates**

The certificates represent fractional undivided beneficial ownership interests in a distinct pool of multifamily mortgage loans, or a pool of participation interests in multifamily mortgage loans, held in a trust created under the trust agreement and the issue supplement (as further described below). (The description of the certificates throughout this prospectus is written on the assumption that the certificates represent interests in whole loans.) We will hold the mortgage loans, in our capacity as trustee under the trust agreement, for the benefit of all the holders of certificates of the same issue. The fractional undivided interest of each certificate of the issue will be equal to the initial principal balance of that certificate divided by the aggregate principal balance of the loans in the pool on the issue date.

### **Issuance in Book-Entry Form**

We will issue the certificates in book-entry form using the book-entry system of the U.S. Federal Reserve Banks, unless we specify a different method in the related prospectus supplement. Physical certificates are not available. Book-entry certificates must be issued in a minimum denomination of \$1,000 with additional increments of \$1. They are freely transferable on the records of any Federal Reserve Bank but are not convertible to physical certificates. Any transfers are subject to the minimum denomination requirements.

A certificateholder is an entity that appears in the records of a Federal Reserve Bank as the owner of the certificate. Only entities that are eligible to maintain book-entry accounts with a Federal Reserve Bank may be certificateholders. These entities are not necessarily the beneficial owners of the certificates. They are banks, securities clearing organizations and similar companies that act as financial intermediaries. Beneficial owners ordinarily hold certificates by having accounts at financial intermediaries that either have book-entry accounts with a Federal Reserve Bank or hold through other financial intermediaries, one of which has a book-entry account with a Federal Reserve Bank. A certificateholder that is not also the beneficial owner of a certificate, and all the other financial intermediaries in the chain between the certificateholder and the beneficial owner, are responsible for establishing and maintaining accounts for their customers.

The Federal Reserve Bank of New York currently serves as our fiscal agent pursuant to a fiscal agency agreement. In that capacity, it performs certain administrative functions for us with respect to certificateholders. Neither we nor the Federal Reserve Bank will have any direct obligation to the beneficial owner of a certificate who is not also a certificateholder. We and the Federal Reserve Bank may treat the certificateholder as the absolute owner of the certificate for all purposes, regardless of any contrary notice you may provide.

The Federal Reserve Bank of New York also currently serves as our paying agent. In that capacity it credits the account of the certificateholder when we make a distribution on the certificates. Each certificateholder and any financial intermediaries are responsible for remitting distributions to the beneficial owners of the certificate.



## **Distributions on Certificates**

We will make distributions to certificateholders on the 25th day of each month (unless otherwise specified in the prospectus supplement). If the specified day is not a business day, we will make the distribution on the next business day. We refer to this date as a distribution date. We will make the first payment for each issue of certificates on the distribution date in the month following the month in which the certificates are issued. For example, if an issue date is March 1st, the first distribution date for that issue will be April 25th, or the next business day if April 25th is not a business day. A business day is any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank in the district where the certificate account is maintained is closed. We will pay the certificateholder that is listed as the holder in the records of any Federal Reserve Bank as of the record date. The record date is the close of business on the last day of the month prior to the month in which the distribution date occurs.

### ***Interest Distributions***

On each distribution date, we will distribute to certificateholders one month's interest, calculated on the certificate's principal balance immediately prior to that distribution date.

- For pools of fixed-rate loans, we will distribute one month's interest at the pass-through rate stated in the prospectus supplement.
- For pools of adjustable-rate loans (other than those loans that permit negative amortization), we will distribute one month's interest at a variable pass-through rate, which we refer to as the pool accrual rate.
- For adjustable-rate pools composed of adjustable-rate loans that permit negative amortization, we will distribute an amount equal to one month's interest at the pool accrual rate *minus* the aggregate amount of any deferred interest that is added to the principal balance of those loans during the related due period. During periods when the loans are negatively amortizing, the amount of interest you receive might not increase (although your certificate balance will be increasing as deferred interest is added to the principal balance of the loans).

The due period for each distribution date is the period beginning with and including the second calendar day of the calendar month preceding the month in which the distribution date occurs and ending with and including the first calendar day of the month in which that distribution date occurs.

### ***Interest Accrual Basis***

We will calculate the amount of interest due each month on the certificates on the basis stated in the prospectus supplement.

- If interest is calculated on the certificates on a 30/360 basis, the certificates will accrue interest based on the assumption that each month consists of 30 days and each year consists of 360 days.
- If interest is calculated on the certificates on an actual/360 basis, the certificates will accrue interest on the basis of the actual number of days in the calendar month preceding the month in which the distribution date occurs and on the assumption that each year consists of 360 days.

If another method is used for calculating interest on the certificates, it will be specified and described in the prospectus supplement.



### ***Principal Distributions***

On each distribution date, we will distribute to certificateholders, as payments of principal on the certificates, an amount equal to the aggregate of the following amounts:

- the scheduled principal due on the loan or loans in the pool during the related due period;
- the aggregate amount of all unscheduled principal payments received during the applicable period:
  - the stated principal balance of each loan that was prepaid in full during the calendar month immediately preceding the month in which that distribution date occurs;
  - the stated principal balance of each loan that was purchased from the pool during the calendar month immediately preceding the month in which that distribution date occurs; and
  - the amount of any partial prepayment of a loan that occurred during the calendar month immediately preceding the month in which that distribution date occurs (or during the second preceding calendar month for pools of loans formed from our portfolio).

We treat a prepayment in full received on the first business day of a month as if it actually was received on the last business day of the preceding month. We pass through these prepayments on the distribution date in the month of actual receipt. For example, a prepayment received on the first business day of February is treated as if it had been received on the last business day of January and, therefore, will be passed through on February 25th (or on the next business day, if February 25th is not a business day).

The stated principal balance of a mortgage loan is the principal balance of the loan as of the issue date of the certificates, reduced by all payments of principal paid to certificateholders after that date, and increased by accrued interest, if any, that has been added to principal as a result of negative amortization under the loan's terms.

For mortgage loans that do not have their first scheduled principal payment due until the second due period following the issue date of the certificates, certificateholders will receive no scheduled principal payment on the first distribution date (but will receive interest). The prospectus supplement will indicate the percentage of these loans in the pool, if any.

Mortgage loans that have their monthly payments due on a date other than the first of the month are treated, for purposes of distributions to certificateholders, as if the monthly payments were due on the first day of the following month. If a pool contains loans of this type, the Pool Statistics page in the related prospectus supplement will show each of the first payment date, the initial interest rate change date (in the case of adjustable-rate mortgage loans), and the latest loan maturity date as the first day of the month following the month in which each date actually occurs. As a result of these adjustments, you will receive distributions at a date later than you otherwise would have received them. This delay will reduce the yield on your certificates.

There are some instances when the distribution date for principal prepayments may differ from the description above. For example, sometimes the primary servicer is unable to provide us with prepayment information in sufficient time to allow us to include the prepayment in the monthly pool factor for that distribution date. In addition, we may not receive timely reporting information from the primary servicer in instances of a natural disaster, terrorist attack, or other similar catastrophic event. In those instances, we will distribute to certificateholders on that distribution date only the scheduled principal amount (and accrued interest). Following our receipt and reconciliation of required prepayment information from the primary servicer, any principal prepayments that were received but not reported will be distributed to certificateholders on subsequent distribution dates.

## Reports to Certificateholders

### *Monthly Reports*

Each certificateholder that is listed as the holder in the records of any Federal Reserve Bank will be provided the information below on a monthly basis with respect to each payment, adjusted to reflect the certificateholder's pro rata interest in the related pool as of the distribution date:

- the amount due on the certificates on that distribution date on account of total scheduled and unscheduled principal;
- the amount due on the certificates on that distribution date on account of interest;
- the total cash distribution on the certificates on that distribution date;
- for pools of adjustable-rate loans that permit negative amortization, the amount of any deferred interest added to the principal balances of the loans as of that distribution date as a result of negative amortization;
- the principal balances of the certificates on that distribution date after giving effect to any distribution of principal on that date (and, for pools of adjustable-rate loans that permit negative amortization, after giving effect to any deferred interest added to the principal balances of those loans during the related due period); and
- for pools of adjustable-rate loans, the pool accrual rate for that distribution date.

### *Tax Information*

We will post on our website, or otherwise make available, information required by the federal income tax laws. See **“MATERIAL FEDERAL INCOME TAX CONSEQUENCES—Information Reporting and Backup Withholding.”**

### **Trust Agreement**

We have summarized the important terms of the September 1, 2007 trust agreement below. This summary is not complete. If there is any conflict between the information in this prospectus and the actual provisions of the trust agreement, the terms of the trust agreement and its related issue supplement will govern. You may obtain a copy of the trust agreement from our Washington, DC office or our Web site found at [www.fanniemae.com](http://www.fanniemae.com). You may obtain a copy of the issue supplement that applies to your issue of certificates from our Washington, DC office.

### **Fannie Mae Guaranty**

We are the guarantor under the trust agreement. We guarantee to each MBS trust that we will supplement amounts received by the MBS trust as required to permit payments on the certificates on each distribution date in an amount equal to:

- the aggregate amounts of scheduled and unscheduled principal payments described in the first paragraph under **“—Distributions on Certificates—Principal Distributions,”** plus
- one month's interest on the certificates.

For fixed-rate pools, we guarantee payment of an interest amount at the fixed pass-through rate specified in the prospectus supplement. For adjustable-rate pools (other than pools of loans that permit negative amortization), we guarantee payment of an interest amount at the pool accrual rate. For adjustable-rate pools of loans that permit negative amortization, we guarantee payment of an interest amount at the pool accrual rate *minus* the aggregate amount of deferred interest, if any. Any deferred interest is added to the principal balance of the mortgage loans.

In addition, we guarantee to the MBS trust the full and final payment of the unpaid principal balance of the certificates on the distribution date in the month of the maturity date specified in the prospectus supplement for the certificates. For providing this guaranty, we receive a fee payable from a portion of the interest collected on the loans that is not required to be paid to certificateholders.

**We do not guarantee to any MBS trust the payment of any prepayment premiums.**

Our guaranty runs directly to the MBS trust and not directly to certificateholders. As a result, certificateholders do not have any rights to bring proceedings directly against Fannie Mae to enforce our guaranty except in the limited circumstances described below under “**—Certificateholder Rights.**”

If we were unable to perform our guaranty obligations, certificateholders would receive from the MBS trust only the payments that borrowers actually made, any servicing advances made by the primary servicer and any other recoveries on the loans in the pool from sources such as insurance, condemnation and foreclosure proceeds. If that were to happen, delinquencies and defaults on the loans would directly affect the amount of principal and interest that certificateholders would receive each month. In that case, distributions of principal and interest on the loans would be made in the sequence specified below (to the extent not already paid).

*Collections would be allocated as follows:*

- *first*, to payment of the trustee fee;
- *second*, to payment of the servicing fees to the master servicer (described below);
- *third*, to payment of the servicing fees to the primary servicer (described below) and any excess servicing fee that may have been securitized by a primary servicer;
- *fourth*, to the reimbursement of any delinquency advances previously made by the primary servicer;
- *fifth*, to interest on the certificates; and
- *last*, all remaining funds would be allocated to payment of principal on the certificates.

**Neither the certificates nor payments of principal and interest on the certificates are guaranteed by the United States government. The certificates do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae. We alone are responsible for making payments on our guaranty.**

### **Collection and Other Servicing Procedures**

We are responsible as the master servicer under the trust agreement for certain duties. Our duties include entering into contracts with primary servicers to service the mortgage loans, supervising and monitoring the primary servicers, ensuring the performance of certain servicing functions if the primary servicer fails to do so, establishing certain procedures and records for each MBS trust, and taking additional actions as set forth in the trust agreement. Any of the duties of the primary servicer may also be performed by the master servicer. The primary servicers collect payments from borrowers and may make servicing advances, foreclose upon defaulted mortgage loans, and take other actions as set forth in the trust agreement. See “**FANNIE MAE PURCHASE PROGRAM—Seller and Servicer Eligibility**” for information on our primary servicer requirements. Our primary servicers may contract with subservicers to perform some or all of the servicing activities.

Funds collected from our primary servicers for payment to certificateholders are held in an account separate from our own corporate funds. This separate account is called a certificate account. Funds in this account are held in trust for the benefit of certificateholders. Amounts on deposit in the certificate account may be commingled with funds for other MBS trusts and other trusts for which we act as trustee and are not separated, but are accounted for, on a trust-by-trust basis. As master

servicer, trustee and issuer, we are entitled to investment earnings on funds on deposit in the certificate account. Certificateholders are not entitled to any investment earnings from the certificate account. We may invest funds in the certificate account in eligible investments as set forth in the trust agreement, including in our own debt instruments, prior to distribution to certificateholders.

### **Certain Matters Regarding Our Duties as Trustee**

We serve as trustee under the trust agreement. We may resign from our duties as trustee under the trust agreement upon providing 90 days' advance notice to the guarantor. Our resignation would not become effective until a successor has assumed our duties. Even if our duties as trustee under the trust agreement terminate, we still would be obligated under our guaranty.

Under the trust agreement, the trustee may consult with and rely on the advice of counsel, accountants and other advisors. The trustee will not be responsible for errors in judgment or for anything it does or does not do in good faith if it so relies. This standard of care also applies to our directors, officers, employees and agents. We are not required, in our capacity as trustee, to risk our funds or incur any liability if we do not believe those funds are recoverable or if we do not believe adequate indemnity exists against a particular risk. This does not affect our obligations to each MBS trust as guarantor under the Fannie Mae guaranty.

We are indemnified by each MBS trust for actions we take in our capacity as trustee in connection with the administration of that trust. Officers, directors, employees, and agents of the trustee are also indemnified by each MBS trust with respect to that trust. Nevertheless, neither we nor they will be protected against any liability if it results from willful misfeasance, bad faith or gross negligence or as a result of willful disregard of our duties.

The trust agreement provides that the trustee may, but is not obligated to, undertake any legal action that it deems necessary or desirable in the interests of certificateholders. We may be reimbursed for the legal expenses and costs of the action from the assets of the related MBS trust.

We may be removed as trustee only if a "guarantor event of default" has occurred with respect to an MBS trust. In that case, we can be removed and replaced by a successor trustee as to the related trust by holders of certificates representing at least 51% of the voting rights of the related issue of certificates.

### **Guarantor Events of Default**

Any of the following events will be considered a "guarantor event of default" under the trust agreement for an issue of certificates:

- if we fail to make a required payment under our guaranty, and our failure continues uncorrected for 15 days after certificateholders owning at least 5% of the related issue of certificates have given us written notice of nonpayment; or
- if we fail in any material way to fulfill any of our other obligations under the trust agreement or the related issue supplement, and our failure continues uncorrected for 60 days after certificateholders owning at least 25% of the related issue of certificates have given us written notice; or
- if we become insolvent, a conservator or receiver is appointed (either voluntarily or involuntarily) or we admit in writing that we are unable to pay our debts.

If one of the guarantor events of default occurs with respect to an MBS trust and continues uncorrected, certificateholders representing at least 51% of the voting rights of the related issue of certificates will have the right to terminate all of our rights and obligations as trustee and as master servicer with respect to that issue under the trust agreement and the related issue supplement. However, our guaranty obligations to the MBS trust will continue in effect. The same proportion of certificateholders that has the right to terminate us as trustee and/or master servicer also may

appoint a successor to assume all of our terminated obligations in those capacities. The successor trustee will take title as trustee to the mortgage loans included in the related trust fund. Any decision of certificateholders to terminate us in either capacity and appoint a successor must be in writing.

### **Certificateholder Rights**

A certificateholder generally does not have any right under the trust agreement to institute any proceeding against us with respect to the trust agreement. A certificateholder may institute such a proceeding only if a guarantor event of default has occurred and is continuing and

- the certificateholders of certificates representing at least 25% of the voting rights of the related issue of certificates have requested in writing that the trustee institute the proceeding in its own name as trustee; and
- the trustee for 120 days has neglected or refused to institute any proceeding.

The trustee will be under no obligation to take any action or to institute, conduct or defend any litigation under the trust agreement at the request, order or direction of any certificateholder unless the certificateholders have offered to the trustee reasonable security or indemnity against the costs, expenses and liabilities that the trustee may incur.

### **Amendment**

We may amend the trust agreement without notifying or obtaining the consent of the certificateholders to do any of the following:

- correct an error, correct, modify or supplement any provision in the trust documents that is inconsistent with any other provision of the trust documents or this prospectus or the related prospectus supplement, or cure an ambiguity or supplement a provision of the trust documents, provided that such cure of an ambiguity or supplement of a provision is not otherwise inconsistent with the trust agreement; and
- modify the trust agreement to maintain the fixed investment trust status of an MBS trust for federal income tax purposes.

No amendment to maintain the tax status of a trust or to cure an ambiguity can be made if it would otherwise require certificateholder consent unless that consent is obtained.

In addition, if certificateholders beneficially owning at least 51% of an issue of certificates give their consent, we may amend the trust agreement for a purpose not listed above, except that we may not do any of the following without the consent of all certificateholders of the related issue of certificates:

- terminate or change our guaranty obligations;
- reduce or delay payments to certificateholders;
- take an action which materially increases the taxes payable in respect of any MBS trust or affects the status of the trust as a fixed investment trust for federal income tax purposes;
- reduce the percentage requirement of certificateholders who must give their consent to any waiver or amendment; or
- make a change to the activities of the MBS trust that would (i) allow the seller of the mortgage loans to us (or allow Fannie Mae, in the case of a pool formed from our portfolio) to regain control of the loans, (ii) cause the trust to cease to be a qualified special purpose entity for accounting purposes, or (iii) affect the interests of a certificateholder in any way that would be viewed as significant unless all certificateholders of the related issue of certificates have agreed.

## Termination

The trust will terminate with respect to an issue of certificates when the certificate principal balance of the related pool has been reduced to zero and all distributions have been passed through to certificateholders. We do *not* have any clean-up call option, *i.e.*, we cannot terminate the trust when the unpaid principal balance of the related pool declines to a certain amount or reaches a certain percentage of the original unpaid principal balance of the pool.

## Merger

If we merge or consolidate with another corporation, the successor corporation will be our successor under the trust agreement and will assume all of our duties under the trust agreement, including our guaranty.

## YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS

### Effective Yield

Your yield will depend in part upon whether you purchase a certificate at a discount from or a premium over the outstanding principal. In general, if you purchase a certificate at a discount from its outstanding principal and the mortgage loans are prepaid at a rate that is slower than you expect, your yield on that certificate will be less than you expect. If you purchase a certificate at a premium over the outstanding principal and the mortgage loans are prepaid at a rate that is faster than you expect, your yield on that certificate also will be less than you expect. ***You must make your own decision about the prepayment assumptions you will use in deciding whether to purchase the certificates. We do not provide delinquency experience or decrement tables for the certificates.***

Although interest on the certificates accrues during a calendar month, we do not distribute interest to certificateholders until the distribution date in the following calendar month. Because of this delay, the effective yield on the certificates will be lower than it would be if we paid interest earlier.

### Yield of Fixed-Rate Certificates

Certificates backed by fixed-rate mortgage loans bear interest at a fixed rate of interest that remains the same throughout the terms of the loans. The effective yield on the certificates may be affected if one or more loans in the pool are prepaid during the term of the certificates.

### Yield of Adjustable-Rate Certificates

Certificates backed by adjustable-rate mortgage loans bear interest at a rate that adjusts and that is calculated on the basis of the changing rates on the loans in the pool. Rates on the loans in the pool adjust based upon changes in the value of a stated index. How the index value is determined and how it changes, along with other features of adjustable-rate mortgage loans (ARM loans), will affect the yield on the certificates. See “**MULTIFAMILY MORTGAGE LOANS—Adjustable-Rate Loans (ARM Loans)**” for information regarding the different types of ARM loans and the methods for adjusting their interest rates. The adjustment of interest rates on the loans in the pool affects the yield on the related certificates. The effective yield on the certificates is the result of the combined effect of some or all of the following factors:

- ***The index.*** All ARM loans in a single pool will have the same index, which will be identified in the prospectus supplement.
- ***Initial fixed-rate period.*** The ARM loans in the pool may have an initial interest rate that is not based on the index. If so, and if the first interest rate change date has not occurred before



the issue date of the certificates, the certificates will have an interest rate that is also not initially based on the index. This will continue to be true until all of the loans in the pool have had their first interest rate change date. In some pools, not all loans in the pool will have the same first interest rate change date. The prospectus supplement will indicate whether the first interest rate change date on the loans in your pool occurred before the issue date of the certificates.

- ***Mortgage margin.*** On each interest rate change date, the interest rate on the ARM loans in the pool will be adjusted to equal the sum of the mortgage margin and the index value determined as of a date specified in the mortgage note. The result will be rounded according to the rounding convention stated in the mortgage note or, if none is stated, to three decimal points or as otherwise specified in the prospectus supplement.
- ***Index change frequency.*** If the interest rates on the ARM loans in the pool change less frequently than the index value, changes in the effective yield on the certificates will lag changes in the index. A change in the index value will not necessarily cause an immediate change in the pool accrual rate. The pool accrual rate will be affected only as, and to the extent that, loans in the pool experience interest rate changes.
- ***Interest rate change dates.*** Because some or all of the ARM loans in the pool may not have the same interest rate change date, the index values upon which interest rate changes are based may vary among the loans in a pool at any given time.
- ***The lookback period.*** The lookback period for an ARM loan in the pool will equal the number of days specified in the related mortgage note that fall between the interest rate change date and the date specified in the mortgage note as the date on which the index value is to be determined. The lookback period creates a lag between the index value upon which interest rate changes are based and the index value in effect at the time the interest rate on the ARM loan adjusts. The lookback period, which may vary among the loans in a pool, will be specified in the prospectus supplement.
- ***Interest rate caps and floors.*** Interest rate caps and floors may prevent the interest rate on an ARM loan in the pool from increasing as high or declining as low as would have been the case following a change in the index value had there been no interest rate cap or floor. As a result, the yield paid on the certificates usually will be affected whenever an ARM loan in the pool is affected by an interest rate cap or floor.
- ***Option to convert to fixed-rate loan.*** If the borrower exercises any option to convert an ARM loan to a fixed-rate loan, we will repurchase the loan from the pool during the calendar month before the loan begins to accrue interest at the new fixed rate. We will repurchase the loan at a price equal to the loan's stated principal balance, together with one month's interest at the then-current pool accrual rate. On the distribution date in the month following the month of repurchase, we will pass through to certificateholders the stated principal balance of the loan, which will reduce the outstanding principal balance of the related certificates. As a result, the weighted average life of the certificates for a pool of convertible ARM loans may be significantly shorter than for a comparable pool of non-convertible ARM loans.
- ***Adjustments upon assumption.*** If an ARM loan in the pool permits the lender to adjust the interest rate caps, interest rate floors or mortgage margin in connection with an assumption of the loan, any adjustment may affect the effective yield on the certificates.
- ***Prepayments and repurchases of loans.*** Pools may contain ARM loans having several different interest rates. Certificateholders will receive a rate of interest that is the weighted average of the interest rates, net of our fees. Thus, the resulting rate of interest for certificateholders will change whenever a loan in the pool is prepaid, either in whole or in part, or is repurchased out of the pool. A disproportionate incidence of prepayments and



repurchases among loans of different interest rates may increase or decrease the effective yield to certificateholders.

- ***Low initial interest rates and certain negative amortization loans.*** In some cases, prevailing market interest rates may be so low that the initial interest rate for an ARM loan is less than the applicable mortgage margin specified in the mortgage note. Therefore, the interest rate on an ARM loan may not increase to an amount greater than or equal to the applicable mortgage margin until after one or more interest rate changes, depending on the applicable periodic caps. As a result, distributions of interest to certificateholders that are based on the initial interest rate for the loans may be less than the applicable MBS margin (which is the mortgage margin of a loan less the sum of the servicing fee and our guaranty fee on that loan). For certain types of negatively amortizing loans, a low initial interest rate combined with a short initial interest rate period (typically 1-3 months) may result in significant amounts of deferred interest during the first few years of the loan term. This may occur because the initial monthly payment, which is based upon the low initial interest rate, does not change when the interest rate adjusts up to the fully indexed rate.
- ***Negative amortization.*** If an ARM pool contains ARM loans permitting negative amortization, the yield on the related certificates may be affected in several ways.
  - *Principal may increase.* When an ARM loan is negatively amortizing, the unpaid principal balance on the loan will be increasing as deferred interest is added to the outstanding principal balance of the loan. The same amount is also added to the outstanding principal balance of the certificates, so that the unpaid principal balance of the certificates equals the aggregate stated principal balance of the mortgage loans.
  - *Interest paid is affected.* When an ARM loan is negatively amortizing, certificateholders will be paid interest that is equal to only the portion of the borrower's scheduled payment for the related due period that is allocable to interest. This interest excludes the amount of any deferred interest. As a result, during periods when one or more loans in the pool are negatively amortizing, certificateholders will receive less interest than they would have expected if they were calculating the predicted interest solely on the outstanding certificate balance at the applicable pool accrual rate. Moreover, certificateholders will receive no scheduled principal payments with respect to these loans during periods of negative amortization.
  - *Effect of periodic reamortization.* Because deferred interest may have been added to the outstanding principal balance of an ARM loan due to negative amortization, the monthly payments of principal and interest on the loan may be insufficient to fully amortize the loan's outstanding principal balance over the remaining loan term. The mortgage note may provide that, in this case, the outstanding principal balance may be, but is not required to be, reamortized over the remaining loan term. Reamortization is the adjustment of the monthly payment amount to an amount sufficient to pay the then remaining principal balance of the loan, together with interest at the then-applicable rate, in equal monthly payments for its remaining term. This readjustment is made without regard to the caps on payment adjustments that would otherwise apply. Whenever an ARM loan is reamortized, certificateholders' monthly interest payments will no longer be reduced by deferred interest on the loan, unless another period of negative amortization occurs.

A complete description of ARM loans and their characteristics and of pools containing ARM loans may be found under “**MULTIFAMILY MORTGAGE LOANS—Adjustable-Rate Loans (ARM Loans).**”

## **Maturity and Prepayment Considerations**

The weighted average life of the certificates will depend upon the extent to which each payment on the multifamily loan or loans in the pool is applied to principal rather than to interest. For a description of the types of multifamily mortgage loans that may be included in a pool, see “**MULTI-FAMILY MORTGAGE LOANS.**”

### ***Amortizing Loans***

Some multifamily loans provide for full amortization of principal over the term. These loans may include fixed-rate loans as well as ARM loans that are reamortized each time the payment is adjusted. Most payments on these loans are allocated to interest in the early years, with greater portions of the payments allocated to principal as the loans remain outstanding.

Many multifamily loans provide for partial amortization during the term, with a balloon payment at the end. These loans have monthly payments calculated on the basis of an amortization schedule (typically 25 or 30 years) that is longer than the term (typically 7 to 10 years) of the loan. The remaining principal balance becomes due in a lump sum or balloon payment at the end of the term, on the loan’s contractual maturity date. Only a small portion of the principal amount of the loans will have amortized before the balloon payment on the loan is due.

### ***Interest-Only Loans***

Some multifamily loans provide for the payment of interest only throughout the term, with a balloon lump sum payment of all principal due on the loan’s contractual maturity date. Other loans provide for the payment of only interest for an initial period, after which the payments are increased so that the principal balance of the loan partially or fully amortizes over the remaining term. There is no scheduled amortization of principal during the initial interest-only period. Assuming no prepayments by the borrowers, these loans amortize more slowly than do loans of the same term and interest rate that provide for monthly payments of principal and interest from the beginning. In the interest-only period, certificates backed by pools of these loans will pay only interest to certificateholders, except to the extent of borrower prepayments during the period. Borrower prepayments during an interest-only period will be passed through to certificateholders as prepayment of principal on the certificates. This early receipt of principal may affect your yield.

### ***Prepayment of Loans-Refinancing***

Prepayments of multifamily loans may occur for a variety of reasons. Some of the most common reasons are discussed in this section. The reasons are not all equally applicable to all pools, as they relate in part to features of the loans that differ among pools. Because of these variables, we cannot estimate the future prepayment experience of the loans in our pools. You may wish to refer to our most recent Form 10-K for recent information regarding the prepayment experience of our multifamily mortgage loan portfolio. This prepayment experience is not, however, indicative of any one pool of multifamily mortgage loans, including the pool backing your certificates.

### ***Borrower Refinancing***

Generally, when current interest rates decline below the interest rates on existing loans, prepayments will increase. In a declining interest rate environment, borrowers often refinance their mortgage loans. When a borrower refinances a loan in a pool, the proceeds from the borrower’s new loan pay off the loan in the pool. This results in a prepayment for the certificateholders. It is difficult to predict how far interest rates must decline before significant prepayments occur. The general solicitation of borrowers by lenders (including our mortgage servicers) for refinancing may increase the frequency with which borrowers seek to refinance their mortgage loans. However, due to uncertain financial market conditions, it is difficult to predict whether borrowers will be able to obtain financing to refinance their loans even if they want to do so. Moreover, the requirement found

in most multifamily mortgage loans that the borrower pay a prepayment premium if a loan is prepaid may lessen the effect of declining interest rates and detract from the attractiveness of refinancing.

It is a common practice in the state of New York and a frequent practice in a few other states to modify existing mortgage loans in lieu of a traditional refinance where the previous mortgage is extinguished and a new mortgage is created. We treat these loans as refinancings.

### *Sales of Mortgaged Properties*

Prepayments may increase when market values for multifamily properties increase in a geographic area. The requirement found in most multifamily mortgage loans that the borrower pay a prepayment premium if a loan is prepaid may lessen the effect of increased market values. However, the increased market value may exceed the amount of the prepayment premium, lessening the effect of the prepayment premium as a deterrent. If a mortgaged property is sold and the purchaser does not assume the related mortgage loan, proceeds from the sale will pay off the loan in the pool, resulting in a prepayment of principal to certificateholders.

### *Prepayment of Loans-Repurchases*

Under the trust agreement, we have the obligation or, in some instances, the option to repurchase a mortgage loan from a pool. In each instance, the repurchase price will be the stated principal balance of the mortgage loan plus one month's interest at the pass-through rate for a fixed-rate loan or at the pool accrual rate for an ARM loan, as further described in the trust agreement. A repurchase of a mortgage loan from the pool will result in payment of principal on the certificates in the same manner as a borrower prepayment except that no share of any prepayment premium is payable in connection with the repurchase. Because many multifamily loan pools contain only one loan, a repurchase of the loan will cause the pool to be terminated and the proceeds to be paid to you.

### *Mandatory Repurchases*

We are obligated under the trust agreement to repurchase a mortgage loan from a pool for certain reasons. The time period in which we must repurchase the loan may vary depending upon the reason for the repurchase.

*First*, for the following reasons, we must repurchase the affected loan from a pool as soon as practicable:

- we determine or our regulator or a court determines that our acquisition of the loan was not permitted;
- a court or our regulator requires us to repurchase the loan;
- a governmental entity or a court requires transfer of the loan, the related mortgaged property, or any supplemental collateral or defeasance securities securing the loan, including a transfer required as a result of an environmental hazard or as part of a settlement of a legal controversy; or
- a mortgage insurer or guarantor of the loan or related mortgaged property requires transfer to it of the mortgage loan or the "real estate owned" ("REO") property to obtain the benefits of the insurance or guaranty.

*Second*, for certain pools, if any of the following events occur, we must repurchase the affected mortgage loan from the pool before the effective date of the changes resulting from the event:

- a borrower elects to convert an ARM loan to a fixed-rate loan pursuant to the terms of the mortgage note;
- a borrower elects to change the index for an ARM loan pursuant to the terms of the mortgage note;

- the mortgage margin or the maximum or minimum interest rate changes upon the assumption by a new borrower of ARM loan; or
- a borrower exercises a right to a conditional modification of the maturity date of a balloon loan pursuant to the terms of the mortgage note.

*Third*, for either of the following reasons, we must repurchase the affected loan from the pool at the stated time:

- if the loan becomes and remains delinquent for 24 consecutive months, we must repurchase the loan not later than the end of the 24th consecutive month of delinquency (the period for repurchase, however, may be extended so long as the borrower remains in compliance with an approved loss mitigation plan); or
- if the loan is delinquent for six consecutive months, unless foreclosure or other loss mitigation action has commenced (the period for repurchase, however, may be extended so long as the borrower remains in compliance with an approved loss mitigation plan), or if a mortgage insurer or third-party guarantor or applicable law requires us to delay exercising loss mitigation remedies for a period of time longer than otherwise permitted under the trust agreement.

#### *Optional Repurchases*

At our option, we may repurchase a mortgage loan from a pool for any of the following reasons:

- the required principal and interest payments on a loan have not been made in full on each payment due date for four consecutive months;
- a bankruptcy court approves a bankruptcy plan that either (i) affects the key terms of the mortgage note or (ii) authorizes a transfer or substitution of all or part of the related mortgaged property, defeasance securities or supplemental collateral;
- compliance with applicable laws requires the loan to be modified in a way that will change key terms of the mortgage note;
- the loan does not conform in any material respect to the description contained in the related issue supplement or the prospectus or prospectus supplement pursuant to which the related certificates were sold;
- the related mortgaged property (other than a mortgaged property securing an advance under a Structured Transaction DUS arrangement) has suffered damage due to a disaster, terrorist attack or other catastrophe that was not caused by the borrower or key principal and that caused the property to suffer a reduction of at least 5% of its value as compared to its value at the time (i) the mortgage loan was originated, (ii) the related mortgaged property was first pledged as collateral for the related mortgage loan, or (iii) the mortgage loan was deposited into the related MBS trust;
- either (i) the loan is being assumed, or (ii) an interest in the mortgaged property or a direct or indirect interest in the borrower or key principal is being transferred and, in each case, the master servicer or the primary servicer believes a due-on-transfer provision is enforceable as collateral for the loan, or (iii) the mortgage loans was transferred to the trust;
- a loan that is full recourse to the borrower is assumed and the master servicer reasonably believes that the assumption results in a taxable event under the Internal Revenue Code;
- the master servicer or trustee is advised by counsel (who are not inside counsel and employees of the transferor with respect to that MBS trust) that removal of the loan from the pool is necessary or advisable to maintain the status of the MBS trust as a fixed investment trust for federal income tax purposes;

- the related mortgaged property is acquired by the MBS trust through foreclosure, deed in lieu of foreclosure or other means of conversion and becomes REO property; or
- the loan has ceased to be secured by assets of the type contemplated by the mortgage loan documents.

If the mortgage loans in the pool were originally sold to us and later pooled from our portfolio, the trust agreement requires that we repurchase the loans during a stated period if the repurchase is the result of any of the following: a bankruptcy filing; a modification by act of law; a terrorist attack, natural disaster or other catastrophe; or the loans cease to be secured by assets of the type contemplated in the mortgage documents.

#### *Repurchases for Loan Modifications*

We allow the repurchase and modification of certain non-performing loans under terms specified in our trust agreement. Nevertheless, we generally prohibit servicers that are servicing our performing loans from (i) repurchasing loans from our pools for the purpose of making loan modifications, or (ii) modifying loans that are in our pools. For pools containing multifamily mortgage loans insured by the Federal Housing Administration (“FHA”) or guaranteed by the U.S. Department of Agriculture (“USDA”) through its Rural Development’s Housing and Community Facilities Program, however, FHA or USDA may require that loans be modified as a part of the respective entity’s loss mitigation strategy. Before any modification may be made to an FHA-insured or USDA-guaranteed mortgage loan that would affect the interest rate, timing or amount of monthly payments or loan term, the loan will be repurchased from the pool. See “**FANNIE MAE PURCHASE PROGRAM—Multifamily Mortgage Loan Eligibility Standards—Underwriting Guidelines**,” for a description of FHA and USDA mortgage loans. The repurchase of FHA-insured or USDA-guaranteed loans for the purpose of modification will result in the prepayment of principal of the certificates with the same effect as borrower prepayments.

#### *Prepayment of Loans-Voluntary and Involuntary*

Prepayments or other early receipt of principal of the loans contained in your pool may affect, in some cases significantly, your effective yield on the related certificates. We cannot predict whether and to what extent any loan or any certificates actually will experience early prepayment of principal.

#### *Voluntary Prepayment*

Some multifamily mortgage loans permit voluntary prepayments in full at any time and others permit voluntary prepayments in full only after expiration of a “lockout “period. Most multifamily loans require the borrower to pay a prepayment premium if a loan is prepaid during a stated portion of its term (the “prepayment premium period”). The prospectus supplement will disclose any lockout period and prepayment premium period. See “**—Prepayment Premiums**” below for a further discussion of prepayment premiums. Some multifamily mortgage loans, including standard DUS loans, prohibit voluntary partial prepayments at all times while other loans, including Structured Transaction DUS loans, generally permit voluntary partial prepayments under certain circumstances.

#### *Involuntary Prepayment Due to Casualty or Condemnation*

A multifamily mortgage loan may experience an involuntary prepayment, which is the early receipt of all or a portion of the principal of a loan other than as a result of a voluntary prepayment by the borrower or a default on the loan. Most multifamily mortgage notes provide that the borrower is not required to pay a prepayment premium if an involuntary prepayment results from receipt of casualty insurance proceeds or a condemnation award affecting the related mortgaged property. **Unless the prospectus supplement otherwise provides, if we collect a prepayment**



**premium as the result of an involuntary prepayment due to casualty or condemnation, we will not pass through any share of the premium to certificateholders.**

Casualty insurance proceeds generally are not applied against the unpaid principal balance of the related loan. Instead, these proceeds generally are used to restore or repair the mortgaged property as long as the loan is not then in material default. However, all or part of the proceeds may be applied against the unpaid principal balance if permitted by the mortgage loan documents and, in that case, will then be passed through to certificateholders as a full or partial prepayment of principal.

Condemnation award proceeds generally are applied against the unpaid principal balance of the related loan as long as the loan is not then in material default. If the mortgaged property was affected by the condemnation but continues to operate, all or a portion of the proceeds may be used to repair or restore the mortgaged property if that use is permitted by the mortgage loan documents. If condemnation proceeds are applied against the unpaid principal balance, the proceeds are then passed through to certificateholders as a full or partial prepayment of principal.

When condemnation or casualty insurance proceeds are applied against the unpaid principal balance, some loans may permit or require reamortization of the remaining unpaid principal over the remaining amortization period. If a reamortization occurs, the amount of principal and interest paid by the borrower each month will be reduced. This reduction in payment will cause a corresponding reduction in the amount of principal and interest passed through to the certificateholders each month, affecting your yield. The prospectus supplement will identify any loans that permit or require reamortization.

### ***Prepayment of Loans-Default or Proceeds of Other Collateral***

A multifamily mortgage loan may be prepaid as the result of a default on the loan. If we repurchase a defaulted loan as permitted or required by the trust agreement, or if the related mortgaged property is sold, or if we purchase the related mortgaged property from the MBS trust after the property was acquired in satisfaction of the defaulted loan, the unpaid principal balance of the loan will be passed through to certificateholders. See ***“Prepayment of Loans-Repurchases”*** above. In the case of most defaulted loans, we are entitled under the loan documents to receive a prepayment premium from the borrower; however, we are generally unable to collect the prepayment premium. Even if we collect a prepayment premium as the result of such a sale we will not pay any portion of the premium to certificateholders.

If a loan is in default and the default interest paid by the borrower is found to be usurious, any portion of the default interest paid in excess of the permitted amount will be applied to reduce the unpaid principal balance of the loan. Applying the excess interest to reduce the principal of the loan will result in a partial prepayment of principal of the certificates that would be passed through to certificateholders. Any such partial prepayment of principal resulting from the application of excess interest is an involuntary prepayment. No prepayment premium will be payable as the result of an involuntary prepayment due to the application of excess interest.

A mortgage loan may also be prepaid from the proceeds of other collateral. Borrowers are sometimes required to enter into an agreement providing that the mortgaged property will reach a specified occupancy by a certain date or that certain improvements or repairs will be completed by a certain date. These obligations are sometimes secured by a letter of credit or similar collateral. If the required condition is not satisfied by the specified date, we may use the proceeds of the collateral to pay down the unpaid principal balance and pay any required prepayment premium. In that case, the proceeds of the collateral will be passed through to certificateholders as a prepayment of principal along with the certificateholders' share, if any, of any prepayment premiums that we actually collect.



### ***Prepayment of Loans-Assumptions of Multifamily Loans and Transfers of Interests in Borrowers***

Most multifamily mortgage loans provide that the lender can require payment in full if the borrower sells or transfers either the related mortgaged property or ownership interests in the borrower without the consent of the lender. Loans that are non-recourse to the borrower are generally permitted to be assumed by a new borrower, or ownership interests are permitted to be transferred to a transferee, where the new borrower/transferee meets our then current standards of creditworthiness and management ability. If the loan is being assumed, the new borrower/transferee generally is required to execute an assumption agreement. A transfer fee and/or an assumption fee is generally required for both transfers and assumptions. If we receive any transfer fee and/or assumption fee in connection with an assumption or a transfer, no portion of the fee will be shared with certificateholders. If a loan is full recourse to the original borrower, an assumption may not be permitted in certain cases, resulting in a repurchase of the loan from the pool. See “***Prepayment of Loans-Repurchases—Optional Repurchases,***” above.

### ***Prepayment of Loans-Existing and Future Additional Mortgage Liens***

A pool may contain a multifamily mortgage loan secured by a mortgaged property that already secures another loan. Moreover, one or more additional loans may be made in the future, each of which would be secured by a lien on the mortgaged property.

#### ***Existing Mortgage Liens***

If so provided in the prospectus supplement, a loan in your pool may be secured by a mortgaged property already securing a senior lien mortgage loan. If the prospectus supplement for your pool identifies any existing senior or subordinate mortgage loans already secured by the mortgaged property, we will disclose a combined underwritten debt service coverage ratio and underwritten loan-to-value ratio for the purchased mortgage loan and, if the information is available, any identified existing mortgage loan. If we determine that the existing subordinate financing is “soft” financing that is provided by a government agency or organization to promote affordable housing and that is not expected to have any material effect on the property’s cash flow, we generally do not include the terms of the financing in calculating these ratios. See “**MULTIFAMILY MORTGAGE LOANS—Special Feature Mortgage Loans—Multifamily Affordable Housing Loans and Low-Income Housing Tax Credit Loans**” for a more detailed discussion of soft financing. Multifamily mortgage loan documents typically provide that the loan in your pool is cross-defaulted with the existing loan. As a result, a default under an existing loan may also cause a default under the loan in your pool. See “***Prepayment of Loans-Cross-Default and Cross-Collateralization Provisions—Effect of Event of Default,***” below for further discussion about the result of cross-defaults.

#### ***Future Mortgage Liens***

A subordinate lien mortgage loan may be made after the issue date of the certificates and may be secured by a mortgaged property already securing a loan in your pool. For fixed-rate loans, our guidelines generally require a determination to be made that the combined underwritten debt service coverage ratio of the new subordinate lien loan and the existing loan in the pool is not less than 1.20x. The related prospectus supplement will specify if a mortgaged property may secure future subordinate lien loans where the combined underwritten debt service coverage ratio is less than 1.20x. Multifamily mortgage loan documents typically provide that all loans secured by the same mortgaged property are cross-defaulted. As a result, a default under an existing or future subordinate mortgage loan may also cause a default under the loan in your pool. See “***Prepayment of Loans-Cross-Default and Cross-Collateralization Provisions—Effect of Event of Default,***” below for a further discussion about the result of cross-defaults.

### ***Prepayment of Loans-Cross-Default and Cross-Collateralization Provisions***

In certain cases, the multifamily mortgage loans in a pool may be cross-defaulted or cross-defaulted/cross-collateralized with one or more other loans. Mortgage loans are typically crossed when they have either a common borrower or different borrowers that are owned by a common entity. In some cases, the crossed loans are held in the same pool while in other cases the crossed loans may be held in different pools or may be owned by us. The prospectus supplement will specify if the loan in a pool is cross-defaulted and/or cross-collateralized with another loan.

If a loan in your pool is cross-defaulted with one or more other loans, whether or not the other cross-defaulted loan(s) is included in your pool, an event of default under one of the cross-defaulted loans may trigger an event of default under each of the other cross-defaulted loans, including the loan in your pool. In this case, not only may we declare the defaulted cross-defaulted loan immediately due and payable but we may also declare the other cross-defaulted loans immediately due and payable, including the loan in your pool. If one or more of the loans in your pool is paid in full, you will receive an early prepayment of principal.

If a loan in your pool is not only cross-defaulted but also cross-collateralized with one or more other loans, whether or not the other crossed loan(s) is included in your pool, the mortgaged property securing the loan in your pool will serve as additional collateral for each of the other crossed loans. In that case, the loan in your pool would be secured not only by a lien on the related mortgaged property but also by a lien on each of the other mortgaged properties. At the same time, the related mortgaged property would also secure the other crossed loans. Cross-collateralization provisions expand the collateral available for repayment of one loan to include not only the related mortgaged property but also the other crossed mortgaged properties. If an event of default occurs under one of the crossed loans, the outstanding obligations under the defaulted loan can be satisfied by selling not only the other crossed mortgaged properties but also the mortgaged property securing the loan in your pool. If the related mortgaged property is sold, you will receive an early prepayment of principal from the related loan or loans. If prepaid loans are the only loans in the pool at the time of prepayment, the pool will be terminated and the stated principal balance of the remaining loans will be paid to you.

A pool may also contain loans that (i) are either cross-defaulted or cross-defaulted and cross-collateralized with loans that are not in the pool, including loans that have not yet been made, (ii) contain provisions allowing loans to be released from the cross-default (and, if applicable, the cross-collateralization) provisions, and (iii) provide special cross-default (and, if applicable, cross-collateralization) terms. In any of these cases, the prospectus supplement will describe the terms of the cross-default and/or cross-collateralization provisions applicable to the loans in the pool and will either identify the crossed loans that are not in the pool or provide a description of the future loan that, if made, will be crossed with loans in the pool.

#### ***Effect of Event of Default***

An event of default may occur under a mortgage loan not included in your pool but secured by the mortgaged property that also secures the mortgage loan in your pool. The event of default (i) may trigger an event of default under the mortgage loan in your pool or any other mortgage loans and (ii) may entitle the holder of the other mortgage lien to foreclose on and sell the mortgaged property subject to the lien of any mortgage loans senior to the defaulted mortgage loan. If this occurs, we will be entitled to declare the entire unpaid principal balance of the mortgage loan in your pool due and payable. In that case, you will receive an early payment of principal from the mortgage loan related to the certificates. If the mortgage loan is the only loan in the pool at that time, your pool will be terminated and the stated principal balance of the loan will be paid to you.

#### ***Prepayment Premiums***

The prospectus supplement will disclose whether a prepayment of a multifamily mortgage loan in the pool requires the payment of a prepayment premium and, if so, the method used to calculate

the prepayment premium. In addition, the prospectus supplement will state whether certificateholders share in all or part of any prepayment premium paid on a loan in the pool. We will pass through to certificateholders their share of a prepayment premium only to the extent that the prepayment premium is collected by us and that some portion of the collected prepayment premium remains after we have deducted our full share. The prospectus supplement will describe any manner in which the terms for collection or application of prepayments differ from those explained in this prospectus. **We do not guarantee to any MBS trust the payment of any prepayment premiums.**

Under certain circumstances, even if the loan documents require payment of a prepayment premium, we, in our capacity as master servicer, may waive the premium. Under the trust agreement, we may permit the waiver of any portion of the prepayment premium that is payable to the servicer or to us. However, we may not permit the waiver of any portion of the prepayment premium that is payable to certificateholders unless one of the following conditions is satisfied:

- the mortgage loan is in default or we or the primary servicer determines that a default is reasonably foreseeable and the market value of the related mortgaged property and any other collateral securing the mortgage loan is insufficient to pay in full the mortgage loan and the prepayment premium;
- we determine that enforceability of the prepayment premium is limited by court order or by bankruptcy, insolvency, moratorium, receivership, or other similar law relating to creditors' rights generally, or
- we reasonably believe that enforceability of the prepayment premium is otherwise limited or prohibited by applicable law or otherwise is unlikely to be enforced by a court.

Even if a borrower prepays a mortgage loan where the terms of the loan require the borrower to pay a prepayment premium, we may not collect the prepayment premium. Some states have laws that limit the amounts a lender may collect from a borrower in connection with a voluntary prepayment or that may make it difficult to collect a prepayment premium in connection with an involuntary prepayment. We do not ensure that the imposition of a prepayment premium is enforceable or collectible under the laws of any state or territory.

If a borrower or an affiliated party becomes involved in a bankruptcy proceeding, the bankruptcy court may order the sale of a mortgaged property even though the related mortgage loan is not in default. If the mortgaged property is ordered to be sold, the bankruptcy court may refuse to order payment of the prepayment premium required under the terms of the mortgage note. In that case, we may not collect the full prepayment premium, or we may collect only a portion of the prepayment premium pursuant to an agreement with the creditors' committee. Even if the prospectus supplement provides that certificateholders share in the prepayment premium, we will pass through to certificateholders their share of the prepayment premium only to the extent that the prepayment premium is actually collected by us and that collected prepayment premium remains after we have deducted our full share.

### ***Mortgage Loan Substitution***

A mortgage loan may be withdrawn from the related pool and another mortgage loan substituted in its place if (i) there is a material breach of a representation or warranty made in connection with the sale of that loan to us, (ii) there is a material defect in the related mortgage loan documents, or (iii) the loan does not conform in any material respect to the description contained either in the prospectus, including the prospectus supplement, pursuant to which the related certificates were sold or in the related trust issue supplement, or in both.

The substitution of another mortgage loan for the withdrawn mortgage loan must take place within the same due period in which the withdrawal occurs and (a) if the withdrawal is caused by an event described in clause (iii), within 90 days after the issue date of the related certificates, or (b) if

the withdrawal is caused by an event described in clauses (i) or (ii), within two years after the issue date of the related certificates.

Any substitute mortgage loan must satisfy the following criteria at the time of substitution:

- it is not delinquent as to any payment;
- its outstanding principal balance does not exceed the stated principal balance of the withdrawn loan at the time of the withdrawal;
- each mortgaged property securing the substitute loan is located in the same state or U.S. territory or in a comparable rental market as each mortgaged property securing the withdrawn loan;
- if the withdrawn loan has a fixed rate of interest, the substitute loan has a fixed rate of interest that is not less than or materially greater than the interest rate of the withdrawn loan;
- if the withdrawn loan is an ARM loan, the substitute loan is an ARM loan with (1) the same or a similar adjustment index, (2) the same frequency of adjustments, and (3) margin and payment caps that each are within 1% of those of the withdrawn loan;
- if the withdrawn loan is a negative amortization loan, the substitute loan is a negative amortization loan;
- the last scheduled payment date of the substitute loan is no later than, and no more than two years earlier than, the last scheduled payment date of the withdrawn loan;
- if the withdrawn loan is a participation interest in a loan, the substitute loan is a participation interest in a loan; and
- if the withdrawn loan is a government mortgage loan, the substitute loan is a government mortgage loan under the same governmental program with the same type of insurance or guaranty.

Not later than the first distribution date after the substitution, we will deposit into the certificate account the amount, if any, by which the stated principal balance of the withdrawn loan exceeds the issue date loan balance of the substitute mortgage loan, together with one month's interest on that excess principal amount. The one month's interest will equal the net rate on the withdrawn loan times the excess principal amount. (The net rate equals, for a fixed-rate loan, the pass-through rate for the related pool, and for an adjustable-rate loan, the loan interest rate minus the spread rate specified in the related issue supplement.)

### ***Defeasance***

If expressly permitted by the related mortgage loan documents and so identified in the prospectus supplement, a multifamily mortgage loan may be a defeasance loan, which permits a borrower to release a property from the lien of the mortgage by defeasing the loan through the delivery of substitute collateral during a stated defeasance period. Defeasance loans often have initial lockout periods during which borrowers cannot elect to defease the loans. After any lockout period expires, the borrower may elect to defease the loan at any time during the defeasance period. The borrower may prepay the loan, without payment of any prepayment premium, during the period, if any, remaining after expiration of the defeasance period and before the loan maturity date.

After the borrower elects to defease a loan and delivers acceptable substitute collateral (federal government or agency securities), a third-party successor borrower will assume all liability under the related mortgage note and assume the interest of the borrower, subject to our security interest, in the acceptable substitute collateral. (The successor borrower may be a corporation or another entity owned in whole or in part by Fannie Mae.) The original borrower is then released from further liability under the mortgage note, and the mortgaged property securing the loan is released from the

lien of the mortgage. The defeased loan remains in the pool, and the substitute collateral securing the loan will fund the scheduled principal and interest payments on the loan for the remainder of the term. Because defeasance does not result in any prepayment of principal on the loan, no prepayment premium is payable, and the pool containing the defeased loan will not terminate as a result of defeasance even if the defeased loan is the only loan in the pool. See **“MATERIAL FEDERAL INCOME TAX CONSEQUENCES—Special Tax Attributes—Defeasance Mortgage Loans”** for a discussion of the possible tax implications of replacing the mortgaged property securing the mortgage loan with acceptable substitute collateral.

Before a defeasance loan has been defeased, it may be involuntarily prepaid in the same manner as non-defeasance loans. See **“—Prepayment of Loans—Voluntary and Involuntary—Involuntary Prepayment Due to Casualty or Condemnation”** above. If any involuntary prepayments are made, they will be passed through to certificateholders as full or partial early prepayments of principal. After a defeasance loan is defeased, no involuntary prepayments will be received because (i) the loan is no longer secured by real property subject to casualty or condemnation, and (ii) the substitute collateral funds the remaining principal and interest payments for the loan. When a defeasance loan is defeased, we will disclose that information on our Web site.

## MULTIFAMILY MORTGAGE LOAN POOLS

We combine multifamily mortgage loans into pools and issue our guaranteed mortgage pass-through certificates or MBS that evidence ownership interests in the pooled loans. We may also create pools of participation interests in multifamily mortgage loans. For purposes of our description here, a participation interest is considered as if it were a separate multifamily mortgage loan, and payments on the participation interest are treated as if they were payments on the underlying loan. If we create a pool of participation interests, the prospectus supplement for your certificates will specify that the pool is composed of participation interests in multifamily mortgage loans.

We purchase and securitize multifamily loans under two product lines. One is our DUS product line, which includes two product types: standard DUS loans and Structured Transaction DUS loans. See **“MULTIFAMILY MORTGAGE LOANS—DUS Loans—Standard DUS Loans”** and **“—Structured Transaction DUS Loans”** below for a more complete description of these two types of DUS loans. The other is our Negotiated Transactions (“NT”) product line. See **“MULTIFAMILY MORTGAGE LOANS—Negotiated Transactions”** below for a more complete description of NT loans.

Each time that we issue a multifamily MBS, we prepare disclosure documents that describe the terms of the MBS. These disclosure documents are delivered to the MBS investor and posted on our Web site at [www.fanniemae.com](http://www.fanniemae.com). The at-issuance disclosure documents for a multifamily MBS consist of this prospectus, a related prospectus supplement and any documents incorporated by reference into this prospectus or related prospectus supplement. See **“INCORPORATION BY REFERENCE”** above.

For standard DUS loans, the prospectus supplement has two parts: a prospectus supplement narrative and a Schedule of Pool and Loan Information. The Schedule of Pool and Loan Information includes a Pool Statistics page, which provides pool-level data as of the issue date, and an individual Multifamily Schedule of Loan Information for each loan in the pool, which discloses loan-level data and property-level data.

For Structured Transaction DUS loans and NT loans, the prospectus supplement has three parts: a prospectus supplement narrative, a Pool Statistics page with pool-level data, and a Schedule of Loan Information for each loan in the pool. The prospectus supplement narrative describes the structure and general terms of the MBS. See **“—Mortgage Loan Pool Statistics”** below and **“MULTIFAMILY MORTGAGE LOANS—General Characteristics of Multifamily Loans—Multifamily Schedule of Loan Information/Schedule of Loan Information”** for



further details. These at-issuance disclosure documents contain the most current information available to us as of the date on which the certificates are issued, unless the prospectus supplement provides for a different date. After an MBS is issued, the related at-issuance disclosure documents may be corrected during the applicable offering period. Corrected documents are posted on our Web site. After the offering period, we provide corrected information on PoolTalk® and elsewhere on our Web site but we do not revise the at-issuance offering documents to provide any updated information.

## **Pool Prefixes**

We assign a separate pool number to each mortgage loan pool and the related issue of certificates. We also assign a two-character prefix that identifies the type of multifamily loans in that pool and the basic terms of the certificates. The type of information reflected by the prefix includes whether the multifamily loans are conventional or insured or guaranteed by the government, whether they bear interest at a fixed rate or an adjustable rate, whether the certificates and the underlying loans calculate interest on a 30/360 basis, an actual/360 basis or some other basis, the length of the loan terms, and whether the underlying loans are fully amortizing or have a balloon payment at maturity. No pool will contain both fixed-rate and adjustable-rate loans.

Pool prefixes provide a quick and easy reference source for the characteristics of the loans in a pool. ***Nevertheless, when deciding whether to purchase certificates, you should rely on pool prefixes only in conjunction with the information in this prospectus, the related prospectus supplement and any information that we have incorporated into these documents by reference.***

Some frequently used multifamily prefixes are listed on **Exhibit A** at the end of this prospectus. Current information about prefixes, including any prefixes created after the date of this prospectus, may be found on our Web site.

## **Monthly Pool Factor and Other Updated Information**

On or about the fourth business day of each month, we will publish the current monthly pool factor for each issue of certificates that remains outstanding. If you multiply the monthly pool factor by the original unpaid principal balance of the certificates, you will obtain the current principal balance of the certificates, after giving effect to the monthly principal payment to be passed through on the distribution date in that month. These monthly pool factors are made available each month on our Web site and in various financial publications. We also provide ongoing information for some characteristics of certain pools and certain loans on PoolTalk or elsewhere on our Web site. Unless otherwise stated in this prospectus or a prospectus supplement, information on our Web site is ***not*** incorporated by reference in this prospectus or in any prospectus supplement.

## **Mortgage Loan Pool Statistics**

The Pool Statistics page discloses the prefix, pool number and CUSIP number of the pool, the issue date of the certificates, the principal balance of the pool on the issue date, the pass-through rate for the pool and the distribution date for the pool. In addition, we will disclose certain characteristics of the underlying mortgage loans in the pool. Although the characteristics included in the pool statistics for any particular pool may vary, the pool statistics generally include the characteristics listed below and may include other characteristics where appropriate. In addition, some of the characteristics are applicable only to multifamily ARM loans.



### *Pool-Level Characteristics*

#### *Most Loans*

- Highest Issuance Note Rate
- Lowest Issuance Note Rate
- Weighted Issuance Average Coupon
- Largest Issuance Unpaid Principal Balance
- Smallest Issuance Unpaid Principal Balance
- Average Issuance Unpaid Principal Balance
- Security Maturity Date
- Weighted Average Remaining Term to Maturity (Months)
- Number of Loans
- Settlement Date
- % of Unpaid Principal Balance of Loans with Interest Only First Distribution
- Security Funds Transfer Type
- Transaction Type
- Security Type
- Seller Name
- Servicer Name

#### *Additional Characteristics for ARM Loans*

- Pool Subtype
- Range of Net Coupons
- Weighted Average Issuance Net Coupon
- Highest Issuance MBS Margin
- Lowest Issuance MBS Margin
- Range of Issuance MBS Margins
- Weighted Average Issuance MBS Margin
- Highest Issuance Pass-Through Rate
- Lowest Issuance Pass-Through Rate
- Weighted Average Issuance Pass-Through Rate
- Initial Pool Accrual Rate
- Weighted Average Maximum Pool Accrual Rate
- Weighted Average Minimum Pool Accrual Rate
- Highest Net Life Cap
- Lowest Net Life Cap
- Range of Net Life Caps
- Weighted Average Net Life Cap
- Highest Net Life Floor
- Lowest Net Life Floor
- Range of Net Life Floors
- Weighted Average Net Life Floor
- Initial Rate Change Date
- Next Rate Change Date Table
- Weighted Average Months to Roll
- Distribution of Loans by First Payment Date

For an explanation of these data elements, please read “**DISCLOSURE METHODOLOGY,**” which is attached as **Exhibit B** to this prospectus. Certificateholders should determine for themselves how to use the pool statistics.

### **MULTIFAMILY MORTGAGE LOANS**

Each multifamily mortgage loan in a pool is evidenced by a promissory note and secured by a deed of trust, mortgage or similar security instrument creating a first lien (or, if the prospectus supplement so states, a subordinate lien) on a multifamily residential property consisting of five or more residential units. The loans bear interest at either a fixed or an adjustable rate. Each mortgage loan requires the borrower to make monthly payments of principal and interest, except as provided otherwise in the prospectus supplement. The loans may be originated for the purpose of financing the purchase of or refinancing a loan on a multifamily property. Multifamily loans in our pools may be

seasoned, meaning they were originated more than 12 months before pooling, or they may be newly originated, which means they were originated 12 months or less before pooling.

Either we or our custodian will take possession of the original note endorsed to us (or a duplicate copy of the original note along with a lost note affidavit, in the case of notes that have been lost or are missing), and a filed or recorded assignment to us of the mortgage or deed of trust. We may permit variations of these procedures in certain cases. If we use a custodian, the custodian may be one of our sellers, primary servicers or subservicers or affiliates of any of them. In all cases, the custodian must be approved by Fannie Mae. Before issuing a series of certificates, we review the mortgage loan schedule for that series and later may, from time to time, conduct random spot checks to confirm that the related documents are held by the custodian. We may also file a Uniform Commercial Code financing statement or UCC-1 against any seller that has sold us mortgage loans under a contract in which the seller assumes any recourse or loss sharing on the mortgage loans.

We have the right to change these document delivery and custody requirements at any time so long as we determine that the change will not materially and adversely affect the certificateholders' interests. We have set up these requirements to protect certificateholders' interests in the mortgage loans contained in the related pool. Nevertheless, because the law is unclear regarding a liquidation, reorganization or similar proceeding involving the assets of Fannie Mae, no assurance can be given regarding the status of the certificateholders' interests in the mortgage loans if a proceeding of that type should occur.

Most of the multifamily mortgage loans included in our pools are conventional mortgage loans—that is, loans that are not insured by the FHA or guaranteed by the USDA through its Rural Development's Housing and Community Facilities Program or by other government agencies. We refer to non-conventional loans as government loans and refer to pools that include exclusively government loans as government pools, which are designated by a separate pool prefix. Some conventional loan pools, however, may include loans that are insured by the FHA or guaranteed by the USDA. Our pools include loans originated for the purpose of purchasing, refinancing and/or rehabilitating multifamily residential properties, including apartment buildings, apartment communities, small apartment properties, cooperative housing projects, seniors housing, manufactured housing communities and student housing. Many of these properties are considered affordable multifamily housing.

Both conventional loans and government loans can bear interest at either a fixed rate or an adjustable rate. The loans may have different methods for calculating interest and repaying principal, varying loan terms and restrictions and other features.

Non-interest bearing mortgage loans are included in mortgage loan pools that back Discount Mortgage Backed Securities ("DMBS") certificates. For more information about non-interest bearing mortgage loans and DMBS certificates, see the Prospectus for Fannie Mae Guaranteed Discount Mortgage-Backed Certificates (Multifamily Residential Mortgage Loans) dated September 1, 2007 (the "Multifamily DMBS Prospectus.")

## **Fixed-Rate Loans**

Fixed-rate mortgage loans bear interest at rates that are fixed at origination and remain constant until the maturity date. Each fixed-rate loan type is described below. A fixed-rate pool will contain mortgage loans of only one type. The prospectus supplement will identify the type of loans included in the pool.

- ***Partially amortizing equal payment loans with balloon payments***—Each scheduled monthly payment of principal and interest, except the final payment, is in the same amount. The amount of principal amortized each month is equal to the principal that would be amortized over an amortization period that is longer than the loan term. The final scheduled

payment at maturity is a lump sum or balloon payment that is substantially larger than any previous scheduled payment.

- ***Interest-only initially to partially amortizing equal payment loans with balloon payments***—During an initial period of time, no scheduled principal payment is due on the loan, and the borrower’s required monthly payment is set at an amount sufficient to pay only the monthly interest due on the outstanding principal balance at the mortgage interest rate. Consequently, during this initial period, payments on certificates backed by pools of this type of mortgage loan will consist only of interest and unscheduled principal from partial or full prepayments on the mortgage loans. On the first payment due date after the end of the initial interest-only period, the monthly payment amount will change to an amount necessary to pay interest at the mortgage interest rate and to partially amortize the outstanding principal balance of the loan on a level debt service basis over the remainder of its term. (The amount of principal amortized each month is equal to the principal that would be amortized over an amortization period that is longer than the loan term). The final scheduled payment at maturity is a lump sum or balloon payment that is substantially larger than any previous scheduled payment. After the end of the interest-only period, distributions on the certificates related to the new monthly payment will include scheduled principal as well as unscheduled principal and monthly interest at the fixed MBS pass-through rate.
- ***Interest-only equal payment loans with balloon payments***—No scheduled principal payments are due on the loan during its term, and the borrower’s required monthly payment is set at an amount sufficient to pay only the monthly interest due on the outstanding principal balance at the mortgage interest rate. As a result, during the term of the loan, payments on certificates backed by pools of this type of mortgage loan will consist only of interest and unscheduled principal from partial or full prepayments on the mortgage loans. The final scheduled payment at maturity is a lump sum or balloon payment of all outstanding principal plus all accrued and unpaid interest.
- ***Fully amortizing equal payment loans***—Each scheduled monthly payment of principal and interest is in the same amount and fully amortizes the principal of the loan over its term. The term is usually 25 or 30 years.
- ***Interest-only initially to fully amortizing equal payment loans***—During the initial interest-only period, the payments will be made as described above in “***Interest-only initially to partially amortizing equal payment loans with balloon payments.***” On the first payment due date after the end of the initial interest-only period, the monthly payment amount will change to an amount necessary to pay interest at the mortgage interest rate and to fully amortize the outstanding principal balance of the loan on a level debt service basis over the remainder of its term. After the end of the interest-only period, distributions on the certificates related to the new monthly payment will include scheduled principal as well as unscheduled principal and monthly interest at the fixed pass-through rate.

### **Adjustable-Rate Loans (ARM Loans)**

ARM pools consist entirely of one or more mortgage loans that bear interest at rates that adjust periodically in response to changes in an index. Some of the frequently used indices are described under “***ARM Indices***” below. We will calculate interest for each adjustable-rate pool at a monthly rate, which we call the “pool accrual rate.” The pool accrual rate is equal to the weighted average of the mortgage interest rates (net of the sum of our servicing fee and our guaranty fee) for each loan in that pool. Therefore, the pool accrual rate is not a fixed pass-through rate and generally will vary from month to month as mortgage loans adjust, amortize or prepay. We refer to the sum of the servicing fee and our guaranty fee as the “fee percentage.” We refer to the difference between the loan’s mortgage margin (a percentage specified in a mortgage note) and the fee percentage as the

“MBS margin.” The following illustrates the methods for determining pool accrual rate, fee percentage and mortgage margin:

<b>Pool Accrual Rate</b>	=	Weighted Average of (Mortgage Interest Rate* – Fee Percentage*)
<b>Fee Percentage*</b>	=	Servicing Fee* + Guaranty Fee*
<b>MBS Margin*</b>	=	Mortgage Margin* – Fee Percentage*

\* For each mortgage loan in the pool.

ARM loans may have an initial fixed interest rate period during which the interest for the loans accrues at a fixed rate that is not based upon an index or the loan’s mortgage margin. Beginning on the first interest rate change date for each of the ARM loans in a pool, the interest on the loan will accrue at a rate equal to the index value plus the mortgage margin (subject to rounding and to interest rate caps and floors). The first interest rate change date for the ARM loans in your pool may have occurred before the issue date of the certificates.

In some ARM pools, the mortgage margin may be 0%. Because we usually charge a fee percentage, where the mortgage margin is 0% the MBS margin will be expressed as a negative value MBS margin in the pool statistics. However, the pool accrual rate for pools containing loans of this type will still be equal to the weighted average of the mortgage interest rate (net of the fee percentage) for each loan in the pool.

We generally establish the MBS margin for loans in a multifamily ARM loan pool in one of two ways:

- In some ARM loan pools, the MBS margin is the same for all loans in the pool, even though the mortgage margins may vary from loan to loan. We accomplish this by varying our fee percentage from loan to loan, so that the difference between each loan’s mortgage margin and its corresponding fee percentage results in an MBS margin that is the same for each loan. We refer to this type of ARM loan pool as a fixed MBS margin pool.
- In other ARM loan pools, our fee percentage is the same for each of the loans in the pool, with the result that the MBS margins vary among the loans in the pool to the same degree as do the mortgage margins. We refer to this type of ARM loan pool as a weighted average MBS margin pool.

We will provide information about the MBS margin for your pool on the Pool Statistics page. Each month we make available updated MBS margin information for each pool on our Web site and in various financial publications.

### ***Types of ARM Loans***

Each ARM loan type is described below. ARM pools generally will contain loans of only one type, which will be identified in the related prospectus supplement.

- ***Partially amortizing ARM loans with balloon payments***—The interest rate adjusts periodically during the term of the loan. Each time the rate is adjusted, the monthly payment amount will change to an amount necessary to pay interest at the then applicable interest rate and to pay principal in an amount that partially amortizes the outstanding principal balance of the loan on a level payment basis over the remainder of its term, based on the then current interest rate. (The amount of principal amortized each month is equal to the principal that would be amortized over an amortization period that is longer than the loan term.) The final scheduled payment at maturity is a lump sum or balloon payment that is substantially larger than any previous scheduled payment.
- ***Interest-only initially to partially amortizing ARM loans with balloon payments***—The interest rate adjusts periodically during the term of the loan. During an initial

period of time, the interest rate is fixed and no scheduled principal payment is due on the loan. During this time, the borrower's required monthly payment is set at an amount sufficient to pay only the monthly interest due at the then-applicable interest rate. As a result, during this initial period, payments on certificates backed by pools of mortgage loans of this type will consist only of interest and unscheduled principal from partial or full prepayments on the mortgage loans. On the first payment due date after the end of the initial interest-only period, the monthly payment amount will change to an amount necessary to pay interest at the then applicable interest rate and to pay principal in an amount that partially amortizes the outstanding principal balance of the loan on a level payment basis over the remainder of its term, based on the then current interest rate. (The amount of principal amortized each month is equal to the principal that would be amortized over an amortization period that is longer than the loan term.) The final scheduled payment at maturity is a lump sum or balloon payment that is substantially larger than any previous scheduled payment. After the end of the interest-only period, the new monthly payments include scheduled principal as well as unscheduled principal and monthly interest at the pool accrual rate then in effect.

- ***Interest-only ARM loans with balloon payments***—No scheduled principal payments are due on the loan during its term. The interest rate on the loan will adjust periodically during the term of the loan. Each time the rate is adjusted, the monthly payment amount will change to an amount necessary to pay only the monthly interest due at the then applicable interest rate. As a result, during the term of the loan, payments on certificates backed by pools of mortgage loans of this type will consist only of interest and unscheduled principal from partial or full prepayment on the mortgage loans. The final scheduled payment at maturity is a lump sum or balloon payment of all outstanding principal plus all accrued and unpaid interest.
- ***Interest-only initially to fully amortizing ARM loans***—The interest rate adjusts periodically during the term of the loan. During the interest-only period, payments will be made as described above in “***Interest-only initially to partially amortizing ARM loans with balloon payments.***” On the first payment due date after the end of the initial interest-only period, the monthly payment amount will change to an amount necessary to pay interest at the then applicable interest rate and to pay principal in an amount that fully amortizes the outstanding principal balance of the loan on a level payment basis over the remainder of its term, based on the then current interest rate. After the end of the initial interest-only period, the new monthly payments include scheduled principal as well as unscheduled principal and monthly interest at the pool accrual rate then in effect.
- ***Fully amortizing ARM loans***—The interest rate adjusts periodically during the term of the loan to a rate based on the index and mortgage margin specified in the mortgage note. Each time the rate is adjusted, the monthly payment amount will change to an amount necessary to pay interest at the then applicable interest rate and to pay principal in an amount that fully amortizes the outstanding principal balance of the loan on a level payment basis over the remainder of its term, based on the then current interest rate.
- ***Deferred interest/negative amortization ARM loans***—As with ARM loans that do not permit negative amortization, the interest rate and payment amount adjust periodically during the term of the loan. These ARM loans, however, have either or both (i) an adjustment schedule in which the payment amounts are adjusted less frequently than the interest rate or (ii) a payment cap that limits the amount by which the payment can increase as a result of an interest rate increase. This feature creates the possibility that after an interest rate change, the monthly payment on the ARM loan will be insufficient to cover the accrued interest. Whenever that occurs, the portion of interest that is not included in the payment amount will be added to the loan's principal balance. This addition to principal is referred to as negative amortization. Interest will then accrue on the new higher mortgage balance.



- **ARM loans with fixed-rate conversion option**—The interest rate and payments adjust in the same manner as fully amortizing or partially amortizing ARM loans described above, as appropriate, unless the loan is converted to a fixed-rate loan. The borrower has the option to convert the interest rate to a fixed rate at specified times as long as certain conditions (which are specified in the prospectus supplement) are met. We will repurchase the loan from the pool no later than the calendar month before the loan begins to accrue interest at the new fixed rate.

### **How ARM Loans Work**

- **Initial fixed-rate period.** For an initial period, interest on most ARM loans accrues at a fixed rate, which may or may not be based on the index value in effect at the time of the loan's origination. The prospectus supplement will specify (i) the initial interest rate if the loan has not yet had an interest rate change, or the current interest rate if the loan has had an interest rate change, (ii) the length of time from loan origination to the first interest rate change date for each loan in the pool that has not yet had an interest rate change and (iii) the frequency of interest rate changes.
- **Calculation of the adjustable interest rate.** After the initial fixed-rate period, if any, the interest rate on an ARM loan is adjusted at regular intervals specified in the mortgage note. On each interest rate change date, the interest rate is adjusted to equal the sum of the index value most recently available as of a date specified in the mortgage note plus the mortgage margin. Except as otherwise specified in the related prospectus supplement, the result is rounded according to the rounding convention stated in the mortgage note or, if none is stated, to three decimal points. The index value to be used will be the latest index value available as of a date that precedes the rate change by the lookback period. The lookback period is the number of days specified in the related mortgage note that fall between the interest rate change date and the specified earlier date. The prospectus supplement will specify the lookback period for each ARM loan.
- **Interest rate caps and floors; payment change and payment caps.** Many ARM loans contain periodic interest rate caps and floors, which limit the amount by which the interest rate can increase or decrease on each interest rate change date. Many ARM loans also include a lifetime interest rate cap (requiring that the interest rate on the loan never exceed the lifetime interest rate cap, regardless of the applicable index value) and a lifetime interest rate floor (prohibiting the interest rate from being set below the lifetime interest rate floor, regardless of the applicable index value). If no lifetime interest rate floor is specified, we treat the related mortgage margin as the floor. The prospectus supplement will specify any periodic interest rate caps and floors that apply to the initial rate change and to each interest rate change and will also describe any lifetime interest rate caps and lifetime interest rate floors. Unless the prospectus supplement states otherwise: (i) all payment adjustments on ARM loans will be effective in the month after each interest rate change and (ii) no payment caps limiting the amount by which the payment can increase or decrease will apply to the ARM loans in the pool.
- **Options to convert to fixed rate.** Some ARM loans permit the borrower to convert the loan to a fixed-rate loan at certain times specified in the mortgage loan documents. If the borrower exercises the right to convert the ARM loan to a fixed-rate loan, we will purchase the loan from the pool no later than the calendar month before the loan begins to accrue interest at the new fixed rate. The purchase price will equal the ARM loan's stated principal balance, together with one month's interest at its then-current pool accrual rate. The prospectus supplement will identify ARM loan pools that include convertible ARM loans and specify the times when a borrower may convert an ARM loan to a fixed-rate loan as long as the conditions specified in the prospectus supplement are met.



- **Rate changes upon assumption.** If a mortgaged property securing an ARM loan is sold, many ARM loans permit the new purchaser of the mortgaged property to assume the loan, provided that the purchaser is reasonably satisfactory to the lender. Some ARM loans permit assumption of the loans at any time during their terms while other ARM loans require the expiration of either a prescribed length of time or an initial period of time during which the loans are accruing interest at fixed rates. For additional information about the rules that apply in this circumstance, see “—YIELD, MATURITY AND PREPAYMENT CONSIDERATION—Maturity and Prepayment Considerations—Prepayment of Loans—Assumptions of Multifamily Loans and Transfers of Interests in Borrowers,” below. In some cases, the maximum and minimum interest rates, and the maximum and minimum payment caps and/or the lifetime interest rate caps may be reset at the time of assumption to reflect then-prevailing market interest rates. If a pool includes ARM loans that provide for resets of any of these features at the time a loan is assumed, we will repurchase any such ARM loan from the pool before the effective date of the reset.
- **Effective Date of Adjustment.** Unless the prospectus supplement states otherwise, all payment adjustments on ARM loans will be effective in the month after each interest rate change date.
- **Negative amortization.** Unless we specify otherwise in the prospectus supplement, the pool will contain no ARM loans that permit negative amortization.
- **Payment change frequency and payment caps for negative amortization loans.** If an ARM loan permits negative amortization, there may be times when the monthly payment is insufficient to pay all of the interest that has accrued during the month. This usually occurs in one or both of the following instances: when payments are not adjusted as frequently as the interest rate adjusts or when a payment cap applies. Payment caps and floors limit the amount by which the borrower’s payment can increase or decrease with each interest rate change. If a payment cap or floor applies, the prospectus supplement will so state. In either case, when this happens, the amount by which the payment is insufficient to pay the interest due is deferred and added to the principal balance of the mortgage loan. Interest then accrues on the new, higher mortgage loan balance.
- **Periodic reamortization for negative amortization loans.** Some ARM loans that permit negative amortization provide for a periodic full reamortization of principal. Some loans may also provide for reamortization between the planned reamortization dates where the addition of deferred interest to principal would cause the then principal balance of the loan to exceed a specified trigger amount over the original principal balance. Reamortization is the adjustment of the monthly payment amount to an amount sufficient to pay the then remaining principal balance of the loan, together with interest at the then applicable rate, in equal monthly payments over its remaining term. This readjustment is made without regard to the caps on payment adjustments that would otherwise apply. If a loan permits negative amortization, the prospectus supplement will indicate the dates for scheduled reamortizations and the trigger level for unscheduled reamortizations.

### **ARM Indices**

The prospectus supplement will specify the index used to determine the mortgage interest rates for the mortgage loans in the pool. The interest rate on all ARM loans in a pool will adjust based upon the same index. Most mortgage notes for ARM loans provide that, if the applicable index is no longer available, the holder will choose a new index that is based upon comparable information. Some of the indices we commonly use are described below. We make no representations as to the continued availability of these indices or as to the date on which the indices are published or made publicly available.

- *WSJ LIBOR Indices:* The average of the London Interbank Offered Rates for one-month (One-Month WSJ LIBOR), three-month (Three-Month WSJ LIBOR), six-month (Six-Month WSJ LIBOR) and one-year (One-Year WSJ LIBOR) U.S. Dollar-denominated deposits, as published in *The Wall Street Journal*.
- *US Treasury Indices:* The weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (One-Year Treasury Index), three years (Three-Year Treasury Index), five years (Five-Year Treasury Index) and ten years (Ten-Year Treasury Index), in each case as made available by the Federal Reserve Board.<sup>1</sup> These indices are sometimes referred to as the constant maturity Treasury or “CMT” indices.
- *COFI Index:* The 11th district monthly weighted average cost of funds index of the Federal Home Loan Bank of San Francisco, as made available by the Bank (COFI Index).<sup>2</sup>

### ***Hybrid Fixed/Adjustable Pass-Through Rate Loans***

Hybrid pools, which are considered ARM pools for purposes of pool prefixes, consist entirely of one or more mortgage loans that bear a fixed-rate of interest for a specified time and then bear an adjustable rate of interest for the remainder of the term. During the fixed-rate term of the loans, certificateholders will receive interest as described above in “**—Fixed-Rate Loans.**” At the end of the fixed-rate term of the loan, the loan will bear interest at a rate that adjusts periodically in response to changes in an index. The prospectus supplement will identify the index used for the multifamily loans included in the pool. During the adjustable-rate term of the loans, certificateholders will receive interest as described above in “**—Adjustable-Rate Loans (ARM Loans).**”

### **General Characteristics of Multifamily Loans**

The characteristics discussed in this section are typically found in multifamily mortgage loans. However, the loans in a pool backing an issue of certificates will have individual characteristics as well. For standard DUS loans, the prospectus supplement includes a Schedule of Pool and Loan Information, which includes an individual Multifamily Schedule of Loan Information for each loan in the pool. For NT loans, the prospectus supplement includes an individual Schedule of Loan Information for each loan in the pool. These schedules provide detailed information about the mortgage loans included in the pool and the mortgaged properties securing the loans, including certain data and estimates (“data”) provided by the seller. However, the seller provides only the latest data available as of the issue date, which may relate to an earlier period. Thus, after the issue date, the data may no longer be accurate due to intervening events or conditions. The seller is required to make certain representations and warranties to us about the mortgage loans that we purchase. See “**FANNIE MAE PURCHASE PROGRAM—Seller Representations and Warranties**” below.

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<sup>1</sup> These indices are sometimes referred to as the constant maturity Treasury indices or “CMT” indices. These indices are published by the Board of Governors of the Federal Reserve System in Federal Reserve Statistical Release: Selected Interest Rates No. H.15 (519). This release usually appears on Monday (or Tuesday, if Monday is not a business day) of every week. You can obtain a copy by writing the Publications Department at the Board of Governors of the Federal Reserve System, 20th Street and Constitution Avenue, N.W., Washington, DC 20551, by calling (202) 452-3244, or by accessing their Web site at [www.federalreserve.gov/releases](http://www.federalreserve.gov/releases). We do not intend this internet address to be an active link.

<sup>2</sup> The COFI Index is published in the monthly Federal Home Loan Bank of San Francisco Bulletin. You can obtain a copy by writing to the Office of Public Information, Federal Home Loan Bank of San Francisco, P.O. Box 7948, 600 California Street, San Francisco, California 94120, by calling (415) 616-1000, or (415) 616-2600 or by accessing the Federal Home Loan Bank of San Francisco Web site at [www.fhlbsf.com](http://www.fhlbsf.com). We do not intend this internet address to be an active link.

### ***Multifamily Schedule of Loan Information/Schedule of Loan Information***

The Multifamily Schedule of Loan Information or Schedule of Loan Information, as applicable, found in each prospectus supplement specifies certain data elements about the underlying multifamily mortgage loans in the pool and the multifamily mortgaged properties securing the loans. The data elements included for the loans in any particular pool may vary from pool to pool and may vary among standard DUS loans, Structured Transaction DUS loans and NT loans. The data elements for standard DUS loans generally will include the data elements listed below. (Some of these data elements are applicable only to ARM loans.) The data elements for Structured Transaction DUS loans and NT loans will include certain of the data elements listed below.

#### ***Loan Information***

##### ***Terms for Most Loans***

- Pool Number
- Pool Issue Date
- % of Initial Pool Balance
- Loan Number
- Loan Maturity Date
- Tier
- Tier Drop Eligible
- Lien Priority
- Underwritten Loan-to-Value (LTV)
- Underwritten Debt Service Coverage Ratio [(DSCR)]
- Balloon
- Original Note Rate
- Issuance Unpaid Principal Balance (UPB)
- Prepayment Lockout Start Date
- Prepayment Lockout Term (Months)
- Prepayment Lockout End Date
- Prepayment Premium Option
- Prepayment Premium Start Date
- Prepayment Premium Term (Months)
- Prepayment Premium End Date
- Yield Maintenance Security Rate
- Security Due Date
- Other Prepayment Premium Description
- Other Prepayment Premium Formula
- First Payment Date
- Original Amortization Term (Months)
- Interest Type
- Interest Accrual Method
- Last Interest Only Payment Date
- Interest Only Start Date
- Interest Only Term (Months)
- Interest Only End Date

##### ***Additional Terms for ARM Loans***

- ARM Index Description
- Conversion
- Conversion Start Date
- Conversion End Date
- Conversion Term (Months)
- First Scheduled Rate Change Date
- Next Scheduled Rate Change Date
- Variable Rate Change Frequency (Months)
- Per Rate Change Increase Cap
- Per Rate Change Decrease Cap
- First Scheduled Payment Change Date
- Variable Payment Change Frequency (Months)
- Per Payment Change Increase Cap
- Per Payment Change Decrease Cap
- Note Rate Ceiling
- Note Rate Floor
- Note Rate Rounding Method
- Standard Lookback (Days)
- Issuance ARM Margin
- Negative Amortization Indicator
- Negative Amortization Limit

### ***Collateral Information***

- Property City
- Property State
- Property Zip Code
- Metropolitan Statistical Area (MSA)
- Year Built
- Underwritten Physical Occupancy
- Property Type
- Land Ownership Rights
- Seismic Zone
- Terrorism Insurance Coverage
- Number of Units
- % of Units for Under 60% Median Income
- % of Units for Under 50% Median Income
- Low Income Housing Tax Credits
- Underwritten Property Value
- Underwritten Net Operating Income
- Taxes Currently Escrowed
- Required Escrow Amount Initial Deposit

### ***Definitions***

Certain terms commonly used for multifamily loans are defined below. The prospectus supplement will describe any modified definitions that are applicable to the loans in a pool.

- The **“underwritten debt service coverage ratio”** for a mortgage loan is the ratio of:
  - (a) the underwritten net operating income for the related mortgaged property on an annualized basis, to
  - (b) the product of the amount of the monthly principal (if any) and interest payment on the loan in effect as of the date the loan was originated, times 12.

Unless otherwise specified in the prospectus supplement, if a loan is an ARM loan, the underwritten debt service coverage ratio will be the ratio calculated using the amount of the monthly principal (if any) and interest payment on the loan calculated based on the applicable interest rate as of the date the loan was originated.

If a loan is interest-only for all or a portion of its term, the monthly payment during the interest-only portion of its term is equal to the interest due on the loan. Unless otherwise specified in the prospectus supplement, the underwritten debt service coverage ratio shown on the schedule of loan information for an interest-only loan will be the ratio calculated using the amount of the interest-only monthly payment at origination of the mortgage loan calculated based on the applicable interest rate as of the date the loan was originated.

- The **“underwritten loan-to-value ratio”** of a mortgage loan is the relationship between:
  - (a) the unpaid principal balance of the loan as of the issue date, and
  - (b) the underwritten property value,expressed as a percentage of the underwritten property value. (If a loan has been outstanding for a significant period of time before it is sold to us, the seller may use a recent determination of property value to calculate the underwritten loan-to-value ratio.)
- The **“underwritten net operating income”** for a mortgaged property is the revenue that the lender estimates will be generated from the use and operation of the mortgaged property (primarily estimated market rental rates and other allowable income, if any) less estimated operating expenses (such as utilities, general administrative expenses, management fees, advertising, repairs and maintenance) and less estimated fixed expenses (such as insurance and real estate taxes), all calculated on an annual basis.
- The **“underwritten physical occupancy”** of a mortgaged property is the occupancy rate provided to us by the lender as of the date the loan was originated, expressed as a percentage.
- The **“underwritten property value”** or **“appraised value”** is the value of the related mortgaged property as of the date the loan was originated as reported to us by the lender. This

value may be a value established by a third-party appraisal, or it may be a lender's underwriting value that is based on the lender's evaluation of the mortgaged property and analysis of market rent and sales comparables and projected market trends. The "property value" or "appraised value" will never exceed the value established by a third-party appraisal.

If a loan in a pool is secured by a property that also secures one or more other loans on the issue date, the underwritten debt service coverage ratio and the underwritten loan-to-value ratio will be presented on a combined basis for that loan and all other existing loans (to the extent that the information on the existing loans is available) and, in some cases, may also be presented individually for the loan in the pool purchased. The following modified definitions apply to these loans:

- The "**underwritten combined debt service coverage ratio**" is the ratio of:
  - (a) the underwritten net operating income for the related mortgaged property on an annualized basis, to
  - (b) the product of the sum of the combined monthly principal (if any) and interest payments on the loan in the pool and on all other senior and subordinate lien mortgage loans in effect as of the date the loan was originated, times 12.
- The "**underwritten combined loan-to-value ratio**" is the relationship between:
  - (a) the sum of the unpaid principal balance of the mortgage loan and the unpaid principal balances of all other senior and subordinate lien mortgage loans as of the issue date, and
  - (b) the underwritten property value,expressed as a percentage of the property value. (If a loan has been outstanding for a significant period of time before it is sold to us, the lender may use a recent determination of property value to calculate the underwritten combined loan-to-value ratio.)

If (i) a loan that is higher in priority is paid in full before a subordinate lien loan in your pool is paid in full and (ii) the borrower obtains a new loan secured by the related mortgaged property, we may approve, at our discretion, a request to subordinate the lien of the subordinate lien loan in the pool to the lien of the new loan.

Generally, an event of default on a loan that is either senior in priority or lower in priority to a mortgage loan will trigger an event of default on the other mortgage loan. The occurrence of an event of default will entitle us to declare the entire unpaid principal balance of the mortgage loan due and payable. If we do so, and the unpaid principal balance is paid in full, you will receive an early prepayment of principal. See "**YIELD, PREPAYMENT AND MATURITY CONSIDERATIONS—Maturity and Prepayment Considerations—*Prepayment of Loans-Existing and Future Additional Mortgage Liens.***"

The prospectus supplement will indicate whether the mortgage loan in your pool is a subordinate lien mortgage loan and may indicate whether there is a mortgage loan that is subordinate to the mortgage loan in your pool.

### ***Method for Calculating Interest***

Each mortgage note related to a mortgage loan specifies the method to be used for calculating interest on the loan. The prospectus supplement will specify the method for calculating interest on the loan. Interest is generally calculated according to one of the following methods: a 30/360 basis or an actual/360 basis. If another method is used, the method will be described in the prospectus supplement.

Calculation of the total monthly principal and interest payment for a loan using the 30/360 method is the same as the calculation for a loan using the actual/360 method. The difference between the two methods is that the amount of each monthly payment that is allocated to interest will be



based on 30 days in a month for the 30/360 method and on the actual number of calendar days during the month for the actual/360 method. In a 31-day month, more of the monthly payment amount will be allocated toward interest using the actual/360 method than will be allocated toward interest using the 30/360 method. Because there are actually 365 or 366 days in a year, loans using the actual/360 method amortize more slowly and generate more interest than a loan at the same note rate using the 30/360 method. As a result, a fully amortizing loan accruing interest on the actual/360 basis is likely to have an outstanding principal balance on the stated maturity date of the loan.

### ***Amortization, Maturity Date and Payments***

Multifamily loans generally require monthly payments of principal and interest or payments of interest only. Whether the loan will have a balloon payment due at the scheduled maturity date will depend upon the basis used for calculating interest on the loan, the original loan term, the original amortization term, and the type of monthly payments being made on the loan. Loans that will have balloon payments due at maturity include, for example, (i) loans with interest-only payments for part or all of the term and (ii) loans providing for principal and interest payments sufficient to pay all accrued interest and scheduled principal over an original amortization term that is longer than the original loan term. The prospectus supplement will provide this information for each loan and will identify any loan for which payments are scheduled to be made less frequently than monthly.

### ***Underwriting and Servicing***

Underwriting and servicing requirements may differ among types of multifamily mortgage loans. See “—**DUS Loans—Standard DUS Loans—Underwriting and Servicing**,” “**Structured Transaction DUS Loans—Addition, Release and Substitution of Mortgaged Properties**” and “—**Negotiated Transactions**,” for a description of the respective requirements.

### ***Mezzanine Loans and Preferred Equity***

A multifamily mortgage loan in the pool may have associated subordinate financing in the form of either a mezzanine loan or preferred equity that exists at, or may be added after, the issue date of the certificates.

In a mezzanine loan structure, the equity owners of the mortgage borrower (the “mezzanine borrower”) will borrow funds secured by a pledge of their equity interests in the mortgage borrower (for example, partnership interests in a limited partnership or membership interests in a limited liability company). Mezzanine debt is not an obligation of the mortgage borrower and is not secured by the mortgaged property. If the mezzanine borrower defaults on the mezzanine loan and the mezzanine lender forecloses on the pledge, the mortgage borrower would continue to own the mortgaged property and to be obligated under the mortgage loan. However, there would be a change in control of the mortgage borrower because the mezzanine lender would have become the equity owner of the mortgage borrower.

In a preferred equity structure, the financing source makes a capital contribution to the mortgage borrower in exchange for an equity share in the mortgage borrower. The holder of the preferred equity has a preferred right of payment over the holders of common equity in the mortgage borrower and, generally, is entitled to receive the net cash flow from the mortgaged property until its equity investment is repaid and an agreed-upon return is achieved. The holder of the preferred equity is typically either a limited partner (in a limited partnership mortgage borrower) or a non-managing member (in a limited liability company mortgage borrower).

When either a mezzanine loan or preferred equity is present, we and the mortgage lender require an intercreditor agreement with the mezzanine lender or the holder of the preferred equity. In the case of a mezzanine loan, the intercreditor agreement restricts the ability of the mezzanine lender to (i) transfer the mezzanine loan or a controlling interest in the mezzanine loan, (ii) transfer a controlling interest in itself, or (iii) exercise its remedies upon a default under the mezzanine loan.



The intercreditor agreement also imposes certain limitations on the mezzanine lender’s right to cure a default under the mortgage loan. Where there is preferred equity, the intercreditor agreement restricts the ability of the holder of the preferred equity to transfer a controlling interest in itself or in the mortgage borrower. In some cases, in lieu of an intercreditor agreement, the mortgage lender may place these restrictions on the holder of the preferred equity in a loan agreement that is entered into between the mortgage lender and the mortgage borrower and that is acknowledged by the holder of the preferred equity.

We may participate in a variety of arrangements that involve mezzanine debt. In one arrangement, we have invested, as a passive, limited liability investor in a limited partnership or a limited liability company (a “fund”) in which an unaffiliated third-party investor has operational and managerial control. This fund makes mezzanine loans, some of which may be made to the equity owners of a mortgage borrower obligated on a loan that is then held, or may in the future be held, in an MBS trust.

In another arrangement, a DUS lender makes a mezzanine loan to the equity owners of a mortgage borrower at the same time that it makes a DUS mortgage loan to the mortgage borrower. The DUS lender then transfers the mortgage loan to us in exchange for cash or an MBS and transfers the mezzanine loan to us for cash. We immediately sell the mezzanine loan to an unaffiliated third-party mezzanine investor. Under this arrangement, we may be required to repurchase the mezzanine loan if both we and the mezzanine lender determine that the mezzanine loan was not underwritten in accordance with certain pre-approved underwriting standards. Our obligation to repurchase the mezzanine loan is in effect for only a limited period after the mezzanine loan has been sold to the mezzanine lender. If we repurchase the mezzanine loan and the mezzanine borrower then defaults, we may foreclose on the equity interests in the mortgage borrower; we will then become the owner of the equity interests in the mortgage borrower. We also permit approved DUS lenders and DUS lender affiliates to make mezzanine loans to the equity owners of a mortgage borrower at the same time the DUS lender makes a DUS mortgage loan to the mortgage borrower. Certain of these and other arrangements may cause conflicts of interest. See “**RISK FACTORS—YIELD AND PREPAYMENT FACTORS—Additional Collateral and Subordinated Financing; Equity Interests and Mezzanine Financing**—If we own or acquire an equity interest in the owner of a mortgaged property securing a loan in the pool backing your certificates, there may be a conflict of interest with respect to the property” in this prospectus.

### ***Equity Interests in Owners of Mortgaged Properties***

A pool may contain one or more mortgage loans secured by mortgaged properties owned by mortgage borrowers in which we or a lender or servicer indirectly either currently holds or in the future may acquire an equity interest. We typically hold a noncontrolling passive equity interest in a mortgage borrower only when unaffiliated third parties also own equity interests in the mortgage borrower. If one of these mortgage loans goes into default, we may be required to contract with a party not affiliated with Fannie Mae, the lender or the servicer to perform certain servicing functions.

### **Special Feature Mortgage Loans**

Some loans have special features that distinguish them from standard multifamily loans. The special features may include the type of multifamily mortgaged property securing the loan, the income level of the tenants or other features.

### ***Multifamily Affordable Housing Loans and Low-Income Housing Tax Credit Loans***

A “multifamily affordable housing loan” is a multifamily loan on a mortgaged property encumbered by a regulatory agreement or recorded restriction that limits rents, imposes income restrictions on tenants or places other restrictions on the use of the property. While governmental entities generally impose these restrictions, borrowers sometimes voluntarily record these restrictions to

preserve the property as multifamily affordable housing. Multifamily affordable housing loans include but are not limited to loans on mortgaged properties whose owners receive a Low-Income Housing Tax Credit (“LIHTC”) under section 42 of the Internal Revenue Code and the related Treasury regulations.

Section 42 provides a LIHTC for an owner of a residential rental property that meets the definition of “qualified low-income housing project” where the owner has received a tax credit allocation from the state or local allocating agency. (LIHTC may also be claimed without an allocation where 50% or more of the aggregate basis in the land and buildings are financed by proceeds of tax-exempt bonds that are subject to the volume cap under section 146 of the Internal Revenue Code.) The total amount of tax credits the owner is entitled to receive is based upon the percentage of total units made available to qualified tenants.

For a property to qualify under section 42 (a “qualified property”), the owner of the property securing the loan must make an irrevocable election of one of the following options:

- (i) at least 20% of all units must be rented to tenants with households earning 50% or less of the annual HUD median income for that area (as adjusted for family size), or
- (ii) at least 40% of all units must be rented to tenants with households earning 60% or less of the annual HUD median income for that area (as adjusted for family size).

Median income is determined by the U.S. Department of Housing and Urban Development, or HUD, for each metropolitan area or county in the United States and is adjusted annually.

In addition, section 42 requires that gross rent for each unit not exceed 30% of the restricted income described in clauses (i) or (ii) above as elected by the project owner. The gross rent charged for a unit must take into account an allowance for utilities. If utilities are paid by the tenant, the maximum allowable tax credit rent is reduced according to utility allowances, as provided in Treasury regulations.

Under the tax credit provisions, a property owner must comply with the tenant income restrictions and rental restrictions over a 15-year compliance period. Moreover, section 42(h)(6) of the Internal Revenue Code requires that any agreement governing the property to have an “extended use period” that has the effect of extending the income and rental restrictions for an additional period (typically 15 years).

If a qualified property is acquired through foreclosure or deed-in-lieu of foreclosure, section 42 generally requires the holder of the related mortgage to permit all tenants in low-income units to continue to occupy the units at rental levels in compliance with the restrictions set forth in that section for three years after the acquisition.

If a qualified property does not maintain compliance with the tax credit restrictions on tenant income or rental rates, the owners of the qualified property may lose the tax credits related to the period of the noncompliance and face the partial recapture of previously taken tax credits. This could lead to an event of default under the mortgage, acceleration of the mortgage loan and the early prepayment of the related certificates.

Many qualified properties also benefit from other federal, state or local subsidies that may impose additional encumbrances and restrictions differing from those required by section 42.

We also purchase multifamily affordable housing mortgage loans secured by properties that are not financed with tax credits and do not comply with section 42. These properties usually receive other subsidies from federal, state or local agencies or organizations. Even if a property has no subsidy, the borrower may decide to forgo charging market rents in an effort to keep the properties affordable. Encumbrances and restrictions on these properties may differ from those required by section 42.

As discussed above, federal, state and local agencies and organizations may provide subsidies or loans related to the multifamily affordable housing and secure the borrower's obligations under the subsidies or loans by placing a subordinate lien on the mortgaged property. These subsidies or loans may require the borrower to make low payments during their term or require no payments to be made so long as the property continues to comply with their affordability terms. We sometimes refer to these arrangements as "soft" financing. If soft financing is present on a mortgaged property and we believe that the soft financing will have no material effect on the property's cash flow, we typically do not provide information about the financing or include the terms of the financing in the underwritten loan-to-value and underwritten debt service coverage ratios disclosed for the loan.

We make no representation as to whether certificates backed by multifamily affordable housing mortgage loans will receive positive consideration in a banking institution's examination under the Community Reinvestment Act of 1977 (the CRA). An investor must make its own determination as to whether a certificate of a particular issue meets the CRA objectives of the investor or meets other objectives relevant to that investor.

The prospectus supplement will indicate whether a pool includes a multifamily affordable housing loan that qualifies for a LIHTC.

### ***Seniors Housing Loans***

A "seniors housing loan" is a multifamily loan secured by a mortgaged property that is intended to be used by elderly residents for whom the owner or operator provides special services that are typically associated with either "independent living" or "assisted living." For independent living facilities, these services generally include recreational activities, one to three meals each day through central dining services, weekly housekeeping and laundry. Assisted living facilities include these services as well as services for personal care, assistance with activities of daily living and, in some cases, monitoring of medication. In both cases, the services are part of a basic service package paid for by a resident and included as a part of the rental and service income of a property. Seniors housing projects may provide assisted living facilities and independent living facilities as well as Alzheimer's/dementia care. Stand-alone facilities providing only skilled nursing care are generally not eligible for seniors' housing loans.

The rental payments received from independent living facilities and assisted living facilities include amounts related to the special services described above. As a result, "net operating income" is specially defined for seniors housing loans as the revenue that the lender estimates will be generated from the use and operation of the related mortgaged property (primarily estimated market rental rates for facilities that provide "independent living" or "assisted living") less estimated operating expenses (such as utilities, food service, housekeeping, laundry, general administrative expenses, management fees, advertising, repairs and maintenance) and estimated fixed expenses (such as insurance and real estate taxes), all calculated on an annual basis. A limited portion of the rental payments on assisted living facilities may be provided from Medicaid funds. In those cases, the borrower may enter into an agreement providing for additional collateral to be available if Medicaid funds for the assisted living facility are limited or eliminated in the future.

### ***Cooperative Blanket Loans***

A "cooperative blanket loan" is a multifamily loan made to a cooperative housing corporation and secured by a first or subordinate lien on a cooperative multifamily housing project that contains five or more units. The cooperative housing corporation borrower owns the cooperative multifamily housing project, including all the individual dwelling units as well as the common areas, and owns (or leases) the land on which the project is built. The cooperative housing corporation manages the project and generally is responsible for paying real property taxes and hazard and liability insurance premiums on the project. Unlike owners under traditional mortgage loans, the owners of the cooperative housing corporation (the "tenant-owners") do not buy their respective dwelling units

but rather acquire interests in the cooperative housing corporation with rights to occupy their units. In some cases, the cooperative housing corporation itself may hold the rights to one or more of the units, which are made available for rental.

The tenant-owners generally must pay a proportional share of the payments on the cooperative blanket loan and the expenses of the cooperative project. If a tenant-owner fails to do so, the cooperative housing corporation can terminate the tenant-owner's occupancy rights. A substantial portion of the cooperative housing corporation borrower's cash flow is received from the required payments by the tenant-owners and from rental payments by tenants occupying the borrower-owned units. When an unanticipated expenditure is required, the cooperative housing corporation borrower may need to declare special assessments on the tenant-owners. The borrower must then collect the special assessment from each of the tenant-owners and must pay the special assessments levied on the rental units owned by the borrower. If the cooperative housing corporation's cash flow is adversely affected, it may default on its loan. In that case, the lender may foreclose on the cooperative multifamily housing project and terminate the occupancy rights of the cooperative housing corporation and the tenant-owners.

Special definitions generally apply to cooperative blanket loans. Unless otherwise defined in the prospectus supplement, the following definitions will apply to cooperative blanket loans:

- The **“underwritten net operating income”** for a cooperative blanket loan is the rental revenue that the lender estimates would be derived from the use and operation of the related mortgaged property if the property were being operated as multifamily rental property (assuming, with certain exceptions, that the units in the property were available for rental at prevailing market rental rates), less the estimated operating expenses (such as utilities, general administrative expenses, management fees, advertising, repairs and maintenance) and estimated fixed expenses (such as insurance and real estate taxes), all calculated on an annual basis.
- The **“underwritten property value”** for a cooperative blanket loan is the value of the related mortgaged property as reported to us by the lender based on an appraisal or alternative valuation method that contains a study of rents and sales comparables and an analysis of economic trends determined as if the mortgaged property were used and operated as a multifamily rental property (assuming, with certain exceptions, that the units in the property were available for rental at prevailing market rental rates).

### ***Manufactured Housing Community Loans***

A “manufactured housing community loan” is a loan secured by a residential development that consists of sites for manufactured homes and includes utilities, roads and other infrastructure and, in some cases, landscaping and various other amenities such as a clubhouse, swimming pool, tennis and/or sports courts. A manufactured housing community leases its sites to owners of manufactured homes and furnishes a connection to the utilities that it provides. In some limited circumstances, the owner of the manufactured housing community also may own manufactured homes that are then leased to tenants or that are used as a rental center, clubhouse, laundrette or other amenity. The tenants pay ground rent for the use and occupancy of their sites and, generally, for the use of the utilities, common facilities and any amenities. The owner of the manufactured housing community, in turn, pays the cost to maintain and operate the common areas and amenities, real property taxes, insurance, including hazard and comprehensive general liability, and any utilities that are not otherwise separately metered or billed to the tenants.

### ***Dedicated Student Housing Loans***

A “dedicated student housing loan” is a loan secured by an on-campus student housing property or by a dedicated off-campus student housing property that is within a prescribed distance from the campus or is located on a direct transportation line. Student housing loans are generally made only

on properties having a tenant base comprised of at least 80% undergraduate or graduate students, although that figure may change from time to time. The property may have been specifically constructed as student apartments or may have been built as a typical multifamily project that now functions as student housing. Students generally must sign one-year leases. Students often do not remain in the same units during the following school year. Student housing loans are considered separately because of the concentration of students as tenants, the expenses incurred in repairing and refurbishing the units so that they are available for re-rental and the rapid turnover of tenants.

### ***Rural Development's Housing and Community Facilities Program***

A "Rural Development's Housing and Community Facilities Program loan" is a loan secured by affordable multifamily property located within specified rural areas designated by the Rural Development's Housing and Community Facilities Program of the USDA. The USDA guarantees up to 90% of any loss incurred upon liquidation of loans it has approved, provided that the lender has underwritten and serviced the loan in accordance with the USDA requirements. These rural housing loans are generally made on smaller multifamily properties that are located outside major urban centers. The underwriting and servicing requirements for these loans may differ from loans generally purchased by Fannie Mae because of the size of the multifamily properties, the limited pool of potential tenants, and the economic dependence of the tenants on only a few employers.

### ***Military Housing Loans***

A "military housing loan" is a loan secured by a multifamily property that is occupied primarily or exclusively by military personnel and family members. The properties are located on or near military bases. In some cases, the military bases may be in isolated areas. The underwriting and servicing requirements for military housing loans may differ from loans generally purchased by Fannie Mae because of the limited pool of potential tenants, the ability of the military to deploy military personnel, the economic dependence of the tenants on the military employer and the possibility of a reduction in the size of a military base or the closure of the base.

## **DUS Loans**

A substantial portion of the multifamily mortgage loans that we acquire and securitize are loans newly originated by lenders as DUS loans. We permit only multifamily lenders specifically approved by us to act as DUS lenders and deliver DUS loans. Our current DUS lenders are identified on our Web site. We have two types of DUS products, our standard DUS loans and our Structured Transaction DUS loans. Both types of loans are underwritten and serviced according to the guidelines set forth in a guide (the "DUS Guide"), which may be modified for certain loans or transactions. Each type is separately discussed below.

### ***Standard DUS Loans***

When a borrower and a lender enter into a standard DUS loan, generally there is no loan agreement under which the lender has committed to make further advances or loans to the borrower as part of the same transaction. Instead, standard DUS loans are governed by the related loan documents and by the DUS Guide. The loan documents are typically the standard form of DUS loan documents, with certain exceptions approved by us or by our lenders. Certain characteristics of standard DUS loans are discussed below.

A standard DUS loan pool often includes only one mortgage loan but may include two or more mortgage loans. If a standard DUS loan pool includes more than one mortgage loan, there may be a loan agreement containing provisions common to all mortgage loans in the pool. Most standard DUS loans are first lien or second lien mortgage loans that are non-recourse to the borrower. Most standard DUS loans permit voluntary prepayments in full upon the payment of prepayment premiums. Defeasance loans, subordinate lien loans and all of the other loans discussed under "—



**Special Feature Mortgage Loans”** also may be originated as standard DUS loans and deposited into standard DUS pools.

The prospectus supplement will indicate whether a pool contains standard DUS loans.

*Delivery of DUS Loans.* A DUS lender has two options when it decides to deliver an interest-bearing DUS Loan to us: the lender may sell the delivered loans to us for cash, or the lender may exchange the delivered loans for certificates that evidence an interest in one or more underlying pools that contain the delivered loans. If the DUS lender decides to exchange the loans for certificates, the DUS lender may retain the certificates or may sell the certificates to a third-party investor. A DUS lender may sometimes sell certificates to an investor at a premium over their face value. On occasion, we may share with the DUS lender a portion of the premium paid by the investor.

*Underwriting and Servicing.* A DUS lender originates and underwrites each standard DUS loan generally to conform to our DUS loan product requirements as described in the DUS Guide. We delegate to the DUS lenders the responsibility for underwriting and servicing DUS loans. If the principal balance of a standard DUS loan on the issue date of the certificates is less than \$3,000,000, or less than \$5,000,000 in certain high cost markets, the DUS lender may deliver the loan to us using underwriting requirements that generally conform to DUS standards but that are streamlined to reflect the smaller loan sizes. The DUS Guide provides that each standard DUS loan when purchased is assigned to one of several underwriting tiers (“tiers”). Each tier has minimum underwritten debt service coverage ratio and maximum underwritten loan- to-value ratio requirements. The required values may be changed from time to time. The Multifamily Schedule of Loan Information discloses the tier for each loan in a pool.

*Loss Sharing.* In return for our delegation of the responsibility for underwriting and servicing DUS loans, the DUS lenders enter into arrangements with us that specify the method of sharing any losses on the loans that they deliver and/or service. These arrangements may vary among DUS lenders and may provide for different loss sharing among various transactions, ranging from the DUS lender bearing a specified first loss percentage for a transaction to the DUS lender having no loss sharing obligation for a transaction.

*Waivers.* Our underwriting guidelines in the DUS Guide are guidelines and not rigid requirements. When a borrower requests the waiver of one or more of the underwriting guidelines with respect to a standard DUS mortgage loan, the waiver is granted when the waiver is deemed to be prudent given all the circumstances. Those circumstances may include the creditworthiness of the borrower and its related principals or competitive pressures in a particular market. For example, one guideline that may be waived is the requirement that each borrower be a single asset entity. This requirement is designed to provide protection against the possibility that the borrower will become bankrupt, but the requirement is sometimes waived if the borrower has a strong credit rating, particularly if the loan is relatively small in size. In addition, our guidelines prohibit assumptions by new borrowers or transfers of interests in borrowers without the prior consent of the lender or us and payment of a transfer fee and/or assumption fee. When requested, however, loan documents may permit transfers of minor interests or to family limited partnerships or other estate planning vehicles without prior consent or payment of a fee.

While both Fannie Mae and the lender are required to approve some of the waivers described above, the lender in its discretion may approve many of these waivers without any requirement that we also approve the waiver. When a waiver requires our approval, we may grant or deny the waiver in our discretion.

*Future Encumbrances.* Where permitted under the DUS Guide, a borrower may place one or more subordinate or supplemental loans secured by additional liens on a property already encumbered by a standard DUS loan. For fixed-rate loans, our guidelines generally require a determination to be made that the combined underwritten debt service coverage ratio of the new subordinate lien loan and the existing loan in the pool is not less than 1.20x. The related prospectus supplement will



specify if a mortgaged property may secure future subordinate lien loans where the combined underwritten debt service coverage ratio is less than 1.20x. An event of default under a junior, or subordinate, lien mortgage loan (i) may trigger an event of default under the related DUS loan and (ii) may entitle the holder of the subordinate mortgage lien to foreclose on and sell the mortgaged property subject to the lien of the DUS loan. See **“YIELD, PREPAYMENT AND MATURITY CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayment of Loans-Existing and Future Additional Mortgage Liens”** and **“—Prepayment of Loans-Cross-Default and Cross-Collateralization Provisions,”** in this prospectus.

*Prepayment Premiums.* Standard DUS loans generally require a borrower to pay a prepayment premium if the loan is voluntarily prepaid. For fixed-rate loans, the prepayment premium is usually a yield maintenance premium, while for adjustable-rate loans, the prepayment premium is usually a step-down percentage of the unpaid principal balance. Other methods for calculating prepayment premiums are also possible. The related prospectus supplement will specify whether the loans in your pool have prepayment premiums and, if so, will specify the method for calculating the prepayment premiums. The related prospectus supplement will also state whether certificateholders share in any prepayment premiums collected on prepaid loans in the pool and, if so, will describe the method of allocation.

### ***Structured Transaction DUS Loans***

Under our structured transaction DUS loan product line, a pool of mortgages serves as collateral for loans or advances that may be short-term borrowings with terms of one year or less or may be intermediate- and long-term financings, though some arrangements may provide for only short-term borrowings, only intermediate and long-term financing, or both. Financings under any structured transaction, both short- and long-term, may be funded through DMBS, MBS and Fannie Mae’s purchase of advances into its own portfolio. DMBS are described in and issued under the then-current Multifamily DMBS Prospectus. This discussion relates to financings that are securitized as MBS.

If the structured transaction is a credit facility, the entire pool of properties typically is cross-collateralized and cross-defaulted. Credit facilities usually permit a borrower to add, substitute and release properties over time. If the structured transaction is not a credit facility (*i.e.*, it is a “bulk delivery” transaction), the properties in the pool are usually not cross-collateralized or cross-defaulted. Bulk delivery transactions usually permit additional, but related, borrowers to add new properties to the transaction and to release specific properties upon payment in full of the debt secured by the property being released. This flexibility makes structured transactions attractive to owners of multiple multifamily properties. Significant characteristics of structured transaction arrangements are described below.

The lender and one or more borrowers will enter into a master credit facility agreement (for credit facilities), a master loan agreement (for bulk delivery transactions) or some other form of master agreement (all of which are referred to as a “master agreement”) under which the lender is committed to lend additional funds to the borrower. For credit facilities, the lender makes short- or long-term loans (each, an “advance”). Advances are often made to one borrower but may be made to more than one borrower; all borrowers are obligated on all advances. Credit facility advances may be made under a single mortgage note or under multiple mortgage notes, depending on factors such as whether the advances are fixed or variable, are at different rates of interest, or have different maturity dates. For bulk delivery transactions, the lender makes a separate loan to each borrower, each of which is evidenced by a single mortgage note signed by that individual borrower, regardless of rate, term or other factors. Each advance or loan so delivered to us and securitized as an MBS is represented by a participation certificate that equals a 100% participation interest in the unpaid principal balance of the advance or loan and that contains the specific terms of that advance or loan. We hold the participation interest in trust for the benefit of the holders of the related certificates.

Ownership of a certificate provides the holder of the certificate with a fractional undivided beneficial interest in a pool containing a single participation certificate.

The advances may be intermediate-term or long-term, with terms of five to ten years and with interest at fixed rates. Each of these advances generally provides for monthly payments of interest and, in some cases, principal, and a balloon payment of all remaining principal to be paid on its maturity date. Each advance is placed in a pool evidenced by certificates, and payments of interest and principal on the advances (if principal is payable under the terms of the advances) are passed through to certificateholders.

For credit facilities, all advances under a master agreement are equally secured by one or more mortgages on one or more multifamily properties specified in the prospectus supplement. A default under one advance will constitute a default under all of the other advances made under the master agreement, which allows us (but does not require us) to declare due and payable the entire unpaid principal balance under each advance. If we decide to declare one or more advances due and payable, and the entire principal balance of any of the advances is then paid in full, holders of the certificates backed by the prepaid advance will receive an early payment of principal. No prepayment premium will be due in that case.

For bulk deliveries, a separate loan is made to each borrower and is secured by a mortgage on the multifamily property or properties owned by that borrower. The loans are usually not cross-defaulted or cross-collateralized. As a result, a default under one loan generally will not constitute a default under any other loan made under the master agreement, and the multifamily properties securing the other loans would not be available to satisfy the defaulted loan. If a loan is in default and we decide to declare it due and payable, holders of certificates backed by the defaulted loan will receive an early prepayment of principal. No prepayment premium will be due in that case.

In a credit facility, the master agreement may give the borrower the right to increase the dollar amount of the lender's commitment to make advances, while in a bulk delivery transaction, the master agreement may give the current borrowers the right to expand the arrangement to accommodate new, but related, borrowers or to obtain a supplemental loan on a mortgaged property that already secures an existing loan in the bulk delivery.

*Addition, Release and Substitution of Mortgaged Properties.* In a credit facility, the master agreement may give the borrower the right to add, release or substitute mortgaged properties as long as the conditions specified in the agreement are satisfied. In a bulk delivery, the master agreement may contain conditions for adding new borrowers and new properties to the arrangement and sometimes also provides for substitution of mortgaged properties on a loan-by-loan basis. The conditions to be satisfied vary among different structured transactions. Examples of these conditions include the following:

- the underwriting of the proposed mortgaged property to be added or substituted must be performed in accordance with our standards;
- we and the lender must be satisfied that after the addition, release or substitution of a mortgaged property, the debt service coverage ratio will not be less than, and the loan-to-value ratio will not be greater than, the respective ratios set forth in the related master agreement (for a credit facility, these ratios are typically determined on an aggregate basis for all debt and properties in the credit facility, while for a bulk delivery, the ratios are usually determined with respect to an individual loan only);
- the borrower must not be in default under the master agreement and other loan documents; and
- title, survey and all documents necessary to release, add or substitute the mortgaged property must be prepared to the lender's satisfaction.

The prospectus supplement for an issue of certificates backed by a credit facility advance or bulk delivery loan will specify the debt service coverage ratio and the loan-to-value ratio that determines whether a borrower may add, release or substitute a mortgaged property. The applicable note may permit the borrower to make a partial prepayment in connection with any substitution or release of mortgaged properties; the ability to make voluntary partial prepayments will be disclosed in the prospectus supplement.

*Assumption and Further Encumbrances.* The master agreement may provide that the whole credit facility or a single advance or loan may be assumed by a new borrower upon the prior consent of the lender. The master agreement may also provide that a borrower under a credit facility may encumber a mortgaged property with a subordinate mortgage loan with the consent of the lender. Unless specifically permitted under the loan documents, transfers of ownership interests in the borrower and transfers of ownership interests or changes of control of certain affiliates of the borrower are defaults under the master agreement.

*Continued Reporting and Updating of Data.* The lender periodically recalculates the occupancy percentage, the loan-to-value ratio, the debt service coverage ratio, the net operating income and the property value for the mortgage loans made under a master agreement. For a credit facility, these ratios typically are calculated and reported on an aggregate basis for all debt and properties in the credit facility; for a bulk delivery, the ratios usually are calculated and reported on a loan-by-loan basis. The lender will report the recalculated figures to us.

Each time that we issue certificates backed by a credit facility advance, we will issue a schedule of loan information containing detailed information about the advance. The new schedule will provide information about the existence and total value of any additional collateral. Any additional non-real estate collateral may cause the certificates not to qualify as real property for purposes of applicable Internal Revenue Service regulations during certain periods. See **“MATERIAL FEDERAL INCOME TAX CONSEQUENCES,”** in this prospectus.

## **Negotiated Transactions**

Under our negotiated transactions loan product line, eligible sellers may sell to us multifamily mortgage loans that are newly originated or that are seasoned (i.e., outstanding for at least 12 months). These mortgage loans are referred to as Negotiated Transaction or NT loans. NT loans, which may be fixed-rate loans or ARM loans, are secured by multifamily properties that contain at least five residential units. NT loans may be recourse or non-recourse to the borrower. The related prospectus supplement will indicate when a pool contains NT loans.

The prepayment characteristics of NT loans vary widely and, in general, are significantly different from those of DUS loans. A pool may contain NT loans with identical prepayment characteristics or with different prepayment characteristics. Some NT loans may prohibit voluntary prepayments until expiration of a lockout period, while others may permit voluntary prepayments at any time. Many NT loans may require payment of a prepayment premium upon a voluntary prepayment and some may also require payment of a prepayment premium upon an involuntary prepayment. Some NT loans may be defeasance mortgage loans. The related prospectus supplement will specify the prepayment characteristics of the NT loans in your pool. The related prospectus supplements for many pools of NT loans provide that even if a prepayment premium is collected, no portion of the premium will be passed through to certificateholders. We do **not** guarantee to any MBS trust the payment of any prepayment premiums.

Most NT loans are underwritten to comply with the underwriting guidelines of the originator of the loan. Underwriting guidelines vary among originators and may differ significantly from our underwriting guidelines. When purchasing NT loans underwritten to comply with the originator’s underwriting guidelines, we will review those guidelines to ensure that they are acceptable to us. In some cases, the seller of the NT loans was not the originator of the loans.

Many NT loans were originated a year or more before we purchased them. Due to the age of these loans, the seller, which may not be the originator of the loans, may be unable to provide all of the original underwriting data that we typically receive on new DUS loans. In this case, the related prospectus supplement will indicate that the information is not available. We sometimes require a seller to provide a current debt service coverage ratio, loan-to-value ratio or net operating income for an NT loan. If we do so, this seller-provided current information will be disclosed in the prospectus supplement.

We generally will review all or a representative sample of the loan origination files for the NT loans that we include in a pool. Although the sellers are not subject to the DUS loss sharing obligations, sellers delivering NT loans may, depending on the terms of the purchase, share with us in all or part of any losses that result when NT loans become delinquent. From time to time, we may obtain third-party credit enhancement to cover a portion of the losses that we may incur.

We negotiate the terms of each NT loan purchase with the seller. The terms of the NT loans purchased in one NT loan sale may differ significantly from the terms of the NT loans purchased in another NT loan sale. For each issue of certificates, the related prospectus supplement will identify the mortgaged properties securing the NT loans, describe the terms on which the NT loans may be prepaid or defeased, specify whether certificateholders will share in any prepayment premiums and disclose the other material terms of the NT loans included in the pool.

## **FANNIE MAE PURCHASE PROGRAM**

The multifamily mortgage loans we purchase must meet standards required by the law under which we were chartered, which we refer to as the Charter Act. These standards require that the loans be, in our judgment, of a quality, type and class consistent with the purchase standards imposed by private institutional mortgage investors. Consistent with those requirements, and with the purposes for which we were chartered, we establish eligibility criteria and policies for the loans we purchase, for the sellers from which we purchase loans, and for the primary servicers that service our loans. See “**FANNIE MAE**,” in this prospectus for information regarding the Charter Act and its purpose.

### **Multifamily Guides**

Our eligibility criteria and policies, summarized below, are set forth in our DUS Guide and our NT Guide and updates and amendments to these Guides. We amend or replace our Guides and our eligibility criteria and policies from time to time. Thus, not all the loans in a particular pool may be subject to the same eligibility standards. Moreover the standards described in the Guides may not be the same as the standards that applied when loans in a particular pool were originated.

### **Multifamily Mortgage Loan Eligibility Standards**

#### ***Dollar Limitations***

The Charter Act does not establish any maximum original principal balance dollar limitations for the conventional multifamily mortgage loans that we purchase. We purchase FHA-insured and USDA-guaranteed mortgage loans up to the maximum original principal amount that FHA will insure or USDA will guarantee for the area in which the property is located.

#### ***Underwriting Guidelines***

We have established underwriting guidelines for the loans that we purchase. These guidelines are designed to provide a comprehensive analysis of the characteristics of the borrower, mortgage loan and mortgaged property, including such factors as the borrower’s credit history, the value of the property, past and current operations of the property, the underwritten loan-to-value ratio, the underwritten debt service coverage ratio and the loan amount.

We review and modify our underwriting guidelines from time to time, including expanding our underwriting criteria to make multifamily loans more accessible to borrowers that are obligated on loans secured by small multifamily properties and to borrowers that provide rental housing to low and moderate income families, rural residents and people with special housing needs. From time to time, we may also purchase multifamily loans underwritten to our lenders' underwriting guidelines, which we have reviewed and approved.

We permit our lenders to decide in their discretion whether certain underwriting guidelines may be waived for a specific loan. The waiver of other guidelines may require our consent. Our Guides will specify which waivers require our consent at any specific time.

### ***Underwritten Loan-to-Value Ratios***

Our underwritten loan-to-value ratio requirements for loans we purchase may vary depending upon a variety of factors that can include, for example, the type of loan, loan purpose, loan amount, repayment terms and borrower credit history. Depending upon these factors, the loan-to-value ratio of a conventional multifamily mortgage loan does not typically exceed 80%. The underwritten loan-to-value ratio of multifamily affordable housing loans and other special feature mortgage loans, however, may be higher.

The maximum underwritten loan-to-value ratio for FHA-insured and USDA-guaranteed multifamily mortgage loans we purchase is the maximum established by FHA or USDA for the particular program under which the mortgage was insured or guaranteed. FHA-insured and USDA-guaranteed mortgage loans that we purchase must be originated in accordance with the applicable requirements and underwriting standards of the agency providing the insurance or guaranty. Each insured or guaranteed loan that we purchase must have in effect a valid mortgage insurance certificate or loan guaranty certificate.

### ***Underwritten Debt Service Coverage Ratios***

Our underwritten debt service coverage ratio requirements for loans we purchase may vary depending upon a variety of factors that can include, for example, the type of loan, loan purpose, loan amount, amount of the monthly payment of principal and interest, other expenses of the related mortgaged property, current and projected rents, number of dwelling units in the related mortgaged property, and borrower credit history. The required underwritten debt service coverage ratio may also vary among both our multifamily mortgage loan product lines and individual multifamily loans made under the same product line.

### **Seller and Servicer Eligibility**

Before we approve a company to become a seller or primary servicer for us, we require that the company demonstrate the following to our satisfaction:

- that it has a proven ability to originate or service, as applicable, the type of multifamily loans for which our approval is being requested;
- that it employs a staff with adequate experience in that area;
- that it has as one of its principal business purposes the origination or servicing, as applicable, of multifamily loans;
- that it is properly licensed, or otherwise authorized, to originate, sell or service, as applicable, multifamily loans in each of the jurisdictions in which it does business;
- that its financial condition is acceptable to us;



- that it has quality control and management systems to evaluate and monitor the overall quality of its multifamily loan production and servicing activities; and
- that it is covered by a fidelity bond and errors and omissions insurance acceptable to us.

We enter into a written mortgage selling and servicing contract with each seller and primary servicer that we approve, under which, among other things, the seller or primary servicer agrees to maintain the foregoing attributes to our satisfaction. DUS lenders must be specially approved and enter into additional agreements with us. See **“MULTIFAMILY MORTGAGE LOANS—DUS Loans.”**

### **Servicing Arrangements**

We are responsible for supervising and monitoring the servicing of the mortgage loans as master servicer under the trust agreement. We contract with other entities to perform servicing functions under our supervision. We refer to these entities as our primary servicers. The primary servicer with which we contract is often the seller that sold us the loans.

Primary servicers must meet the eligibility standards and performance obligations in our Guides. All primary servicers are obligated to perform diligently all services and duties customary to servicing multifamily mortgage loans. We monitor the primary servicer’s performance and have the right to remove any primary servicer at any time. Duties performed by the primary servicer may include general loan servicing responsibilities, collection and remittance of payments on the loans, administration of mortgage escrow accounts, collection of insurance claims and foreclosure, if necessary. Any of the duties of the primary servicer also may be performed by the master servicer.

Any agreement between a primary servicer and us governing the servicing of the mortgage loans held by an MBS trust is a contract solely between the primary servicer and us. Certificateholders will not be deemed to be parties to any servicing agreement and will have no claims, rights, obligations, duties, or liabilities with respect to the primary servicer. We, in our capacities as guarantor and trustee, are third-party beneficiaries of each of these agreements. This means that we may pursue remedies against primary servicers in our capacities as guarantor and trustee if the master servicer or primary servicer fails to take action after receiving notice of a breach.

We may resign from our duties as master servicer under the trust agreement upon providing 120 days’ advance notice to the trustee and to the guarantor. After that time, the trustee would become master servicer until a successor has assumed our duties as master servicer. Even if our duties as master servicer under the trust agreement terminate, we would remain obligated under our guaranty as guarantor.

In some instances, we may own a mortgage loan secured by a mortgaged property in which we or the lender or primary servicer also owns, directly or indirectly, an equity interest. In these circumstances, we may be required to contract with a party not affiliated with Fannie Mae or the transaction to perform certain servicing functions.

### **Servicing Compensation and Payment of Certain Expenses**

Unless otherwise stated in the prospectus supplement, each month the primary servicer as a servicing fee receives and may retain a portion of interest collected on the loans that is not required to be paid to certificateholders. The primary servicer also receives and may retain all or a portion of the assumption fees, late payment charges and other similar charges, and may retain a portion of prepayment premiums, to the extent all of such fees, charges and premiums are collected from borrowers, as additional servicing compensation unless the prospectus supplement states otherwise. The trust pays all the expenses that it incurs. We are entitled to the investment income from collections on the mortgage loans in our capacities as issuer, master servicer, and trustee. We also receive an issuer fee of \$1,000 for our services in establishing each MBS trust.



## **Seller Representations and Warranties**

Our sellers make representations and warranties to us about the mortgage loans we purchase. In general, the representations and warranties relate to:

- compliance with our eligibility standards and with our underwriting guidelines;
- characteristics of the mortgage loans in each pool;
- compliance with applicable federal and state laws and regulations in the origination of the loans;
- compliance with all applicable laws and regulations related to authority to do business in the jurisdiction where a mortgaged property is located;
- our acquisition of loans free and clear of any liens;
- validity and enforceability of the loan documents; and
- the lien position of the mortgage.

We rely on these representations and warranties at the time of purchase to ensure that loans meet our eligibility standards. Some of the representations and warranties may continue throughout the term of the loans. After purchase, we perform random quality control reviews of selected loans to monitor compliance with our guidelines, eligibility standards and applicable laws and regulations. At our option, we may purchase, or we may require a seller or primary servicer to purchase, a loan from a pool if we find a material breach of representations and warranties. For a discussion of how repurchases affect the performance of the certificates, see **“RISK FACTORS—YIELD AND PRE-PAYMENT FACTORS—Repurchase and Substitution Risk**—Under the trust agreement, we may repurchase some or all of the loans from the pool backing your certificates due to a breach of representations and warranties, accelerating the rate of return of principal on your certificates” above.

## **MATERIAL FEDERAL INCOME TAX CONSEQUENCES**

The certificates and payments on the certificates generally are subject to taxation. Therefore, you should consider the tax consequences of holding a certificate before you acquire one. The following discussion describes certain U.S. federal income tax consequences to beneficial owners of certificates. The discussion is general and does not purport to deal with all aspects of federal taxation that may be relevant to particular investors. This discussion may not apply to your particular circumstances for various reasons including the following:

- This discussion reflects federal tax laws in effect as of the date of this prospectus. Changes to any of these laws after the date of this prospectus may affect the tax consequences discussed below.
- This discussion addresses only certificates acquired by beneficial owners at original issuance and held as capital assets (generally, property held for investment).
- This discussion does not address tax consequences to beneficial owners subject to special rules, such as dealers in securities, certain traders in securities, banks, tax-exempt organizations, life insurance companies, persons that hold certificates as part of a hedging transaction or as a position in a straddle or conversion transaction, or persons whose functional currency is not the U.S. dollar.
- This discussion does not address tax consequences of the purchase, ownership or disposition of a certificate by a partnership. If a partnership holds a certificate, the tax treatment of a partner will generally depend upon the status of the partners and the activities of the partnership.

- This discussion may be supplemented by a discussion in any applicable prospectus supplement.
- This discussion does not address taxes imposed by any state, local or foreign taxing jurisdiction.

For these reasons, you should consult your own tax advisor regarding the federal income tax consequences of holding and disposing of certificates as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

For purposes of this discussion, the term mortgage loan, in the case of a participation interest, means the interest in the underlying mortgage loan represented by that participation interest; and in applying a federal income tax rule that depends on the origination date of a mortgage loan or the characteristics of a mortgage loan at its origination, the term mortgage loan means the underlying mortgage loan and not the participation interest.

### **U.S. Treasury Circular 230 Notice**

The tax discussions contained in this prospectus (including the sections entitled “**MATERIAL FEDERAL INCOME TAX CONSEQUENCES**” and “**ERISA CONSIDERATIONS**”) and any applicable prospectus supplement were not intended or written to be used, and cannot be used, for the purpose of avoiding United States federal tax penalties. These discussions were written to support the promotion or marketing of the transactions or matters addressed in this prospectus. You should seek advice based on your particular circumstances from an independent tax advisor.

### **Internal Revenue Service Guidance Regarding the Certificates**

In Revenue Ruling 84-10, 1984-1 C.B. 155, the Internal Revenue Service set forth certain federal income tax consequences relating to investments in the certificates issued with respect to a pool. Pursuant to Revenue Ruling 84-10, a pool will not be classified as an association taxable as a corporation for federal income tax purposes. Instead, a pool will be classified as a fixed investment trust, and, under subpart E of part I of subchapter J of the Internal Revenue Code of 1986, as amended (the “Code”), each beneficial owner of a certificate will be considered to be the beneficial owner of a pro rata undivided interest in each of the mortgage loans included in that particular pool.

Although Revenue Ruling 84-10 does not specifically address participation interests in mortgage loans, other IRS pronouncements clearly indicate that the holdings of Revenue Ruling 84-10 are equally applicable to a certificate backed by a pool consisting (in whole or in part) of participation interests. Revenue Ruling 84-10 also does not contemplate the mandatory repurchase of ARMs from pools pursuant to a borrower’s exercise of an option to convert an ARM to a fixed-rate mortgage loan. However, our tax counsel is of the opinion that the conclusions of Revenue Ruling 84-10 will be applicable to ARM pools.

### **Application of Revenue Ruling 84-10**

Pursuant to the holdings of Revenue Ruling 84-10, a beneficial owner of a particular issue of certificates must report on its federal income tax return its pro rata share of the entire income from each mortgage loan in that particular pool, consistent with the beneficial owner’s method of accounting. The items of income from a mortgage loan include interest, original issue discount (discussed below), prepayment premiums, assumption fees and late payment charges, plus any amount paid by us as interest under our guaranty. A beneficial owner can deduct its pro rata share of the expenses of the trust as provided in section 162 or section 212 of the Code, consistent with its method of accounting and subject to the discussion below.

A beneficial owner must also allocate its basis in a certificate among the mortgage loans included in that pool in proportion to the relative fair market values of those mortgage loans. If the basis allocated to a mortgage loan is less than the principal amount of that mortgage loan, the beneficial

owner may have market discount with respect to that mortgage loan, and if the basis exceeds the principal amount, the beneficial owner may have premium with respect to that mortgage loan. Market discount and premium are discussed below.

### ***Original Issue Discount***

Certain mortgage loans may be issued with original issue discount (“OID”) within the meaning of section 1273(a) of the Code. OID generally arises only with respect to ARMs that provide for an incentive interest rate (sometimes referred to as a teaser rate) or mortgage loans, including ARMs, that provide for the deferral of interest. If a mortgage loan is issued with OID, a beneficial owner must include the OID in income as it accrues, generally in advance of the receipt of cash attributable to such income. The descriptions set forth below under “**—Market Discount**” and “**—Premium**” may not be applicable for mortgage loans issued with OID. You should consult your own tax advisor regarding the accrual of market discount and premium on mortgage loans issued with OID.

### ***Market Discount***

A beneficial owner that acquires a mortgage loan for less than its principal amount generally has market discount in the amount of the difference between the principal amount and the beneficial owner’s basis in that mortgage loan. In general, three consequences arise if a beneficial owner acquires an interest in a mortgage loan with market discount. First, the beneficial owner must treat any principal payment with respect to a mortgage loan acquired with market discount as ordinary income to the extent of the market discount that accrued while such beneficial owner held an interest in that mortgage loan. Second, the beneficial owner must treat gain on the disposition or retirement of such a certificate as ordinary income under the circumstances discussed below under “**—Sales and Other Dispositions of Certificates.**” Third, a beneficial owner that incurs or continues indebtedness to acquire a certificate at a market discount may be required to defer the deduction of all or a portion of the interest on the indebtedness until the corresponding amount of market discount is included in income. Alternatively, a beneficial owner may elect to include market discount in income on a current basis as it accrues, in which case the three consequences discussed above will not apply. If a beneficial owner makes this election, the beneficial owner must also apply the election to all debt instruments acquired by the beneficial owner on or after the beginning of the first taxable year to which the election applies. A beneficial owner may revoke the election only with the consent of the IRS.

A beneficial owner must determine the amount of accrued market discount for a period using a straight-line method, based on the maturity of the mortgage loan, unless the beneficial owner elects to determine accrued market discount using a constant yield method. The IRS has authority to provide regulations for determining the accrual of market discount in the case of debt instruments, including mortgage loans, that provide for more than one principal payment, but has not yet issued such regulations. In addition, the legislative history to the Tax Reform Act of 1986 states that market discount on certain types of debt instruments may be treated as accruing in proportion to remaining accruals of original issue discount, if any, or if none, in proportion to remaining distributions of interest. You should consult your own tax advisor regarding the method a beneficial owner should use to determine accrued market discount.

Notwithstanding the above rules, market discount on a mortgage loan is considered to be zero if the discount is less than 0.25 percent of the principal balance of the mortgage loan multiplied by the number of complete years from the date the beneficial owner acquires an interest in the mortgage loan to the maturity of the mortgage loan (referred to as the market discount de minimis amount). The IRS has authority to provide regulations to adjust the computation of the market discount de minimis amount in the case of debt instruments, including mortgage loans, that provide for more than one principal payment, but has not yet issued such regulations. The IRS could assert, nonetheless, that the market discount de minimis amount should be calculated using the remaining weighted average life of a mortgage loan rather than its final maturity. You should consult your own

tax advisor regarding the ability to compute the market discount de minimis amount based on the final maturity of a mortgage loan.

### ***Section 1272(a)(6)***

Pursuant to regulations recently issued by the Treasury Department, Fannie Mae is required to report OID and market discount in a manner consistent with section 1272(a)(6) of the Code. You should consult your own tax advisor regarding the effect of section 1272(a)(6) on the accrual of OID and market discount.

### ***Premium***

A beneficial owner that acquires a mortgage loan for more than its principal amount generally has premium with respect to that mortgage loan in the amount of the excess. In that event, the beneficial owner may elect to treat the premium as amortizable bond premium. This election is available only with respect to an undivided interest in a mortgage loan that was originated after September 27, 1985. If the election is made, a beneficial owner must also apply the election to all debt instruments the interest on which is not excludible from gross income (fully taxable bonds) held by the beneficial owner at the beginning of the first taxable year to which the election applies and to all fully taxable bonds thereafter acquired by the beneficial owner. A beneficial owner may revoke the election only with the consent of the IRS.

If a beneficial owner makes this election, the beneficial owner reduces the amount of any interest payment that must be included in the beneficial owner's income by the portion of the premium allocable to the period based on the mortgage loan's yield to maturity. Correspondingly, a beneficial owner must reduce its basis in the mortgage loan by the amount of premium applied to reduce any interest income. The amount of premium to be allocated among the interest payments on an ARM is determined by reference to an equivalent fixed-rate debt instrument constructed as of the date the beneficial owner acquires an interest in the ARM.

If a beneficial owner does not elect to amortize premium, (i) the beneficial owner must include the full amount of each interest payment in income, and (ii) the premium must be allocated to the principal distributions on the mortgage loan and, when each principal distribution is received, a loss equal to the premium allocated to that distribution will be recognized. Any tax benefit from premium not previously recognized will be taken into account in computing gain or loss upon the sale or disposition of the certificate. See “**—Sales and Other Dispositions of Certificates.**”

### ***Accrual Method Election***

A beneficial owner may elect to include in income its entire return on a mortgage loan (i.e., the excess of all remaining payments to be received on the mortgage loan over the amount of the beneficial owner's basis in the mortgage loan) based on the compounding of interest at a constant yield. Such an election for a mortgage loan with amortizable bond premium (or market discount) will result in a deemed election to amortize premium for all the beneficial owner's debt instruments with amortizable bond premium (or to accrue market discount currently for all the beneficial owner's debt instruments with market discount) as discussed above.

### ***Expenses of the Trust***

A beneficial owner's ability to deduct its share of the fee payable to the primary servicer, the fee payable to us for providing our guaranty and other expenses to administer the pool is limited under section 67 of the Code in the case of (i) estates and trusts, and (ii) individuals owning an interest in a certificate directly or through an investment in a pass-through entity (other than in connection with such individual's trade or business). Pass-through entities include partnerships, S corporations, grantor trusts, certain limited liability companies and non-publicly offered regulated investment

companies, but do not include estates, nongrantor trusts, cooperatives, real estate investment trusts and publicly offered regulated investment companies.

Generally, a beneficial owner can deduct its share of these costs only to the extent that these costs, when aggregated with certain of the beneficial owner's other miscellaneous itemized deductions, exceed two percent of the beneficial owner's adjusted gross income. For this purpose, an estate or nongrantor trust computes adjusted gross income in the same manner as in the case of an individual, except that deductions for administrative expenses of the estate or trust that would not have been incurred if the property were not held in such trust or estate are treated as allowable in arriving at adjusted gross income.

In addition, section 68 of the Code may provide for certain limitations on itemized deductions otherwise allowable for a beneficial owner who is an individual. Further, a beneficial owner may not be able to deduct any portion of these costs in computing its alternative minimum tax liability.

### **Sales and Other Dispositions of Certificates**

Upon the sale, exchange or other disposition of a certificate, the beneficial owner generally will recognize gain or loss equal to the difference between the amount realized upon the disposition and the beneficial owner's adjusted basis in the certificate. The adjusted basis of a certificate generally will equal the cost of the certificate to the beneficial owner, increased by any amounts of original issue discount and market discount included in the beneficial owner's gross income with respect to the certificate, and reduced by distributions on the certificate previously received by the beneficial owner as principal and by any premium that has reduced the beneficial owner's interest income with respect to the certificate. Any such gain or loss generally will be capital gain or loss, except (i) as provided in section 582(c) of the Code (which generally applies to banks) or (ii) to the extent any gain represents original issue discount or accrued market discount not previously included in income (to which extent such gain would be treated as ordinary income). Any capital gain (or loss) will be long-term capital gain (or loss) if at the time of disposition the beneficial owner held the certificate for more than one year. The ability to deduct capital losses is subject to limitations.

The Taxpayer Relief Act of 1997 amended section 1271 of the Code to provide that amounts received by a beneficial owner on retirement of any mortgage loan of a natural person are considered to be amounts received in exchange therefor. The legislation applies to mortgage loans originated after June 8, 1997, and any interest in a mortgage loan acquired after June 8, 1997. The application of section 1271 to a retirement of a mortgage loan that was acquired at a discount is unclear, and you should consult your own tax advisor regarding the application of section 1271 to a certificate in such a case.

### **Special Tax Attributes**

In Revenue Ruling 84-10, the IRS ruled on the status of the certificates under specific sections of the Code. In particular, the IRS ruled as follows:

1. A certificate owned by a domestic building and loan association is considered as representing loans secured by an interest in real property within the meaning of section 7701(a)(19)(C)(v) of the Code, provided the real property underlying each mortgage loan is (or, from the proceeds of the mortgage loans, will become) the type of real property described in that section of the Code.
2. A certificate owned by a real estate investment trust is considered as representing real estate assets within the meaning of section 856(c)(5)(B) of the Code, and the interest income is considered interest on obligations secured by mortgages on real property within the meaning of section 856(c)(3)(B) of the Code.

The special tax attributes discussed above do not apply to a mortgage loan to the extent that its principal amount exceeds the value of the real property securing it. We believe that the fair market value of the real property securing each mortgage loan exceeds the principal balance of that mortgage



loan as of the issue date of the certificates based upon the lender's representation that each mortgage loan complied with underwriting guidelines with respect to property value and loan-to-value ratio. The principal security for each mortgage loan is a first lien (or, in the case of a subordinate lien mortgage loan, a subordinate lien) on real property. However, the mortgage loans may also be secured by a security interest in related tangible personal property (e.g., equipment and furniture) and in related intangible personal property such as rents and revenues, insurance proceeds, condemnation awards or settlements, contract rights, deposits, permits, accounts, licenses, and so forth. If the principal balance of the mortgage loan exceeds the fair market value of the real property securing the mortgage loan, the certificates will retain the special tax attributes discussed above in proportion to the value of the real property remaining as security for the mortgage loan.

### ***Seniors Housing Loans***

Based upon the holdings of Revenue Ruling 84-10, a certificate representing an interest in a pool that contains seniors housing loans will be considered as representing loans secured by an interest in educational, health or welfare institutions or facilities within the meaning of section 7701(a)(19)(C)(vii) of the Code, provided the collateral securing each mortgage loan is the type of property described in that section of the Code.

### ***Defeasance Mortgage Loans***

With respect to a defeasance mortgage loan, if there is a release of the mortgaged property as discussed under **“YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Defeasance”**, that mortgage loan will no longer qualify as a “loan secured by an interest in real property” within the meaning of section 7701(a)(19)(C)(v) of the Code or a “real estate asset” within the meaning of section 856(c)(3)(B). Thus, upon the release of the mortgaged property securing a defeasance mortgage loan underlying the certificates, the rulings discussed above regarding the application of these Code sections would be limited to the remaining mortgage loans underlying the certificates that are secured by an interest in real property.

### **Multifamily Mortgage Loan Servicing**

The IRS issued guidance on the tax treatment of mortgage loans in cases in which the fee retained by the primary servicer of the mortgage loans exceeds what is established under tax law to be reasonable compensation for the services to be performed. This guidance is directed primarily to servicers and, in most cases, should not have a significant effect on beneficial owners of mortgage loans.

Under the IRS guidance, if a servicing fee on a mortgage loan is determined to exceed reasonable compensation, the payments of the excess servicing fee are treated as a series of stripped coupons and the mortgage loan is treated as a stripped bond within the meaning of section 1286 of the Code. In general, if a mortgage loan is treated as a stripped bond, any discount with respect to that mortgage loan will be treated as original issue discount. Any premium with respect to such a mortgage loan may be treated as amortizable bond premium regardless of the date the mortgage loan was originated, because a stripped bond is treated as originally issued on the date a beneficial owner acquires the stripped bond. See **“—Application of Revenue Ruling 84-10—Premium.”** In addition, the excess portion of servicing compensation will be excluded from the income of owners and thus will not be subject to the limitations on the deductibility of miscellaneous itemized deductions. See **“—Application of Revenue Ruling 84-10—Expenses of the Trust.”**

A mortgage loan is effectively not treated as a stripped bond, however, if the mortgage loan meets either the 100 basis point test or the de minimis test. A mortgage loan meets the 100 basis point test if the total amount of servicing compensation on the mortgage loan does not exceed reasonable compensation for servicing by more than 100 basis points. A mortgage loan meets the de minimis test if (i) the discount at which the mortgage loan is acquired is less than 0.25 percent of the



remaining principal balance of the mortgage loan multiplied by its weighted average remaining life; or (ii) in the case of wholly self-amortizing mortgage loans, the acquisition discount is less than  $\frac{1}{6}$  of one percent times the number of whole years to final stated maturity.

The IRS guidance contains a number of ambiguities. For example, it is not clear whether the rules described above are to be applied on an individual loan or an aggregate basis. You should consult your own tax advisor about the IRS guidance and its application to investments in the certificates.

### **Information Reporting and Backup Withholding**

For each distribution, we will post on our Web site information that will allow beneficial owners to determine (i) the portion of such distribution allocable to principal and to interest, (ii) the amount, if any, of OID and market discount, and (iii) the administrative expenses allocable to such distribution.

Payments of interest and principal, as well as payments of proceeds from the sale of certificates, may be subject to the backup withholding tax under section 3406 of the Code if the recipient of the payment is not an exempt recipient and fails to furnish certain information, including its taxpayer identification number, to us or our agent, or otherwise fails to establish an exemption from such tax. Any amounts deducted and withheld from such a payment would be allowed as a credit against the beneficial owner's federal income tax. Furthermore, certain penalties may be imposed by the IRS on a holder or owner who is required to supply information but who does not do so in the proper manner.

### **Foreign Investors**

Additional rules apply to a beneficial owner that is not a U.S. Person and that is not a partnership (a "Non-U.S. Person"). "U.S. Person" means a citizen or resident of the United States, a corporation (or other entity taxable as a corporation) created or organized in or under the laws of the United States or any state or the District of Columbia, an estate the income of which is subject to U.S. federal income tax regardless of the source of its income, or a trust if a court within the United States can exercise primary supervision over its administration and at least one U.S. Person has the authority to control all substantial decisions of the trust.

Payments on a certificate made to, or on behalf of, a beneficial owner that is a Non-U.S. Person generally will be exempt from U.S. federal income and withholding taxes, provided the following conditions are satisfied:

- the beneficial owner does not hold the certificate in connection with its conduct of a trade or business in the United States;
- the beneficial owner is not, with respect to the United States, a personal holding company or a corporation that accumulates earnings in order to avoid U.S. federal income tax;
- the beneficial owner is not a U.S. expatriate or former U.S. resident who is taxable in the manner provided in section 877(b) of the Code;
- the beneficial owner is not an excluded person (i.e., a 10-percent shareholder of Fannie Mae within the meaning of section 871(h)(3)(B) of the Code or a controlled foreign corporation related to Fannie Mae within the meaning of section 881(c)(3)(C) of the Code);
- the beneficial owner signs a statement under penalties of perjury certifying that it is a Non-U.S. Person and provides its name, address and taxpayer identification number (a "Non-U.S. Beneficial Ownership Statement");
- the last U.S. Person in the chain of payment to the beneficial owner (the withholding agent) receives such Non-U.S. Beneficial Ownership Statement from the beneficial owner or a

financial institution holding on behalf of the beneficial owner and does not have actual knowledge that such statement is false; and

- the certificate represents an undivided interest in a pool of mortgage loans all of which were originated after July 18, 1984.

That portion of interest income of a beneficial owner who is a Non-U.S. Person on a certificate that represents an interest in one or more mortgage loans originated before July 19, 1984 will be subject to a U.S. withholding tax at the rate of 30 percent or lower treaty rate, if applicable. Regardless of the date of origination of the mortgage loans, backup withholding will not apply to payments made to a beneficial owner that is a Non-U.S. Person if the beneficial owner or a financial institution holding on behalf of the beneficial owner provides a Non-U.S. Beneficial Ownership Statement to the withholding agent.

A Non-U.S. Beneficial Ownership Statement may be made on an IRS Form W-8BEN or a substantially similar substitute form. The beneficial owner or financial institution holding on behalf of the beneficial owner must inform the withholding agent of any change in the information on the statement within 30 days of such change.

### LEGAL INVESTMENT CONSIDERATIONS

If you are an institution whose investment activities are subject to legal investment laws and regulations or to review by regulatory authorities, you may be or may become subject to restrictions on investment in certain certificates of a series, including, without limitation, restrictions that may be imposed retroactively. If you are a financial institution that is subject to the jurisdiction of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, the Treasury Department or other federal or state agencies with similar authority, you should review the rules, guidelines and regulations that apply to you prior to purchasing or pledging the certificates of a series. In addition, if you are a financial institution, you should consult your regulators concerning the risk-based capital treatment of any certificate. **You should consult your own legal advisors to determine whether and to what extent the certificates of a series constitute legal investments or are or may become subject to restrictions on investment and whether and to what extent the certificates of a series can be used as collateral for various types of borrowings.**

### ERISA CONSIDERATIONS

The Employee Retirement Income Security Act (“ERISA”) or section 4975 of the Code imposes requirements on employee benefit plans subject to ERISA (such as employer-sponsored retirement plans) and upon other types of benefit plans and arrangements subject to section 4975 of the Code (such as individual retirement accounts). ERISA and section 4975 of the Code also impose these requirements on some entities in which these benefit plans or arrangements invest. We refer to these plans, arrangements and entities, collectively, as plans. Any person who is a fiduciary of a plan also is subject to the requirements imposed by ERISA and section 4975 of the Code. Before a plan invests in any certificate, the plan fiduciary must consider whether the governing instruments for the plan permit the investment, whether the certificates are a prudent and appropriate investment for the plan under its investment policy, and whether such an investment might result in a transaction prohibited under ERISA or section 4975 of the Code for which no exemption is available.

The U.S. Department of Labor has issued a regulation covering the acquisition by a plan of a guaranteed governmental mortgage pool certificate, defined to include certificates which are backed by, or evidence an interest in, specified mortgages or participation interests in specified mortgages and are guaranteed by Fannie Mae as to the payment of interest and principal. Under the regulation, investment by a plan in a guaranteed governmental mortgage pool certificate does not cause the assets of the plan to include the mortgage loans underlying the certificate or cause the sponsor,

trustee and other servicers of the mortgage pool to be subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA or section 4975 of the Code in providing services with respect to the mortgages in the pool. Our counsel, Sidley Austin LLP, has advised us that the certificates qualify under the definition of guaranteed governmental mortgage pool certificates and, as a result, the purchase and holding of certificates by plans will not cause the underlying mortgage loans or the assets of Fannie Mae to be subject to the fiduciary requirements of ERISA or to the prohibited transaction provisions of ERISA or section 4975 of the Code merely by reason of a plan's holding of a certificate. However, investors should consult with their own counsel regarding the ERISA eligibility of certificates they may purchase.

#### **LEGAL OPINION**

If you purchase certificates, we will send you, upon request, an opinion of our general counsel (or one of our deputy general counsels) as to the validity of the certificates, the trust agreement and the issue supplement for that issue.

**Frequently Used Multifamily MBS Pool Prefixes**

Below is a listing of some of the most frequently used multifamily pool prefixes. For a complete listing and description of pool prefixes, please refer to our Web site at [www.fanniemae.com](http://www.fanniemae.com). Unless otherwise stated, the pools contain fixed-rate mortgage loans.

- AM** Conventional, adjustable-rate mortgages.
- H2** Conventional, supplemental lien mortgages; actual/360 interest day basis calculation; maturity dates vary.
- HA** Conventional, adjustable-rate mortgages; actual/360 interest day basis calculation; maturity dates vary.
- HI** Conventional, intermediate-term, level-payment mortgages; actual/360 interest day basis calculation; maturing or due in fifteen (15) years or less.
- HL** Conventional, long-term, level-payment mortgages; actual/360 interest day basis calculation; maturing or due in greater than twenty-five (25) years but less than thirty (30) years.
- HN** Conventional, short-term, level-payment mortgages; actual/360 interest day basis calculation; maturing or due in ten (10) years or less.
- HR** Conventional, adjustable-rate supplemental lien mortgages; actual/360 interest day basis calculation; maturity dates vary.
- HS** Conventional, short-term, level-payment mortgages; actual/360 interest day basis calculation; maturing or due in ten (10) years or less.
- HT** Conventional, intermediate-term, level-payment mortgages; actual/360 interest day basis calculation; maturing or due in less than twenty (20) years.
- HX** Conventional, short-term, level-payment, balloon mortgages; actual/360 interest day basis calculation; maturing or due in seven(7) years or less.
- HY** Conventional, balloon mortgages; actual/360 interest day basis calculation; maturing or due in seven(7) years or more.
- JM** Non-standard mortgages; maturity dates vary. Retired in 2001.
- MA** Government (FHA) long-term, level-payment project mortgages; fully amortizing within forty (40) years.
- MB** Conventional, adjustable-rate balloon mortgages; maturity dates vary.
- MD** Conventional, non-interest bearing (discounted) securities backed by pools of one or more loans; maturity dates vary between 1 and 12 months.
- MI** Conventional, intermediate-term, level-payment mortgages; maturing or due in fifteen (15) years or less.
- ML** Conventional, long-term, level-payment mortgages.
- MN** Conventional, short-term, level-payment mortgages; maturing or due in ten (10) years or less.
- MS** Conventional, short-term, level-payment mortgages; maturing or due in seven(7) years or less.
- MT** Conventional, intermediate-term, level-payment mortgages; maturing or due in twenty (20) years or less.
- MX** Conventional, level-payment, balloon mortgages; maturity dates vary.
- MY** Conventional, level-payment, balloon mortgages; maturing or due in seven(7) years or more.

- QI** Conventional, intermediate-term, level-payment mortgages; actual/360 interest day basis calculation and P&I based on note rate multiplied by 365 and then divided by 360; maturing or due in fifteen (15) years or less.
- QN** Conventional, short-term, level-payment mortgages; actual/360 interest day basis calculation and P&I based on note rate multiplied by 365 and then divided by 360, maturing or due in ten (10) years or less.
- QT** Conventional, intermediate-term, level-payment mortgages; actual/360 interest day basis calculation and P&I based on note rate multiplied by 365 and then divided by 360; maturing or due in twenty (20) years or less.
- QY** Conventional, level-payment, balloon mortgages; actual/360 interest day basis calculation and P&I based on note rate multiplied by 365 and then divided by 360; maturing or due in seven(7) years or more.

**DISCLOSURE METHODOLOGY**

*We provide to certificateholders the information as reported to us by lenders. Information presented may vary for individual pools. If a lender has delivered mortgages that are not within the parameters that a lender represents and warrants to us, the lender may be obligated to repurchase the affected mortgage loans. Certificateholders should make their own conclusions regarding the data provided in the prospectus supplement.*

***Issuance Note Rates***

On the issue date, we will provide the then-effective highest and lowest interest rate applicable to any mortgage loan in a pool and a weighted average of those interest rates.

***Issuance Unpaid Principal Balances (UPB)***

On the issue date, we will provide the largest unpaid principal balance and the smallest unpaid principal balance of any mortgage loan in a pool and a simple (not weighted) average of those unpaid principal balances.

***Weighted Average (WA) Remaining Term to Maturity (Months)***

On the issue date, we will calculate a weighted average of the calculated maturity date for the mortgage loans in a pool. The calculated maturity for a mortgage loan is the number of months remaining until the borrower pays its mortgage loan in full, assuming that a borrower makes all future schedule required payments on time as set forth in the mortgage note but makes no additional prepayment after the date of calculation. The calculated maturity for a loan may be earlier than the maturity date stated in the note if a borrower has made any partial prepayments before the date of calculation. The maturity date of a pool as disclosed in the prospectus supplement is the latest calculated maturity for any of the mortgage loans in the pool.

***% of Unpaid Principal Balance (UPB) with Interest Only First Distribution***

We provide the percent of the aggregate issue date unpaid principal balance of mortgage loans in a pool that do not have their first scheduled principal payment due until the second due period following the issue date of the certificates. Certificateholders will receive no scheduled principal payment on the first distribution date (but will receive interest) with respect to that percentage of loans.

***Seller Name***

We will provide the name of the seller, which is the entity that delivered the mortgage loans to us. The seller may not have originated the mortgage loans.

***Servicer Name***

We will provide the name of the servicer, which is the entity that is servicing the mortgage loans (after delivery to us) in a pool.

***Net Coupons***

For ARM loans, we will provide as of the issue date a range from the highest net coupon to the lowest net coupon on any mortgage loan in a pool and a weighted average of those net coupons.



### ***MBS Margins***

For ARM loans, on the issue date, we will provide the highest and lowest MBS margin applicable to any mortgage loan in a pool, and/or a range from the highest MBS margin to the lowest MBS margin, and a weighted average of those MBS margins.

### ***Pool Accrual Rates***

For ARM loans, on the issue date, we will provide the initial pool accrual rate; a weighted average of the maximum pool accrual rates that would accrue for a pool if all of the underlying mortgage loans were accruing interest at the maximum rate (less total fees) provided in their respective loan documents; and a weighted average of the minimum pool accrual rates that would accrue for the pool if all of the underlying mortgage loans were accruing interest at the minimum rate (less total fees) provided in their respective loan documents. Generally, the weighted average minimum pool accrual rate will not be less than the weighted average of the MBS margins of the mortgage loans in the pool.

### ***Net Life Caps***

For ARM loans, as of the issue date, we will provide the highest net life cap and the lowest net life cap for any mortgage loan in a pool, and/or a range from the highest net life cap to the lowest net life cap, and a weighted average of those net life caps.

### ***Net Life Floors***

For ARM loans, as of the issue date, we will provide the highest net life floor and the lowest net life floor for any mortgage loan in a pool, and/or a range from the highest net life floor to the lowest net life floor, and a weighted average of the net life floors of the mortgage loans in the pool.

### ***Initial Rate Change Date***

For ARM loans, we will provide the first interest rate change date of the mortgage loan in a pool that has the earliest first interest change date if that date has not passed as of the issue date of the certificates.

### ***Next Rate Change Date Table***

For ARM loans, we will provide information as of the issue date regarding the next rate change date for the mortgage loans in a pool, including the percentage of the pool (by unpaid principal balance) that will have its next rate change date on the listed dates, MBS margin, coupon, and caps and floor information.

### ***Weighted Average Months to Roll***

For ARM loans, on the issue date, we will calculate a weighted average of the number of months until the next interest rate change date for each of the mortgage loans in a pool.

### ***Distribution of Loans by First Payment Date***

For ARM loans, we will provide information as of the issue date regarding distribution of the mortgage loans in a pool by their first payment date and the number of mortgage loans having each listed first payment date. We will also provide the aggregate dollar amount of these mortgage loans.

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No one is authorized to give information or to make representations in connection with the certificates other than the information and representations contained in this prospectus. You must not rely on any unauthorized information or representation. This prospectus does not constitute an offer or solicitation with regard to the certificates if it is illegal to make such an offer or solicitation to you under state law. By delivering this prospectus at any time, no one implies that the information contained in it is correct after its date.

The Securities and Exchange Commission has not approved or disapproved the certificates or determined if this prospectus or any supplement to this prospectus is truthful and complete. Any representation to the contrary is a criminal offense.

Additional prospectuses and information regarding outstanding pools are available upon request by calling us at 800-237-8627 or by going to our corporate Web site at [www.fanniemae.com](http://www.fanniemae.com).

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**Guaranteed Mortgage  
Pass-Through  
Certificates  
(Multifamily Residential  
Mortgage Loans)**

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**MULTIFAMILY MBS PROSPECTUS**

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September 1, 2007

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