Securitization Audit Extended Pro

Prepared for

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The purpose of this examination is to trace the ownership history of the subject Mortgage. This information is a critical first step in determining which entity has the right to enforce your Note and Mortgage ("Mortgage Loan"). Armed with this critical threshold information, it is then possible to analyze forensically whether there are gaps in the chain of title between the originating lender and the current owner of a mortgage loan, whether there was fraud or a break in the chain of title, and, when a loan is in foreclosure, whether there are flaws in the foreclosure process.

The results will disclose if in fact a mortgage has been securitized. The findings of this report are not to be construed as Legal Advice. The findings and opinions are deduced from the facts as they became known to the Examiner through the Examiner's forensic investigation of the documents, records, and information available at the time of the audit. The results and/or findings of this report are independent of any other professional auditor or Fraud Examiner. However, the results of any findings in this report can be exhibited for any Court or Judicial System in conformity and for the preparation of such legal matters pursuant to the Court's jurisdiction. The Examiner has no direct or indirect interest in the outcome of the case. In the event that fraud is discovered, you may want to consult with your Attorney for legal advice.

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Explanation of Audits

Securitization Audit:

1. A mortgage securitization audit is a detailed report on the chain of title of the mortgage note. The results will disclose any violations of New York trust law and/or Internal Revenue Code regarding (REMIC) status. A Securitization audit also provides evidence that the party that purports to own the note may not be the actual "owner or holder" of the note.

To complete the Securitization Audits, I follow 2 steps:

Step 1, Loan Specific Title Search;

a. I research all paperwork given to the borrower at closing. I cross check the Mortgage Deed of Trust and Servicing Transfer Disclosure with a public records search of the county recorder's office in which the property is located. I check to see if the loan is currently listed with MERS. Based on these searches, I determine if the loan is a securitized loan. If the loan is a non-securitized loan our report will only include the results of the Loan Specific Title Search.

Step 2, Chain of Title History;

a. For securitized loans I then check through our database to locate the pool, pools or group(s) of pools claiming to have ownership of the borrowers' loan. My database search includes the EDGAR (SEC) Database and a proprietary search engine that helps locate possible ownership of the loan.

b. My reports will show all findings in a clear and concise manner and will have loan specific analysis and commentary on the securitization status of the loan with suggested areas of focus and concentration for the borrower's lawyer or adviser.

c. When I check through the database to locate the pool, pools or group(s) of pools claiming to have ownership of the borrowers' loan, I try to find actual mention of the note, either through loan number, address, loan size, loan type or other loan specific details. Otherwise we use the closing dates and cut-off dates for the specific pools that the loan may be in. I search through the 424B5 Prospectus and the Pooling and Servicing Agreements. If a 15- l5d Suspension of Duty to Report is filed we can provide that as well.

d. Usually there is no recorded and perfected Chain of Assignments, nor is there a Chain of Endorsements in any Securitized Loan, no assignment history that goes from the lender, to the Sponsor, to the Depositor, and lastly, to the Trust, as required by most Pooling and Servicing Agreements.

e. However, I know that each Securitized Loan has purportedly been transferred two to three times at a minimum, but in many cases no assignment of beneficiary was ever recorded when the transfers took place. That was the purpose of MERS (Mortgage Electronic Registration Systems). The Deeds would be kept in the name of MERS as "Nominee for the Beneficiary". This allowed MERS to appear to be the Beneficiary and avoid the expenses of recording Assignments at each transfer, usually about $30 per recording.

f. My audits usually find that there is a chain of ownership that has not been properly executed, and that any party trying to foreclose needs to present clear ownership and explain why they have a clear right to foreclose.

g. The Securitization Audit can be completed with the documents provided to the Borrower at Closing. If the Audit is going to be used to its fullest potential it is recommended that in your Qualified Written Request (QWR), you also request information on the holder of the mortgage loan. This is a right granted to borrowers under TILA and RESPA. It is also advisable to request the Pooling and Service Agreement between the servicer and the investor in your Debt Verification Letter. They are not required to provide this, but sometimes they do.

h. Once it has been determined that a loan has been securitized, it forever loses its security component (i.e., the Deed of Trust or Mortgage depending on where the loan was originated), and the right to foreclose through the Deed of Trust is forever lost.

i. The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulation of the SEC; hence, the requirements for fillings of the registration statements, pooling and servicing agreement forms. Once securitized, this would indicate the Deed of Trust was transferred concurrently with the purported legal transfer of the Note, such that the deed of trust have irrevocably separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of evidence rules 901 & 902)

Anti-Predatory Lending Violations

These are relating to Consumer Protection laws;

+ Violations usually occur because of the misunderstanding of how they work. Examples of violations include failing to include fees such as yield spread premiums in the calculations or using an incorrect loan amount value to perform the calculation. Penalties vary by each law. The usual costs include borrower reimbursements, statutory and punitive damages, attorneys' fees, administrative fines and penalties, loan buy-backs and reformation, and class-action lawsuits.

State Law Violations;

+ Examples include illegal prepayment penalty clauses, rates that are usurious, or fees that are not allowed to be charged. Some penalties include actual damages and costs, attorney's fees, administrative fines and penalties, loan buy-backs, and class-action lawsuits.

+ Reverse Mortgage Violations -These violations include violations relating to reverse mortgage obtained. Some violations include failing to disclose the APR, and providing incomplete or improper disclosures.

+ Real Estate Settlement Procedures Act (RESPA) Violations-RESPA prohibitions put limits on a lender's and broker's ability to charge or pay fees that are hidden from the borrower. Violations include accepting kickbacks or referral fees, up charging for services provided by 3rd parties, and charging for services not performed.

+ Penalties include actual damages, administrative fines and class-action lawsuits.

+ In addition, other violations include lending without providing borrowers a reasonable, tangible net benefit, state-specific disclosure errors, servicing violations, and Fair Lending violations.

If there is one of these types of violations in the loan audit discovered, it could result in some cases repayment of interest back to the borrower/homeowner.

Constructive Fraud

- Material facts relating to the loan, which include terms of the loan. Prepayment penalty or any information which a borrower must know before loan is accepted. Were these facts not properly disclosed to the borrower? Were they mentioned at all?

Fraud and Negligent Misrepresentation

- This is basically any statements comments and representation written or oral by the broker, loan officer, notary which in any way contradicted the terms of the loan documents.

Negligent Misrepresentation

- If the broker/loan officers who worked on the loan make errors which result in misrepresentation, this is classified as negligent misrepresentation.

Breach of Contract

- Any terms in the contract of the note the lender failed to follow, such as the way the interest is calculated and the penalties.

In conducting my opinion and analysis;

2. I reviewed various loan documents filed with the Hamilton County, Indiana public records. I also reviewed and analyzed the copy of the Mortgage and all other pertinent Mortgage documents that were involved with the subject loan.

The information on the Securitization Trust reveals the following:

+ The issuing entity is Citigroup Mortgage Loan Trust 2008-AR7.

+ The Title of the Offered Securities is Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificates, and Series 2008-AR7.

+ The party responsible for initiation of the Trust is Citigroup Global Markets Realty Corp.

+ The Depositor for the Trust is Citigroup Mortgage Loan Trust, Inc.

+ The Master Servicer for the Trust is CitiMortgage, Inc.

+ The Trustee for the Trust is US Bank, NA.

+ The Custodian for the Trust is Citibank, NA.

Tracing the ownership of residential mortgages involves researching the following public and private mortgage-related databases:

- Fannie Mae's Loan Lookup;
- Freddie Mac's Self-Service Loan Lookup;
- Mortgage Electronic Registration Systems, Inc.'s website;
- Bloomberg Professional and/or ABS Net Loan (robust mortgage-backed securities databases utilized by institutional investors); and the Securities and Exchange Commission's public access websites;
- County Clerk Recorders Office;
- Court Records when applicable;
- Property lien search.

The Debt and the Security Instruments

General	Principal Amount	$560,000
	Date Granted	March 30, 2008
	Maturity Date	April 1, 2038
	Term	30 Years
The Debt Instrument	Type of Note	Adjustable Rate Note
	Initial Interest Rate	6.850% p.a.
	First Interest Rate Change Date	April 1, 2010
	Loan Number	56040201
The Security Instrument	Type of Document	Mortgage
	Date Executed	March 30, 2008
	Lien Priority	First Lien
	MERS ID Number	10003930291092-2019

The Parties Involved with the Note and Mortgage

Borrower	Name	John Doe
	Mailing Address	4503 Main Street Citywide NJ
	Property Address	4503 Main Street Citywide NJ
Co-Borrower	Name	Sherry Doe
Lender	Name	ABN Amro Mortgage Group, Inc.
	Mailing Address	4503 Main Street Citywide NJ
Mortgagee	Name	ABN Amro Mortgage Group, Inc.
Mortgage Servicer	Name	Bank of America, NA
	Mailing Address	PO Box 56040211 Citywide NJ 15043
Title Company	Name	Unknown

The Parties to the Securitization Trust

Issuing Entity	Citigroup Mortgage Loan Trust 2008-AR7
Title of the Offered Securities	Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificates, Series 2008-AR7
Sponsor	Citigroup Global Markets Realty Corp.
Depositor	Citigroup Mortgage Loan Trust, Inc.
Seller	Citigroup Global Markets Realty Corp.
Originators	CitiMortgage, Inc. and several other originators
Master Servicer	CitiMortgage, Inc.
Servicers	Countrywide Home Loans Servicing, LP and several other servicers
Trustee	US Bank, NA
Custodian	Citibank, NA
Insurers	No specific insurer is named. The applicable provisions on insurance are found in the section titled Description of the Securities of the Prospectus.
Affiliations	Citigroup Global Markets Realty Corp., Citigroup Mortgage Loan Trust, Inc., and CitiMortgage, Inc. are affiliated entities. There were no known affiliations among them and Countrywide Home Loans Servicing, LP and US Bank, NA at the time this trust was established.

How the Loan fits in the Trust's Pool

3. Hereunder is a comparison of the features of the subject loan with the characteristics of the loans in the mortgage pool of Citigroup Mortgage Loan Trust 2008-AR7.

Feature	This Loan	The Mortgage Pool, All Loans
Date Granted/Closing Date	March 30, 2008	May 31, 2008
Original Term	360 months	180 to 480 months
Interest Rate	6.850% p.a.	3.875% p.a. to 9.375% p.a.
Interest Type	Adjustable	Adjustable
Original Amount	$560,000	$34,000 to $3,000,000.00
Property Location	Indiana	7 Property Locations in the state of Indiana
References	Adjustable Rate Note, Mortgage	Prospectus Supplement

The Certificates Issued by the Trust

Type	Class Code	Name	Beginning Cert. Bal.(Face)	Pass Thru Rate	CUSIP Numbers
Senior		1A	112,719,778.39	1.420000%	126671L79
		2A1	120,492,123.75	1.260000%	126671K54
		2A2	214,375,000.00	1.470000%	126671K62
		P	100.00	0.000000%	126671L95
		C	495,086,902.14	0.000000%	126671L87
Residual		AR	0.00	0.000000%	126671M29
Subordinate		M1	25,000,000.00	1.820000%	126671K70
		M2	3,750,000.00	2.070000%	126671K88
		M3	4,000,000.00	2.620000%	126671K96
		M4	7,000,000.00	2.820000%	126671L20
		M5	1,500,000.00	3.220000%	126671L38
		M6	4,250,000.00	4.620000%	126671L46
		B			
2,000,000.00	4.620000%	126671L53	0.000000	3.721667	1

4. CUSIP stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds.

5. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

The Links to the Trust Documents and Other Information

Date of Filing	Particulars
June 1, 2008	Prospectus Supplement and Prospectus under Form 424-B5. The main parties are Citigroup Global Markets Realty Corp. as sponsor and seller, Citigroup Mortgage Loan Trust, Inc. as depositor, CitiMortgage, Inc. as master servicer and one of the originators, Countrywide Home Loans Servicing, LP as one of the servicers, and US Bank, NA as trustee. http://www.secinfo.com/dqTm6.u1ht.htm
March 31, 2008	Annual Report under Form 10-K. This document names CitiMortgage, Inc. as master servicer and reports the filing of an Annual Statement of Compliance for the servicer as of December 31, 2008. http://www.secinfo.com/d12rzv.t3a.htm
January 29, 2008	Notice of Suspension of Duty to File Reports under Form 15-15D. This document was filed on behalf of the trust by CitiMortgage, Inc., as trust administrator. The number of holders on record as of report date was 14. http://www.secinfo.com/d12rzv.t13.htm
October 2, 2008	Pooling and Servicing Agreement dated May 1, 2008. The parties are Citigroup Mortgage Loan Trust, Inc. as depositor, CitiMortgage, Inc. as master servicer and trust administrator, Citibank, NA as paying agent, certificate registrar, and authenticating agent, and US Bank, NA as trustee. http://www.secinfo.com/dqTm6.u278.c.htm#1stPage
Cut-off Date	May 1, 2008
Closing Date	On or about May 31, 2008
Approx. Amount of Total Assets Held	US $831,885,100
The Link to all	

Documents filed with the SEC	http://www.secinfo.com/$/SEC/Registrant.asp?CIK=1399276

The Securitization Trust Explained

The Diagram Explained:

- The mortgage loan moves from the lender to the seller, from the seller to the depositor.
- This is returned to the lender.
- The mortgage loan is deposited to the trust.
- The trustee performs fiduciary duties for the trust.
- The mortgage loan document goes to the servicer to (collection monthly payments).
- The mortgage loan document is acknowledged by the servicer.
- The certificate is sold to the certificate holder.
- The certificate is bought back from the certificate holder.
- The lender collects from the borrower and the remits the proceeds to the trust through the servicer. The money is used to buy back the certificates from the certificate holder.

6. The following diagram illustrates, in simple theoretical terms, the flow of transactions in a typical securitization trust as they would have affected each party that has a role in it:

A Diagram on the Typical Process of Securitization

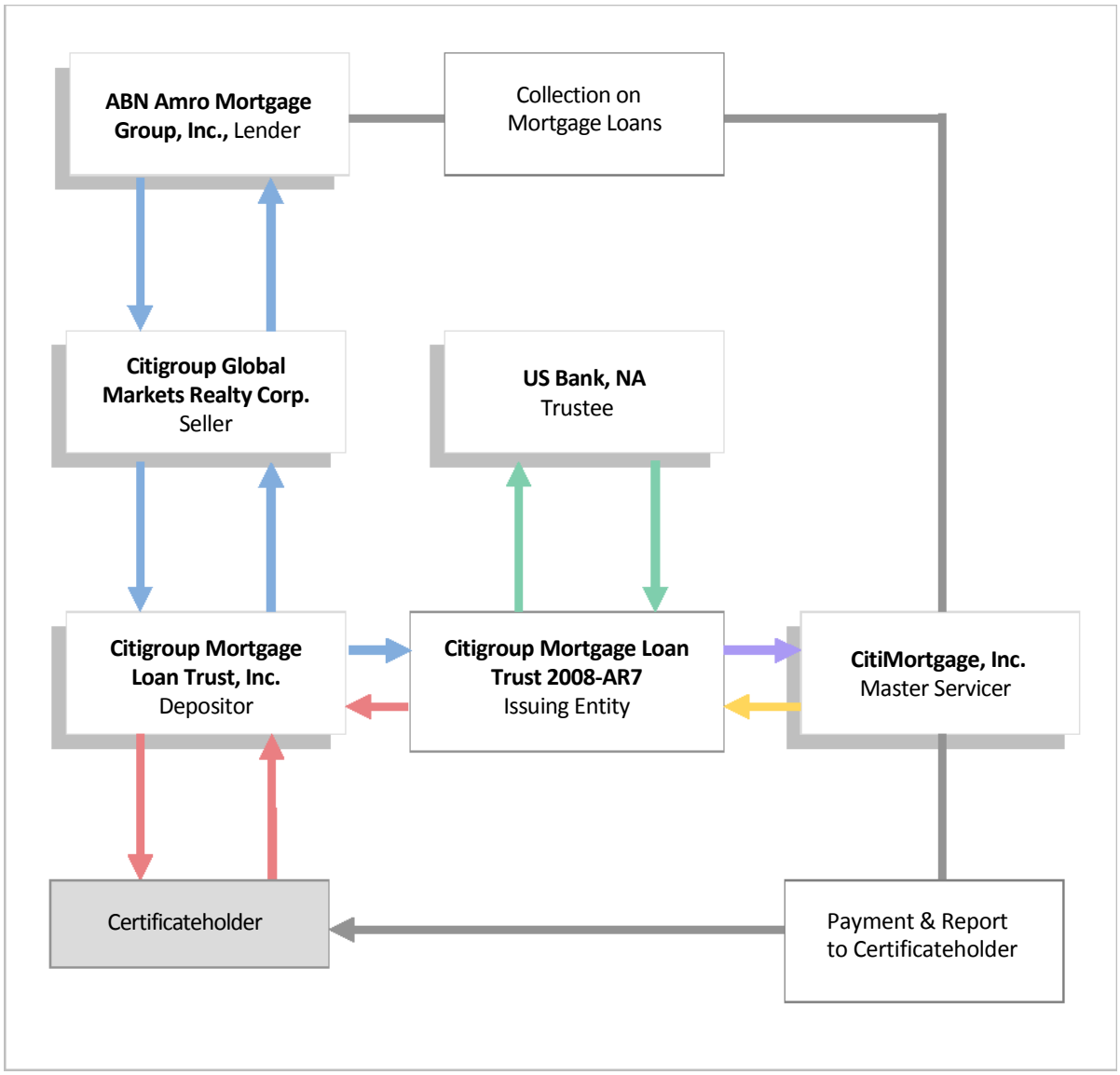


Diagram Explained:

7. The foregoing diagram is not intended to show any difference between the typical flow of transactions and the actual, as I have noted in the review of the documents presented. The latter is presented in the section titled "How the Parties Changed the Process of Securitization Trust" which is the subject of the succeeding section.

How the Parties Changed the Process of Securitization Trust

8. The loan that is the subject of this securitization audit was granted on March 30, 2008. The note names ABN Amro Mortgage, Inc. as the originating lender. It is an adjustable rate note with a term of 30 years to mature on April 1, 2037.
9. The Mortgage was executed on the same date. The originating lender is the mortgagee. This instrument secures the debt of the borrower to the lender, including interest. The mortgaged property is located at 10785 Harbor Bay Drive, Fortville, Indiana 46070.
10. An Annual Escrow Account Disclosure Statement dated July 13, 2009 discloses that the subject loan is serviced by Bank of America, NA, successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, L
11. ABN Amro Mortgage Group, Inc. securitized its home mortgage loans into trusts that were established by CitiMortgage, Inc. and its affiliates. ABN Amro Mortgage Group, Inc., then a subsidiary of La Salle Bank, NA, was acquired by CitiMortgage, Inc. in 2008. For its part, La Salle Bank, NA was acquired by Bank of America, NA in 2008.
12. The examiner infers that ABN Amro Mortgage, Inc. securitized the subject loan into a trust that was established by CitiMortgage, Inc. and its affiliates wherein Countrywide Home Loans Servicing, LP was one of the servicers.
13. A search of the filings with the Securities and Exchange Commission for securitization trusts that were established by CitiMortgage, Inc. and its affiliates in the year 2008 indicates that the trust into which the subject loan was securitized, identifies the Citigroup Mortgage Loan Trust 2008-AR7.
14. Citigroup Mortgage Loan Trust 2008-AR7 was established under a Pooling and Servicing Agreement dated May 1, 2008. The parties are Citigroup Mortgage Loan Trust, Inc. as depositor, CitiMortgage, Inc. as master servicer and trust administrator, Citibank, NA as paying agent, certificate registrar, and authenticating agent, and US Bank, NA as trustee.
15. The following table shows the transactions which resulted in the separation of the Promissory Note and the Security Deed:

The Chain of Title and the Foreclosure Process

Date	Promissory Note	Mortgage
March 30, 2008	Loan Granting ABN Amro Mortgage Group, Inc. Originating Lender	Execution of the Deed ABN Amro Mortgage Group, Inc. Originating Lender and Mortgagee
May 31, 2008	Sale, Securitization Citigroup Global Markets Realty Corp., Seller, Citigroup Mortgage Loan Trust 2008-AR7	
May 31, 2008	Simultaneous Sale, Securitization Citigroup Mortgage Loan Trust, Inc. Depositor, Citigroup Mortgage Loan Trust 2008-AR7	
May 31, 2008	Endorsement, Securitization US Bank, NA, Trustee, Citigroup Mortgage Loan Trust 2008-AR7	

16. Bank of America N.A., is identified as successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP. Accordingly, since Bank of America N.A. would have assumed the appointed responsibilities as Servicer for this Trust. Pursuant to the Annual Report 10-K as identified in the Trust, in particular The Servicer Compliance Statement referencing the Citigroup Mortgage Loan Trust 2008-AR7, reinforces that Bank of America N.A., would have no ability to foreclose on the property pursuant to the Pooling and Servicing Agreement.

17. If Bank of America N.A. is acting as "owner holder, "it would be without Authority, it is important to understand the structure of the master servicer's role in a (REMIC) Trust. As the names suggest the servicer servicers the loans and has the responsibility of making sure that all of the funds received for the trust are properly disbursed to the investors (bond holders) and all other parties who have a financial interest in the securitized structure.

18. The PSA clearly describes and delineates the manner and order in which Notes and Mortgages ("Mortgage Loans") as defined by the PSA in Section 1.01, are to be conveyed which is thoroughly outlined in Section 2.01 of the PSA and more detailed below in my affidavit.

SECTION 2.01.Conveyance of the Mortgage Loans.

http://www.secinfo.com/dqTm6.u278.c.htm#1stPage

- ***"The Depositor, concurrently with the execution and delivery hereof, does hereby transfer, assign, set over and otherwise convey to the Trustee, on behalf of the Trust, without recourse, for the benefit of the Certificate-holders, all the right, title and interest of the Depositor, including any security interest therein for the benefit of the Depositor, in and to the Mortgage Loans identified on the Mortgage Loan Schedule, the rights of the Depositor under the Mortgage Loan Purchase Agreement (including, without limitation the right to enforce the obligations of the other parties thereto thereunder), and all other assets included or to be included in REMIC I. Such assignment includes all interest and principal received by the Depositor, the Servicer and the Interim Servicer on or with respect to the Mortgage Loans (other than payments of principal and interest due on such Mortgage Loans on or before the Cut-off Date). The Depositor herewith delivers to the Trustee and the Servicer an executed copy of the Mortgage Loan Purchase Agreement."***

- ***"In connection with such transfer and assignment, the Depositor does hereby deliver to, and deposit with the Custodian pursuant to the Custodial Agreement the documents with respect to each Mortgage Loan as described under Section 2 of the Custodial Agreement (the "Mortgage Loan Documents"). In connection with such delivery and as further described in the Custodial Agreement, the Custodian will be required to review such Mortgage Loan Documents and deliver to the Trustee, the Depositor, the Servicer and the Seller certifications (in the forms attached to the Custodial Agreement) with respect to such review with exceptions noted thereon. In addition, under the Custodial Agreement the Depositor will be required to cure certain defects with respect to the Mortgage Loan Documents for the related Mortgage Loans***

after the delivery thereof by the Depositor to the Custodian as more particularly set forth therein."

- ***"The Depositor shall deliver or cause the related Originator to deliver to the Servicer copies of all trailing documents required to be included in the Mortgage File at the same time the originals or certified copies thereof are delivered to the Trustee or Custodian, such documents including the mortgagee policy of title insurance and any Mortgage Loan Documents upon return from the recording office. The Servicer shall not be responsible for any custodian fees or other costs incurred in obtaining such documents and the Depositor shall cause the Servicer to be reimbursed for any such costs the Servicer may incur in connection with performing its obligations under this Agreement."***

SECTION 2.02.Acceptance of REMIC I by Trustee.

http://www.secinfo.com/dqTm6.u278.c.htm#1stPage

- ***"The Trustee acknowledges receipt, subject to the provisions of Section 2.01 hereof and Section 2 of the Custodial Agreement, of the Mortgage Loan Documents and all other assets included in the definition of "REMIC I" under clauses (i), (iii), (iv) and (v) (to the extent of amounts deposited into the Distribution Account) and declares that it holds (or the Custodian on its behalf holds) and will hold such documents and the other documents delivered to it constituting a Mortgage Loan Document, and that it holds (or the Custodian on its behalf holds) or will hold all such assets and such other assets included in the definition of "REMIC I" in trust for the exclusive use and benefit of all present and future Certificate-holders."***

SECTION 2.07 Conveyance of the REMIC I.

http://www.secinfo.com/dqTm6.u278.c.htm#1stPage

- ***"The Depositor, concurrently with the execution and delivery hereof, does hereby transfer, assign, set over and otherwise convey to the Trustee, without recourse all the right, title and interest of the Depositor in and to the REMIC I Regular Interests for the benefit of the Class R-II Interest and REMIC II (as holder of the REMIC I Regular Interests). The Trustee acknowledges receipt of the REMIC I Regular Interests and declares that it holds and will hold the same in trust for the exclusive use and benefit of all present and future Holders of the Class R-II Interest and REMIC II (as holder of the REMIC I Regular Interests). The rights of the Holder of the Class R-II Interest and REMIC II (as holder of the REMIC I Regular Interests) to receive distributions from the proceeds of REMIC II in respect of the Class R-II Interest and Regular Certificate, respectively, and all ownership interests evidenced or constituted by the Class R-II Interest and the Regular Certificates, shall be as set forth in this Agreement. The Class R-II Interest and the Regular Certificates shall constitute the entire beneficial ownership interest in REMIC II."***

19. The Pooling and Servicing Agreement and the Underwriting Agreement for this trust are crystal clear. No mortgage loan in this trust could be conveyed by any entity other than the Depositor, Citigroup Mortgage Loan Trust, Inc. and no later than May 31, 2008, since the PSA specifically requires all parties to strictly adhere to Internal Revenue Code (the "IRC"), Section 860 provisions.

20. The depositor was under agreement to purchase all mortgage loans for this Trust from the sponsor to originator CitiMortgage, Inc. So, if the trust, or a servicer, or a trustee, acting on behalf of the trust, is found to have violated the very strict REMIC guidelines (put in place in order to qualify as a REMIC), the "pass through" tax status of the REMIC can be revoked.

21. According to Section 860 of the Internal Revenue Code, in order for an investment entity to qualify as REMIC, all steps in the "contribution" and transfer process (of the notes) must be true and complete sales between the parties and must be accomplished within the three month time limit from the date of "startup" of the entity. Therefore, every transfer of the note(s) must be a true purchase and sale, and, consequently the note must be endorsed from one entity to another. Any mortgage note/asset identified for inclusion in an entity seeking REMIC status must be sold into the entity within the three-month time period calculated from the official startup day of the REMIC (i.e., closing date of the trust). Any procedural defect relating to endorsement, notarization, assignment of rights, and recordation renders foreclosure action on the loan asset on behalf of the REMIC vulnerable to stay of foreclosure, and possible dismissal through absence of proper standing to proceed.

22. The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulation of the SEC; hence, the requirements for filings of the registration statements, pooling and servicing agreement forms. Once securitized, this would indicate the deed of trust was transferred concurrently with the purported legal transfer of the note, such that the deed of trust have irrevocably separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of evidence rules 901 & 902).

Standing in a Mortgage Default

23. With securitization the mortgage is converted into something different from what was originally represented to the mortgagor/homeowner. For one thing, since the party (or parties) taking action to foreclose does not actually hold any legal or equitable interest in any securitized mortgage, they have not realized any loss or damages resulting from the purported default. Therefore, it also follows that the foreclosing party avoids the liability, which could result if a class of certificate holders claimed wrongful injury resulting from a modification made to achieve an alternate dispute resolution.

24. Securitization also makes the deed and note unalienable. The reason is simple; once certificates have been issued, the note cannot be transferred, sold or conveyed; at least not in the sense that such a transfer, sale, or conveyance should be considered lawful, legal, and legitimate. This is because the securitized note forever hangs the nature of that instrument in an irreversible manner.

25. The certificate holders are, in no sense, holders of any specific individual note and have no legal interest in any specific individual note. The certificate holders do not each hold undivided fractional interests in a note, which added together, total 100%. The certificate holders also are not the assignees of one or more specific installment payments made pursuant to the note.
26. For the certificate holder, there is no note. A certificate holder does not look to a specific note for their investment's income payment. Instead, the certificate holder holds a security to a bond with specific defined payments. The issuer of trust certificates is selling segments of cash flow.
27. The procedure for selling of the loans was to create a situation whereby certain REMIC tax laws were observed, and whereby the Issuing Entity and the Lender would be protected from issues regarding either entity going into bankruptcy. For the Mortgage Backed Securities(MBS) Trust to acquire this protection from lender and Issuer bankruptcy, two "True Sales" of the loan had to occur, when loans were transferred to different entities, a "True Sale" of the loan would be a circumstance whereby one party owned the note, and then sold it to another party. An offer would be made, and then accepted, with compensation given to the "seller" in return for the note. The notes would be transferred, and the security instruments (mortgages or deeds of trust) "assigned to the buyers" of the note, with an Assignment made every step of the way, and each note endorsed to the next party.

Framework for Analysis

In rendering my opinion(s), I am relying on the following facts and factual legal assumptions:

28. The documents which were filed in this case that were located by me on EDGAR, the Electronic Data Gathering, Analysis, and Retrieval system, which perform automated collection, validation, indexing, acceptance, and forwarding of submissions by companies and others who are required by law to file forms with the U.S. Securities and Exchange Commission (SEC).
29. The operative and governing document of this Trust is the Pooling and Servicing Agreement dated May 1, 2008, and which was filed with the SEC. This document was located by me and holds the authority over the subject loan.
30. According to the Prospectus Supplement, filed with the Securities and Exchange Commission (the "SEC), the issuing Entity (ie. the "Trust") is a New York common law trust established pursuant to the Pooling and Servicing Agreement dated May 1, 2008.
31. US Bank, NA is the Trustee. The Trust and the Trustee are governed by the Laws of the State of New York as it relates to the governance of the trust by the trustee and the activities of the trust.

32. New York Trust law says every sale, conveyance or other act of the trustee in contravention of the trust is void. “NY CLS EPTL § 7-2.4, Application of Muratori, 183 Misc. 967, 970 (N.Y. Sup. Ct. 1944) See also Dye v Lewis 67 Misc 2d 426, 324 NYS2d 172 (1971), mod on other grounds 39 App Div 2d 828, 332 NYS2d 968 (1972, 4th Dept). (The authority of an agent of trust to whom a mortgage had been delivered under a trust indenture was subject to any limitations imposed by the trust instrument, and every act in contravention of the trust was void).

33. In several different sections of the PSA, the trust elected to be treated as a Real Estate Mortgage Investment Conduit (a “REMIC”) pursuant to the provisions and regulations of a REMIC found at 26 U.S.C. §§ 860A-F; Internal Revenue Code (the “Code”), Section 860. Election by the trust to be treated as one or more REMIC’s imposes strict and absolute requirements regarding transfers of assets (ie. mortgage loans or notes) to the trust and IRC Section 860 outlines and governs these strict requirements.

34. The subject mortgage loan is a closed-end, which means it is a federally-related mortgage loan transaction and is therefore covered under and regulated by;

- ***The Truth in Lending Act, 15 U.S.C. §§ 1601 et seq. (“TILA”), and its implementing regulations at 12 C.F.R. § 226 et seq. (“Reg. Z”);***
- ***The Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 et. seq. (ECOA), and its implementing regulations at 12 C.F.R. § 202 et seq. (“Reg. B”);***
- ***The Real Estate Settlement Procedures Act, 12 U.S.C §§ 2601 et. seq. (“RESPA”) and its implementing regulations at 24 C.F.R. § 3500 et seq.(“Reg. X”).***

Statement of Case and Facts

35. On March 30, 2008, John Doe & Sherry Doe consummated and ratified the subject mortgage loan by executing a Promissory Note and Mortgage in favor of the Lender, ABN Amro Mortgage Group, Inc. The Mortgage securing the Note was executed on the same date. The Originating lender was the Mortgagee.

36. According to the PSA, The Startup Day for this Trust was elected to be the same date as the Closing Date which was on or about: May 31, 2008.

37. According to Internal Revenue Code, Section 860G, all of a REMIC’s loans must be acquired on the startup day of the REMIC or within three months thereafter. Any contribution of an asset (other than cash) that is contributed to the REMIC after the Startup Day (or within the allowable 90 day window) is deemed an “unqualified or prohibited contribution” and can cause the entire REMIC Trust to lose its tax-free status which would be catastrophic to the Trust (and all the individual beneficiaries, shareholders or Certificate holders) because the Trust cash flow would be subjected to double-taxation or at a minimum, the prohibited transaction is taxed at 100% to the Trust.

38. For this reason, all parties serving as agents for the trust must strictly adhere to the guidelines and conveyance clauses specifically delineated in the PSA lest the trust lose its special REMIC tax status which would result in double taxation on all trust income, or, at the very least, subject the Trust to a 100% tax on any and all prohibited transactions.

39. The PSA governing certain activities of the trustee, specifically the trustee, shall not consent to partial releases of mortgages, alterations, removal, demolition or division of properties subject to mortgages, modification or second mortgage subordination agreements with respect to any mortgage loan that would: affect adversely the status of any Trust REMIC as a REMIC, cause any Trust REMIC to be subject to a tax on "prohibited transactions" or "contributions" pursuant to the REMIC Provisions, or both affect an exchange or reissuance of such mortgage loan under the Code (or Treasury regulations promulgated thereunder) and cause any Trust REMIC constituting part of the Trust Fund to fail to qualify as a REMIC under the Code or the imposition of any tax on "prohibited transactions" or "contributions" after the Startup Day under the REMIC Provisions."

40. The PSA specifically and absolutely dictates that all Mortgage Loans selected for inclusion into this specific Trust MUST be conveyed to the Trustee without recourse by the DEPOSITOR through a true purchase and sale conveyance.

41. The Depositor in the securitization chain must purchase the mortgage loans from the Seller, which means in the instant case; Citigroup Mortgage Loan Trust, Inc., the (Depositor) would have purchased the subject mortgage loan from Citigroup Global Markets Realty Corp. Seller and then Depositor would have conveyed all rights, title and interest in the subject mortgage loan to US Bank, N.A., (Trustee) for the benefit of the Certificateholders of the Trust.

42. Accordingly, the Promissory Note should have been endorsed by ABN Amro Mortgage Group, Inc., the originating lender and the seller, to Citigroup Mortgage Loan Trust, Inc., the depositor. The depositor should have endorsed the note to US Bank, N.A., the trustee.

43. Pursuant to the PSA;" http://www.secinfo.com/dqTm6.u278.c.htm#1stPage

 The "Purchaser will transfer, assign, set over and otherwise convey to the Trustee without recourse for the benefit of the Certificate-holders, all the right, title and interest of the Purchaser in and to the Mortgage Loans, together with its rights under this Agreement".

- ***"The Seller does hereby sell, transfer, assign, set over and convey to the Purchaser, without recourse, but subject to the terms of this Agreement, all of its right, title and interest in, to and under the Mortgage Loans. The contents of each Mortgage File related to a Mortgage Loan not delivered to the Purchaser or to any assignee, transferee or designee of the Purchaser on or prior to the Closing Date are and shall be held in trust by the Seller for the benefit of the Purchaser or any assignee,***

  transferee or designee of the Purchaser and promptly transferred to the Trustee Upon the sale of the Mortgage Loans, the ownership of each related Mortgage Note, the related Mortgage and the other contents of the related Mortgage File shall be vested in the Purchaser and the ownership of all records and documents with respect to the related Mortgage Loan prepared by or that come into the possession of the Seller on or after the Closing Date shall immediately vest in the Purchaser and shall be delivered promptly to the Purchaser or as otherwise directed by the Purchaser;"

- ***"the Seller will, on or prior to the Closing Date deliver or cause to be delivered to the Purchaser, the Trustee or their designee each of the following documents for each Mortgage Loan, the original Mortgage Note, endorsed in blank or in the following form. "Pay to the order US Bank, NA, as Trustee, under the applicable agreement, without recourse," with all prior and intervening endorsements, showing a complete chain of endorsement from the originator to the Person so endorsing to the Trustee or (in the case of not more than 1.00% of the Mortgage Loans, by aggregate principal balance as of the Cut-off Date) a copy of such original Mortgage Note with an accompanying Lost Note Affidavit executed by the Seller;"***

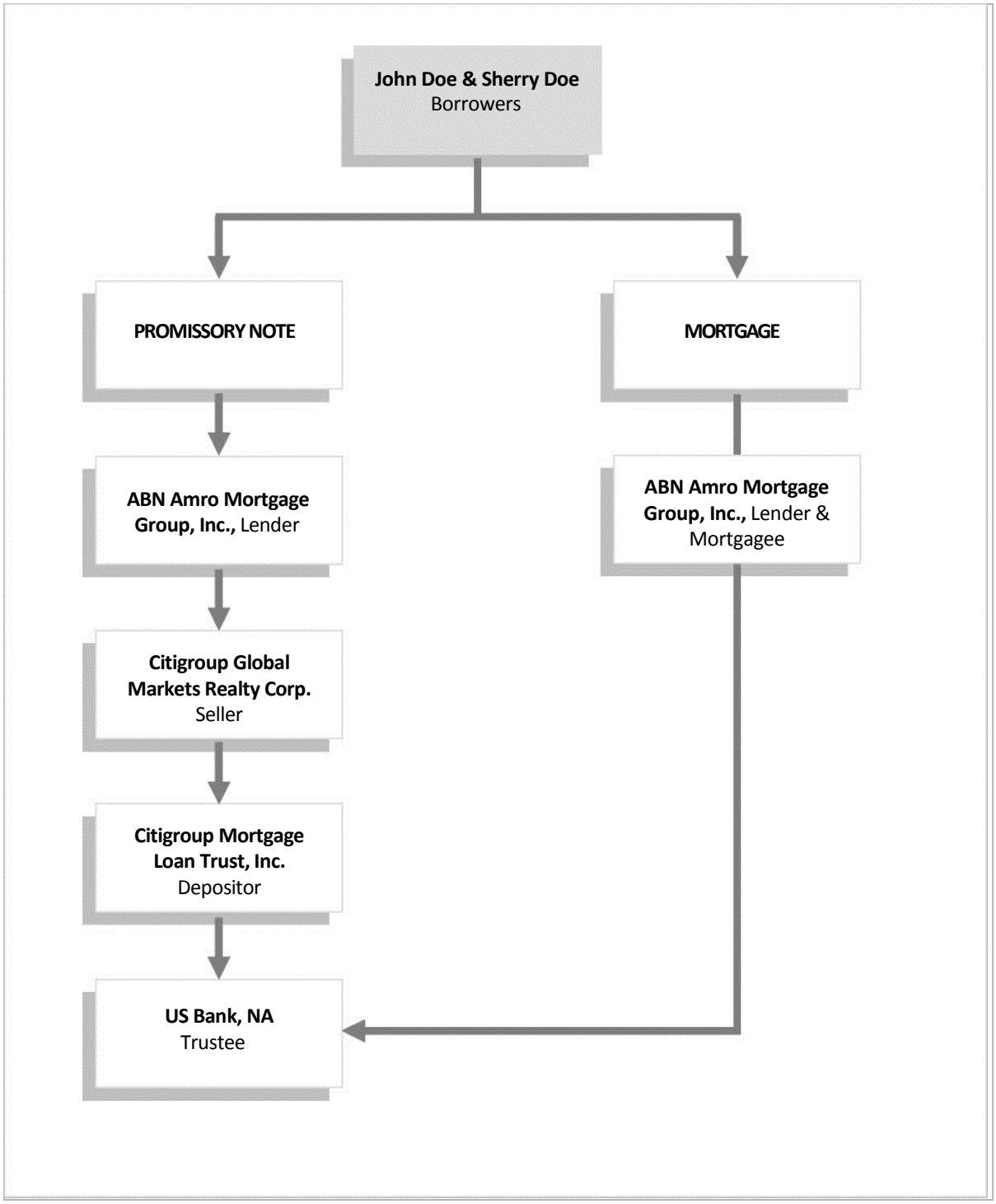
- ***"the original Mortgage with evidence of recording thereon, and a copy, certified by the appropriate recording office, of the recorded power of attorney, if the Mortgage was executed pursuant to a power of attorney, with evidence of recording thereon an original Assignment in blank; the original recorded Assignment or Assignments showing a complete chain of assignment from the originator to the Person assigning the Mortgage to the Trustee or in blank;"***

44. Simply put, the PSA allows for absolutely no other form, method or chain of conveyance of mortgage loans to the Trust.

45. It is important to note again that New York Trust law says every sale, conveyance or other act of the trustee in contravention of the trust is void. "NY CLS EPTL § 7- 2.4, Application of Muratori, 183 Misc. 967, 970 (N.Y. Sup. Ct. 1944) See also Dye v Lewis 67 Misc 2d 426, 324 NYS2d 172 (1971), mod on other grounds 39 App Div 2d 828, 332 NYS2d 968 (1972, 4th Dept). (The authority of a trustee to whom a mortgage had been delivered under a trust indenture was subject to any limitations imposed by the trust instrument, and every act in contravention of the trust was void.)

46. As stated, Bank of America N.A. relies on a "owner holder" status as a servicer. When the servicer obtains the note at the originating phase of the securitization process, it unlawfully remains in possession when failed to convey the note pursuant to trust law. The actual Holder of the note should be in possession of the custodian for the trust. However, it is important to understand that the trust (investors) remains the owner of the note.

A Diagram on this Securitization



The Examiner's Findings of Securitization Audit

The foregoing transactions are more fully described as follows:

47. The original Mortgage was executed on March 30, 2008. The lender and mortgagee is ABN Amro Mortgage Group, Inc.
48. The Trust agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject trust and the PSA are governed under the law. In view of the foregoing, all assignments executed filed after the Trust's Closing Date would be a void act for the reason that it violated the express terms of the trust instrument.
49. The loan that is the subject of this securitization appears to have been securitized into Citigroup Mortgage Loan Trust 2008-AR7. The trust existed and operated according to its purpose as shown by the certificates it issued bearing their respective CUSIP Numbers, the Statement of Compliance by its servicer, and the Notice of Suspension of Duty to File Reports that was executed by its trustee.
50. The Trust is also described in a "Prospectus Supplement," also available on the SEC website. The Trust by its terms set a "Closing Date" on or about May 31, 2008. The promissory note in this case became trust property in compliance with the requirement set forth in the PSA.
51. The obligation and the security are commonly drafted as separate documents – typically a promissory note and a deed of trust. If the creditor transfers the note but not the deed of trust, the transferee receives a secured note; the security follows the note, legally if not physically.
52. It is important to understand the difference between the (Deed of Trust), the Note, and the Mortgage. Depending on whether you live in a non-judicial or judicial state, the Deed of Trust is used in a non-judicial and a Mortgage is used in a judicial state. So in this case, since Indiana is a judicial state, the documents that would be pertinent would be the Note and the Mortgage. In this instant case, the securitization would have resulted in the separation of the Promissory Note and the Mortgage. As a result, there is no basis to foreclose on the property that was mortgaged to secure the note on this loan.
53. Indeed, in the event that a mortgage loan somehow separates interests of the Note and the Mortgage, with the deed of trust lying with some independent entity, the mortgage shall become unenforceable. The practical effect of splitting the Mortgage from the promissory note is to make it impossible for the entity claiming to be holder of the note to foreclose, unless the holder of the Mortgage is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The same rule applies for the entity

holding only the Mortgage will never experience default because only the owner of the note is entitled to payment of the underlying obligation. The mortgage loan becomes ineffectual when the note holder did not also hold the Mortgage.

54. Generally, if the Mortgage and the note are not together with the same entity, there can be no legal enforcement of the note. The Mortgage enforces the note and provides the capability for the lender to foreclose on the property. Thus, if the Mortgage and the Note are separated, foreclosure legally cannot occur.

55. The note cannot be enforced by the Mortgage if each contains a different mortgagee/beneficiary; and, since the Mortgage is not itself a legally enforceable instrument, there can be no valid foreclosure on the homeowner's property.

56. No entity can be a Creditor if they do not hold/own the asset in question (i.e. the Note and/or the Property); a Mortgage Pass-Through Trust (i.e. REMIC as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §850-862) cannot hold assets, for if they do, their tax-exempt status is violated and the trust itself is void ab initio. Therefore, either the trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.

57. Further said, once the note was converted into a stock, or stock equivalent, it is no longer a note. If both the note and the stock, or stock equivalent, exist at the same time, that is known as double-dipping. Double-dipping is a form of securities fraud.

58. The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulations of the SEC; hence, the requirements for the filings of the registration statements, pooling and service agreements, form Citigroup Mortgage Loan Trust 2008-AR7, etc. There is no evidence on record to indicate that the Mortgage was ever transferred concurrently with the purported legal transfer of the note, such that the Mortgage and note has been irrevocably separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of Evidence Rules 901 & 902)

59. Once a loan has been securitized, which the aforementioned loan has been, it forever loses its security component (i.e., the deed of trust), and the right to foreclose through the deed of trust/mortgage is forever lost.

60. Careful review and examination reveals that this was a securitized loan. The Assignment of the Note pretended to be an A to D transaction when in fact Bank of America N.A., did not disclosed that the A to B, B to C, and C to D facts of true sales. They also have not disclosed that the legal SEC filings; the true original loan Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by on or about May 31, 2008. Because it was not, the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established at law by agreement. Therefore, there is no ability to foreclose on the property until the Note and the Mortgage are re-united.

61. Finally, I have discovered that the most common issues result when the parties involved in the creation of a mortgage securitization failed to take the steps

necessary to convey the loans to the legal entity, a trust, which was set up to hold them. In that, there is substantial evidence in this case that the note was not conveyed to the trust as stipulated.

62. As I have discussed, the pooling and servicing agreement, which governs who does what when in a mortgage securitization, requires the note (the borrower IOU) to be endorsed (just like a check, signed by one party over to the next), showing the full chain of title.

63. The minimum conveyance chain in recent vintage transactions is A (originator) => B (sponsor) => C (depositor) => D (trust). The proper conveyance of the note is crucial, since the mortgage, which is the lien, is a mere accessory to the note and can be enforced only by the proper note holder (the legalese is "real party of interest"). The investors in the mortgage securitization relied upon certifications by the trustee for the trust at and post-closing that the trust did indeed have the assets that the investors were told it possessed. It isn't simply that the notes had to go through a particular chain of parties to get to the trust. All these steps had to be accomplished by a particular date, which was generally no later than ninety days after the trust closed. And all the assets conveyed to the trust had to be "performing", meaning the borrower was current on his payments.

64. The findings of this report are being provided with the understanding that I am not providing legal advice, nor do I have any relationship, contractual or otherwise, with anyone other than the recipients that provided the documentation to be audited. I supply this report as written testimony and am available if called for testimony.

Notes on MERS

1. According to the Deed of Trust, the lender on this loan is ABN Mortgage and the beneficiary is Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for the lender. The Promissory Note also states that the lender is Realty Mortgage, LLC but does not name Mortgage Electronic Registration Systems, Inc. as a party in any capacity whatsoever.

2. There are provisions in the Mortgage that states that (a) "MERS is nominee for the lender," and (b) "MERS is the beneficiary under this Security Instrument." The first statement means that MERS is only an agent for the lender while the second means that MERS is a principal in this instrument.

   These statements contradict a law that presupposes that an agent and its principal must be two different persons or entities (Restatement of the Law – Agency, Section 1.01, Agency, defined).

3. A beneficiary is defined as "any person or entity who is to receive assets or profits from an estate, a trust, an insurance policy, or any instrument in which there is distribution."

   An inquiry on the website of MERS discloses that the loan is serviced by US Bank, NA. It is the servicer who receives payments on the loan on behalf of the lender. From this viewpoint, it is clear that US Bank, NA is acting as the servicer for the lender and not for MERS.

Notes on MERS Continued

Screenshots of the results of our MERS inquiry are provided herein.

1. MERS Servicer Information

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000212-6800342210-8 Note Date: 08/18/2010 MIN Status: Inactive

Servicer: U.S. Bank N.A. Phone: (800) 365-5001
Owensboro, KY

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Allonge Definition Page

Allonge [ə-lÄ nj, a-lȯzh] n

[French, literally, something that lengthens, from Old French *alonge*, from *alongier* to make long, ultimately from Latin *longus* long]

: a paper attached to an instrument to provide space for additional endorsements

: rider *NOTE: Under Uniform Commercial Code section 3-202(2), an allonge must be so firmly affixed to the instrument that it becomes part of it in order for the endorsements to be valid. Endorsements on an allonge are often considered invalid if there is still room on the instrument for endorsements.*

New

Jersey New

York

"An "allonge" is defined as "[a] slip of paper sometimes attached to a negotiable instrument for the purpose of receiving further endorsements when the original paper is filled with endorsements." Black's Law Dictionary (8th ed. 2004)."

Cases Involving Allonge

SCR Joint Venture, L.P. v. Warshawsky, 06 CV 3532 (ADS)(MLO), UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, 2008 U.S. Dist. LEXIS 98643, June 6, 2008, Decided, June 6, 2008, Filed, Reconsideration denied by SCR Joint Venture, L.P. v. Warshawsky, 2008 U.S. Dist. LEXIS 98646 (E.D.N.Y., Aug. 17, 2008)Affirmed by, in part, Vacated by, in part, Remanded by SCR Joint Venture L.P. v. Warshawsky, 559 F.3d 133, 2009 U.S. App. LEXIS 5159 (2d Cir. N.Y., 2009)

Allonge defined and other cases

"The indorsement may be on the instrument itself, or it may be on "a paper affixed to the instrument." Id. Such a paper is called an "allonge", defined as "[a] slip of paper sometimes attached to a negotiable instrument for the purpose of receiving further indorsements when the original paper is filled with indorsements." See Black's Law Dictionary at 88 (9th Ed. 2009)." Kemp v. Countrywide Home Loans, Inc. (In re Kemp), Case No. 08-18700-JHW, Adversary No. 08- 2448, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY, 2010 Bankr. LEXIS 4085, November 16, 2010, Decided, November 16, 2010,

Cases Dismissed for Lack of Standing In NJ & NY

U.S. Bank v. Dellarmo (Standing-NY Sup.Ct.)(4/12)
"In a mortgage foreclosure action, a plaintiff has standing where it is both the holder or assignee of the subject mortgage and the holder or assignee of the underlying note at the time the action is commenced" (*Bank of N.Y. v Silverberg,* 86 AD3d 274, 279; *see Countrywide Home Loans, Inc. v Gress,* 68 AD3d 709). Where a defendant raises the issue of standing, the plaintiff must prove its standing to be entitled to relief (*see CitiMortgage, Inc. v Rosenthal,* 88 AD3d 759; *U.S. Bank, N.A. v Collymore,* 68 AD3d 752, 753). Moreover, while assignment of a promissory note also effectuates assignment of the mortgage (*see Bank of N.Y. Silverberg,* 86 AD3d at 280; *U.S. Bank, N.A. v Collymore,* 68 AD3d at 753-754; *Mortgage Elec. Registration Sys., Inc. v Coakley,*), the converse is not true: since a mortgage is merely security for a debt, it cannot exist independently of the debt, and thus, a transfer or assignment of only the mortgage without the debt is a nullity and no interest is acquired by it (*see Deutsche Bank Natl. Trust Co. v Barnett,* 88 AD3d 636; *Bank of N.Y. v Silverberg,* 86 AD3d at 280). The failure to record an assignment prior to the commencement of the action is not necessarily fatal since "an assignment of a note and mortgage need not be in writing and can be effectuated by physical delivery" (*Bank of N.Y. v Silverberg,* 86 AD3d at 280; *see Deutsche Bank Natl. Trust Co. v Barnett,* 88 AD3d 636; *U.S. Bank, N.A. v Collymore,* 68 AD3d at 754; *LaSalle Bank Natl. Assn. v Ahearn,* 59 AD3d 911, 912).

Wells Fargo v McNee(11/11) As the First Department held in Katz v. East-Ville Realty Co., (249 AD2d 243, 243), a "[p]laintiff's attempt to foreclose upon a mortgage in which he had no legal or equitable interest [is] without foundation in law or fact" (see Kluge v. Fugazy, 145 AD2d 537). Hence, Wells Fargo's attempt to foreclose upon the subject mortgage must be denied, the complaint dismissed, and McNee's cross-motion(s) to dismiss for lack of standing pursuant to CPLR 3211(a)(3) granted.

Downey v. Trujillo (8/11)(Schack) **Dismissed with prejudice**. Schack was angered after lawyer Margaret Carucci said in a sworn affidavit that a Downey Savings & Loan officer on Dec. 24, 2010 claimed to have personally reviewed and could vouch for the accuracy of the paperwork underlying Trujillo's foreclosure -- although Downey had long ceased to exist.

Deutsche Bank v. Mitchell(8/11) **Summary judgment reversed - sale vacated.** The assignment was not perfected until after the filing of the complaint, and plaintiff presented no evidence of having possessed the underlying note prior to filing the complaint. If plaintiff did not have the note when it filed the original complaint, it lacked standing to do so, and it could not obtain standing by filing an amended complaint.
We vacate the sheriff's sale, the final judgment and the order granting summary judgment and remand to the trial court.

Deutsche Bank v. Francis (**Dismissed With Prejudice**-Schack)(3/11): I discovered that there is no record of plaintiff DEUTSCHE BANK ever owning the subject mortgage and note. Therefore, with plaintiff DEUTSCHE BANK lacking standing, the instant action is dismissed with prejudice and the notice of pendency cancelled.
A want of "standing to sue," in other words, is just another way of saying that this particular plaintiff is not involved in a genuine controversy, and a simple syllogism takes us from there to a "jurisdictional" dismissal: (1) the courts have jurisdiction only over controversies; (2) a

plaintiff found to lack "standing" is not involved in a controversy; and (3) the courts therefore have no jurisdiction of the case when such a plaintiff purports to bring it.

Johnston v. HSBC** ((complaint), (extrinsic fraud, real party) (3/11)
Extrinsic Fraud: Because the fraud is extrinsic in nature, HSBC is precluded from raising the doctrine of-- res judicata --as a defense against this Courts obligation to verify first and foremost that the claimant has federal jurisdiction "real party in interest" status.
Real Party in interest: HSBC MORTGAGE CORP (USA) (hereinafter, "HSBC") does not qualify as a "real party of interest" pursuant to Rule 17 of the Federal Rules of Civil Procedure, which provides: "An action must be prosecuted in the name of the real party in interest." The purpose of this rule is to require that an action be brought "in the name of the party who possesses the substantive right being asserted under the applicable law...." 6A WRIGHT,MILLER & KANE, FEDERAL PRACTICE AND PROCEDURE: CIVIL 2d § 1541 (1990) ("WRIGHT").

ALE v. U.S. Bank (Expunge Mortgage and Assignment*)(1/11)

American Brokers Conduit v. ZAMALLOA - Judge SCHACK 11Sep2008

EMC Mortgage v. Wink - (1/07) MERS, which is not itself the owner and holder of the note and mortgage, does not have the authority to assign the ownership of the note and mortgage to plaintiff. Judgment of foreclosure and sale is denied

Countrywide Home Loans, Inc. v Taylor - Mayer, J., Supreme Court, Suffolk County / Sept. 2008

American Brokers Conduit v. ZAMALLOA - Judge SCHACK 28Jan2008

Aurora Loan Services v. MACPHERSON - Judge FARNETI 11Mar2008

Bank of New York v. SINGH - Judge KURTZ 14Dec2008

Bank of New York v. TORRES - Judge COSTELLO 11Mar2008

Bank of New York v. OROSCO - Judge SCHACK 19Nov2008

CitiMortgage Inc. v. BROWN - Judge FARNETI 13Mar2008

Countrywide Mortgage v. BERLIUK - Judge COSTELLO 13Mar2008

Deutsche Bank v. Barnes-Judgment Entry

Deutsche Bank v. Barnes-Withdrawal of Objections and Motion to

Dismiss **Deutsche Bank v. ALEMANY** Judge COSTELLO 07Jan2008

Deutsche Bank v. Benjamin CRUZ - JudgeKURTZ 21May2008

Deutsche Bank v. Yobanna CRUZ - Judge KURTZ 21May2008

Deutsche Bank v. CABAROY - Judge COSTELLO 02Apr2008

he Bank v. CASTELLANOS / 2008NYSlipOp50978U/- Judge SCHACK 11May2008

HE Bank v. CASTELLANOS/ 2008NYSlipOp50033U/ - Judge SCHACK

14Jan2008 **HSBC v. Valentin** - Judge SCHACK calls them liars and dismisses

WITH prejudice ** **Deutsche Bank v. CLOUDEN** / 2008NYSlipOp51767U/

Judge SCHACK 18Sep2008 **Deutsche Bank v. EZAGUI** - Judge SCHACK

21Dec2008 **Deutsche Bank v. GRANT** - Judge SCHACK 25Apr2008 **Deutsche**

Bank v. HARRIS - Judge SCHACK 05Feb2008

Deutsche Bank v. LaCrosse,Cede,DTC Complaint

Deutsche Bank v. NICHOLLS - Judge KURTZ 21May2008

Deutsche Bank v. RYAN - Judge KURTZ 29Jan2008

Deutsche Bank v. SAMPSON - Judge KURTZ 16Jan2008

Deutsche v. Marche - Order to Show Cause to VACATE Judgment of Foreclosure - 11June2009

GMAC Mortgage LLC v. MATTHEWS - Judge KURTZ 10Jan2008

GMAC Mortgage LLC v. SERAFINE - Judge COSTELLO 08Jan2008

HSBC Bank USA NA v. CIPRIANI Judge COSTELLO 08Jan2008

HSBC Bank USA NA v. JACK - Judge COSTELLO 02Apr2008

IndyMac Bank FSB v. RODNEY-ROSS - Judge KURTZ 15Jan2008

LaSalle Bank NA v. CHARLEUS - Judge KURTZ 03Jan2008

LaSalle Bank NA v. SMALLS - Judge KURTZ 03Jan2008 **PHH**

Mortgage Corp v. BARBER - Judge KURTZ 15Jan2008 **Property**

Asset Management v. HUAYTA 05Dec2008

Rivera, In Re

Services LLC v. SATTAR / 2008NYSlipOp51895U/ - Judge SCHACK

09Oct2008 **U.S. Bank NA v. AUGUSTE -** Judge KURTZ 27Nov2008

U.S. Bank v. Emmanuel - (Judge Schack May 2010) Dismissed with prejudice. “foreclosure of a mortgage may not be brought by one who has no title to it and absent transfer of the debt, the assignment of the mortgage is a nullity".

U.S. Bank NA v. GRANT - Judge KURTZ 14Dec2008

U.S. Bank NA v. ROUNDTREE - Judge BURKE 11Oct2008

U.S. Bank NA v. VILLARUEL - Judge KURTZ 01Feb2008

Wells Fargo Bank NA v. HAMPTON - Judge KURTZ 03Jan2008

Wells Fargo, Litton Loan v. Farmer WITH PREJUDICE Judge Schack June2008

Plaintiff has renewed its application for an order of reference for the subject premises, but the papers submitted fail to cure the defects enumerated in my prior decision and order. The purported plaintiff, WELLS FARGO, does not own the instant mortgage loan. Therefore, the instant matter is dismissed with prejudice.

- **Two invalid assignments** of the instant mortgage and note took place, with ARGENT assigning the note and mortgage to AMERIQUEST, and then AMERIQUEST assigning the note and mortgage to plaintiff WELLS FARGO. Both of these assignments were not recorded for more than fourteen months, until February 21, 2006, when they were both recorded at that same time.

Wells Fargo v. Reyes WITH PREJUDICE, Fraud on Court & Sanctions Judge Schack June2008
No defendant answered in this foreclosure action.
WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE AND CUSTODIAN FOR MORGAN STANLEY ABS CAPITAL1 INC., MSAC 2008-HE4, lacks standing and has never been the mortgagee in this foreclosure action, the instant complaint, Index No. 5516/08, is dismissed with prejudice; and it is further ORDERED, that the Notice of Pendency filed with the Kings County Clerk on February 21, 2008, by purported plaintiff, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE AND CUSTODIAN FOR MORGAN STANLEY ABS CAPITAL1 INC., MSAC 2008-HE4, in an action to foreclose a mortgage for real property located at 379 Lincoln Avenue, Brooklyn New York (Block 4173, Lot 6, County of Kings), is cancelled.

Deutsche Bank v. Peabody Judge Nolan (Regulation Z)

Indymac Bank,FSB v. Boyd - Schack J. January 2009

Indymac Bank, FSB v. Bethley - Schack, J. February 2009 (The tale of many hats)

Indymac Bank, v. Yano-Horoski -Judge Blasts Bank's Foreclosure Conduct and Cancels Mortgage.

LaSalle Bank Natl. Assn. v Ahearn - Appellate Division, Third Department (*Pro Se*)\

NEW JERSEY COURT DISMISSES FORECLOSURE FILED BY **DEUTSCHE BANK** FOR FAILURE TO PROVIDE DISCOVERY AS TO OWNER AND HOLDER OF NOTE, SECURITIZED TRUST DOCUMENTS, AND OTHER DOCUMENTS DEMANDED BY BORROWERS

HSBC Bank USA v Miller 2009 NY Slip Op 29444 / Decided on October 29, 2009 / Meddaugh, J.

Lasalle Bank v. Smith, MERS (Judge Schack - March 22, 2010)

Wells Fargo Bank, Americas Servicing Company, MERS v Hunte (Judge Schack, Apr.14, 2010/ Dismissed with prejudice, possible sanctions.) (The court "discovered that WELLS FARGO executed a satisfaction of the instant mortgage more than ten months ago." "The Court is gravely concerned that: it expended scarce resources on an action that should have been discontinued." “the Court, in its discretion may impose financial sanctions upon any party or attorney in a civil action or proceeding who engages in frivolous conduct.")

Chase v. Johnson (Judge Schack May 4, 2010) (**vacated judgment of foreclosure and sale with prejudice as plaintiff lacked standing.)**

OneWest Bank v. Cullen (Judge Zwack - March 3, 2010) **(The Court finds that OneWest has failed to establish it has standing and dismissed the complaint.)**

ARGENT v. Maitland (Aug. 2010) (Judge Schack) Plaintiff's counsel never notified the Court that the mortgage had been satisfied and failed to discontinue the instant action with prejudice. I discovered that the mortgage had been satisfied by personally searching the Automated City Register Information System (ACRIS) website of the Office of the City Register, New York City Department of Finance. AHMSI's President and Chief Executive Officer or its Executive Vice President, Chief Legal Officer and Secretary Jordan D. Dorchuck, Esq., its counsel, Melissa A. Sposato, Esq. and her firm, Jordan S. Katz, P.C., will be given an opportunity to be heard as to why this Court should not sanction them for making a "frivolous motion,"

MERS as Nominee for U.S. Bank v. Munoz - (ORDER TO SHOW CAUSE)
Mortgage Electronic Registration System as Nominee for **US Bank**, and any of its attorneys, agents, successors and assignees, be and are hereby restrained from implementing the closing of title on any third party sale of the premises and restrained from evicting the family from the premises.

LLP v. Sabine (8/2010) "the assignment produced by LPP is insufficient to demonstrate it has standing as (1) **MERS has no ownership rights in the note and thus cannot assign it**; (2) the language of the assignment of the mortgage does not evidence **an** intent to assign the underlying note, (3) the assignment arises out of a purchase agreement with an entity who is not a party to this action, and (4) the provision of mortgage document relied on by LPP does not give MERS the authority to assign the mortgage or the note.

Wells Fargo Bank, N.A. v Hughes (1/10) The terms of the proposed **modification agreement**, particularly but not exclusively the inclusion of an adjustable rate component, are unacceptable to this court. "The above matter is hereby **dismissed without prejudice**; and it is further ordered, that in the event Wells Fargo commences a new action in foreclosure with respect to this borrower and the premises at issue herein, no additional costs or attorney fees will be allowed, absent good cause shown.

***BACKFIRE!* Emigrant Mtge. Co. Inc. v Corcione:** (7/10) "**unconscionable, unreasonable [and] overreaching" mortgage agreement.** For all of the foregoing reasons, it is, therefore ordered, adjudged and decreed that plaintiff's application for summary judgment and appointment of a referee is denied; and it is further ordered, adjudged and decreed that plaintiff, its successors, assigns and others are forever barred, foreclosed and prohibited from demanding, collecting or attempting to collect, directly or indirectly, any and all of the sums in this proceeding delineated as interest, default interest, attorney's fees, legal fees, costs, disbursements, advances or any sums other than the principal balance, that may have accrued from May 1, 2008 up to the date of this order; and it is further ordered, adjudged and decreed that defendants recover judgment against plaintiff Emigrant Mortgage Co. Inc., in the principal sum of $100.000.00 as damages for what he said was an "**unconscionable, unreasonable [and] overreaching" mortgage agreement**.

Beneficial v. Steele*** (Judge Spinner)(Jan 7/11) An action claiming foreclosure of a mortgage is a suit in equity, Jamaica Savings Bank v. M.S. Investment Co. 274 NY 215 (1937), and the very commencement of the proceeding invokes the equity jurisdiction of the Supreme Court. Thus, in order to obtain equitable relief, the applicant must come before the Court with clean hands, else such relief will be denied. Thus, where a party comes before the Court and is shown to have acted in a manner which is offensive to good conscience, fairness and justice, that party will be completely without recourse in a court of equity, no matter what his legal rights may be, York v. Searles 97 AD 331 92nd Dept. 1904), aff'd 189 NY 573 (1907). Stated a bit differently, in order to obtain equity, one must do equity.

Here, it is irrefutable that Defendant SUSAN STEELE was not a party to the Loan Agreement and certainly did not execute the same. It is equally indubitable that Defendant STEPHEN STEELE did not execute the Loan Agreement that has been presented on this application. Nonetheless, Plaintiff has vigorously prosecuted this action, demanding foreclosure of the mortgage as well as money damages against both named Defendants. Under these circumstances, the Court is compelled to conduct a hearing to determine whether or not Plaintiff has proceeded in good faith and what sanction, if any should be imposed should the Court find a lack of good faith. (Id.)

Definitions

Beneficiary:
A beneficiary (also, in trust law, *cestui que use*) in the broadest sense is a natural person or other legal entity who receives money or other benefits from a benefactor. The beneficiaries of a trust are the persons with equitable ownership of the trust assets, although legal title is held by the trustee. The term can also be described as an "*inheritance*" used in the context for the party (heir or heiress) receiving the property related thereto. Beneficiaries in other contexts are known by other names: for example, the beneficiaries of a will are called *devisees* or *legatees* according to local custom.

Issuing Entity:
The issuing entity provides the securities for the investors which purchase the securities from the issuing entity.

Investor:
An **investor** is a party that makes an investment into one or more categories of assets --- equity, debt securities, real estate, currency, commodity, derivatives such as put and call options, etc. --- with the objective of making a profit.

Debtor:
Person or entity who is or has borrowed money from the lender or bank.

Loan Servicer:
A loan servicer is a public or private entity that collects, monitors and reports loan payments, handles property tax, insurance escrows and late payments, forecloses defaulted loans, and remits payments.

Custodian/Servicer:
Involved in the act of collecting the cash flows as well as disturbing them. Custodian also acts as a middle entity between the owners of the securities.
A **Custodian bank**, or simply **custodian**, is a specialized financial institution responsible for safeguarding a firm's or individual's financial assets and is not likely to engage in "traditional" commercial or consumer/retail banking such as mortgage or personal lending, branch banking, personal accounts, ATMs and so forth.

Lender:

The lender is the original entity whom originates the loan to the borrower or also known as the debtor.

A private, public or institutional entity which makes funds available to others to borrow.

Trustee

The trustee is an entity which manages the payments to the holders of the certificates also known as pass through certificates. The trustee basically works for the investors in addition to the trust itself, as a representative, representing them.

Trustee (or the holding of a **Trusteeship**) is a legal term which, in its broadest sense, can refer to any person who holds property, authority, or a position of trust or responsibility for the benefit of another.

Underwriter:

Is the firm which is on wall street who structures the deal. Typically it is a wall street investment firm. They provide the funds and capital to acquire the securities deal. The wall street investment firm who is involved in this transaction layers the deal together in a structured form.

Underwriting refers to the process that a large financial service provider (bank, insurer, investment house) uses to assess the eligibility of a customer to receive their products (equity capital, insurance, mortgage, or credit).

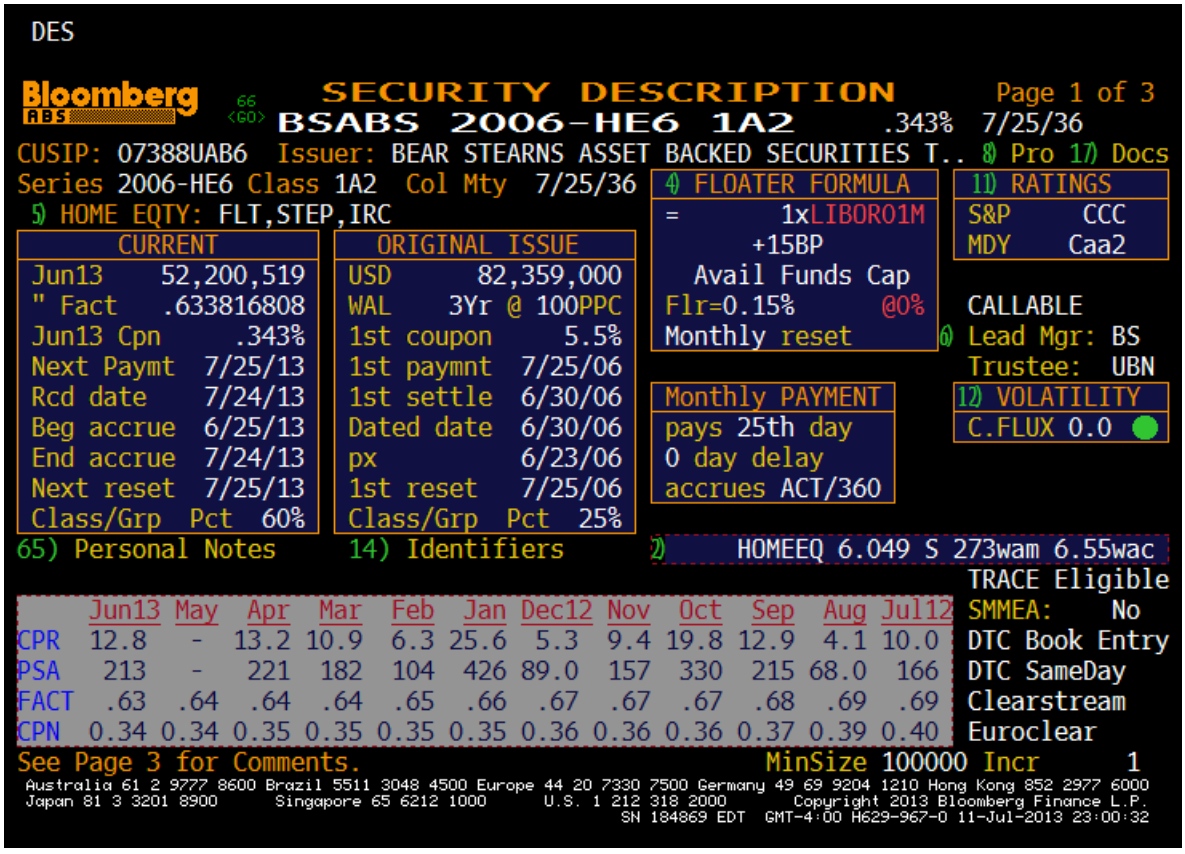
Sponsor:

Is the entity who purchases the loans direct from originators then packages them up into pools and moves forward with the selling of them to depositors.

The Underwriter:

The underwriter creates the securities and arranges to place the various tranches of securities (different classes of certificates) with investors. The underwriter then transfers the mortgage portfolio and securities to the issuer.

Financial Screenshots



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<Menu> for series list
99 Options
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View All Classes
BSABS 2006-HE6 BEAR STEARNS ASSET BACKED SECURITIES TRUST
38 Classes
Template Agency
CF Class Orig(000) Cpn OWAL Factor Cusip Description Group Des
1) Pd 1A1 154,837 0.274 1.00 0.0000 07388UAA8 FLT, IRC 1: MIX/G1
2) • 1A2 82,359 0.343 3.02 0.6338 07388UAB6 FLT, STEP, IRC 1: MIX/G1
3) • 1A3 12,008 0.433 9.11 1.0000 07388UAC4 FLT, STEP, IRC 1: MIX/G1
4) • 1M1 18,533 0.463 5.23 1.0000 07388UAD2 MEZ, FLT, STEP, IRC 1: MIX/G1
5) • 1M2 13,073 0.483 4.93 0.3182 07388UAE0 MEZ, FLT, STEP, IRC 1: MIX/G1
6) Pd 1M3 7,612 0.566 4.80 0.0000 07388UAF7 MEZ, FLT, STEP, IRC 1: MIX/G1
7) Pd 1M4 6,453 0.563 4.73 0.0000 07388UAG5 MEZ, FLT, STEP, IRC 1: MIX/G1
8) Pd 1M5 6,288 0.646 4.67 0.0000 07388UAH3 MEZ, FLT, STEP, IRC 1: MIX/G1
9) Pd 1M6 4,964 0.696 4.62 0.0000 07388UAJ9 MEZ, FLT, STEP, IRC 1: MIX/G1
10) Pd 1M7 4,302 1.135 4.56 0.0000 07388UAK6 MEZ, FLT, STEP, IRC 1: MIX/G1
11) Pd 1M8 2,482 1.624 4.52 0.0000 07388UAL4 MEZ, FLT, STEP, IRC 1: MIX/G1
12) Pd 1M9 4,302 2.439 4.45 0.0000 07388UAM2 MEZ, FLT, STEP, IRC 1: MIX/G1
13) Pd 1M10 4,964 5.759 0.00 0.0000 07388UBA7 MEZ, FLT, STEP, IRC 1: MIX/G1
14) Pd 1M11 3,806 4.972 0.00 0.0000 07388UBB5 MEZ, FLT, STEP, IRC 1: MIX/G1
15) 1R1 0 0.000 0.00 0.0000 07388UBC3 R 1: MIX/G1
16) 1R2 0 0.000 0.00 0.0000 07388UBD1 R 1: MIX/G1
17) 1R3 0 0.000 0.00 0.0000 07388UBE9 R 1: MIX/G1
18) 1RX 0 0.000 0.00 0.0000 07388UBG4 R 1: MIX/G1
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Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2013 Bloomberg Finance L.P.
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<Menu> for series list
99 Options
Page 2/2
View All Classes
BSABS 2006-HE6 BEAR STEARNS ASSET BACKED SECURITIES TRUST
38 Classes
Template Agency
CF Class Orig(000) Cpn OWAL Factor Cusip Description Group Des
1) Pd 1CE 0 0.000 0.00 0.0000 07388UB38 SUB 1: MIX/G1
2) Pd 2A1 101,198 0.291 1.00 0.0000 07388UAN0 FLT, STEP, IRC 2: MIX/G2
3) • 2A2 45,644 0.343 3.04 0.7877 07388UAP5 FLT, STEP, IRC 2: MIX/G2
4) • 2A3 5,879 0.433 9.75 1.0000 07388UAQ3 FLT, STEP, IRC 2: MIX/G2
5) • 2M1 14,246 0.493 5.48 1.0000 07388UAR1 MEZ, FLT, STEP, IRC 2: MIX/G2
6) • 2M2 9,113 0.513 5.04 0.0196 07388UAS9 MEZ, FLT, STEP, IRC 2: MIX/G2
7) Pd 2M3 4,714 0.595 4.90 0.0000 07388UAT7 MEZ, FLT, STEP, IRC 2: MIX/G2
8) Pd 2M4 4,295 0.631 4.83 0.0000 07388UAU4 MEZ, FLT, STEP, IRC 2: MIX/G2
9) Pd 2M5 3,876 0.656 4.76 0.0000 07388UAV2 MEZ, FLT, STEP, IRC 2: MIX/G2
10) Pd 2M6 3,456 0.765 4.71 0.0000 07388UAW0 MEZ, FLT, STEP, IRC 2: MIX/G2
11) Pd 2M7 3,352 1.422 4.64 0.0000 07388UAX8 MEZ, FLT, STEP, IRC 2: MIX/G2
12) Pd 2M8 2,199 1.539 4.60 0.0000 07388UAY6 MEZ, FLT, STEP, IRC 2: MIX/G2
13) Pd 2M9 2,304 3.445 4.52 0.0000 07388UA23 MEZ, FLT, STEP, IRC 2: MIX/G2
14) Pd 2M10 2,828 5.509 0.00 0.0000 07388UBK5 MEZ, FLT, STEP, IRC 2: MIX/G2
15) Pd 2M11 2,095 4.711 0.00 0.0000 07388UBL3 MEZ, FLT, STEP, IRC 2: MIX/G2
16) 2R1 0 0.000 0.00 0.0000 07388UBM1 R 2: MIX/G2
17) 2RX 0 0.000 0.00 0.0000 07388UBR0 R 2: MIX/G2
18) Pd 2P 0 0.000 0.00 0.0000 07388UBS8 SUB 2: MIX/G2
19) Pd 2CE 0 0.000 0.00 0.0000 07388UBT6 SUB 2: MIX/G2
Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2013 Bloomberg Finance L.P.
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95) Documents
Structured Finance Notes
21) Related Parties
22) Trigger Details
BSABS 2006-HE6
Underwriter
Lead Manager
Bear Stearns & Co Inc
Servicer
Master
EMC Mortgage Corp
Trustee
US Bank National Association
Paying Agent
Originator/Seller
Deal%
Asset Manager
Swap Counterparty
Wachovia Bank NA
Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000
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PROSPECTUS SUPPLEMENT
(To Base Prospectus dated December 18, 2006)

$1,096,352,000
(Approximate)

Bear Stearns Asset Backed Securities I Trust 2006-HE10
Issuing Entity

Asset-Backed Certificates, Series 2006-HE10

EMC Mortgage Corporation
Sponsor and Master Servicer

Bear Stearns Asset Backed Securities I LLC
Depositor

The issuing entity is offering the following classes of certificates pursuant to this prospectus supplement and the base prospectus:

Consider carefully the risk factors beginning on page S-21 in this prospectus supplement and on page 6 in the base prospectus.

The certificates represent obligations of the trust only and do not represent an interest in or obligation of Bear Stearns Asset Backed Securities I LLC, EMC Mortgage Corporation, LaSalle Bank National Association or any of their affiliates.

This prospectus supplement may be used to offer and sell the offered certificates only if accompanied by the base prospectus.

Class	Original Certificate Principal Balance	Pass-Through Rate	Class	Original Certificate Principal Balance	Pass-Through Rate
Class I-A-1	$ 147,515,000	(1)(2)	Class II-1A-1	$ 176,117,000	(1)(2)
Class I-A-2	$ 67,747,000	(1)(2)(3)	Class II-1A-2	$ 101,081,000	(1)(2)(4)
Class I-A-3	$ 11,213,000	(1)(2)(3)	Class II-1A-3	$ 20,339,000	(1)(2)(4)
Class I-M-1	$ 17,235,000	(1)(2)(3)	Class II-2A	$ 201,892,000	(1)(2)(4)
Class I-M-2	$ 19,813,000	(1)(2)(3)	Class II-3A	$ 132,221,000	(1)(2)(4)
Class I-M-3	$ 6,121,000	(1)(2)(3)	Class II-M-1	$ 43,161,000	(1)(2)(4)
Class I-M-4	$ 7,732,000	(1)(2)(3)	Class II-M-2	$ 29,466,000	(1)(2)(4)
Class I-M-5	$ 5,799,000	(1)(2)(3)	Class II-M-3	$ 16,601,000	(1)(2)(4)
Class I-M-6	$ 4,832,000	(1)(2)(3)	Class II-M-4	$ 14,940,000	(1)(2)(4)
Class I-M-7	$ 4,832,000	(1)(2)(3)	Class II-M-5	$ 14,940,000	(1)(2)(4)
Class I-M-8	$ 3,865,000	(1)(2)(3)	Class II-M-6	$ 12,865,000	(1)(2)(4)
Class I-M-9	$ 5,315,000	(1)(2)(3)	Class II-M-7	$ 12,450,000	(1)(2)(4)
			Class II-M-8	$ 7,055,000	(1)(2)(4)
			Class II-M-9	$ 11,205,000	(1)(2)(4)

(1) The pass-through rates on these classes of certificates are adjustable rates as described under "Summary—Description of the Certificates—Pass-Through Rates" in this prospectus supplement.
(2) Subject to a cap as described in this prospectus supplement.
(3) Subject to a step-up if the group I optional termination right is not exercised.
(4) Subject to a step-up if the group II optional termination right is not exercised.

The certificates represent interests in a pool of fixed and adjustable rate, conventional, closed-end sub-prime mortgage loans that are secured by first and second liens on one- to four-family residential properties.

Credit enhancement will be provided by:

- excess spread generated from the related loan group;
- overcollateralization with respect to the related loan group;
- cross-collateralization with respect to subgroup II-1, subgroup II-2 and subgroup II-3;
- with respect to each group of offered certificates, the related interest rate swap agreement;
- with respect to the Class I-A Certificates, subordination of the Class I-M Certificates, and with respect to the Class I-M Certificates, subordination of the Class I-M Certificates with a higher numerical designation; and
- with respect to the Class II-A Certificates, subordination of the Class II-M Certificates, and with respect to the Class II-M Certificates, subordination of the Class II-M Certificates with a higher numerical designation.

The interest rate swap agreements will each be between the related supplemental interest trust trustee and Wachovia Bank, N.A. for the benefit of the related certificateholders.

The group I certificates and group II certificates will not be cross-collateralized.

Neither the SEC nor any state securities commission has approved these securities or determined that this prospectus supplement or the base prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The Attorney General of the State of New York has not passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful.

Bear, Stearns & Co. Inc. and SG Americas Securities, LLC, as the underwriters, will offer the certificates listed above at varying prices to be determined at the time of sale.

The underwriters will deliver to purchasers of the offered certificates in book-entry form only through the facilities of The Depository Trust Company, Clearstream and Euroclear, in each case, on or about December 29, 2006.

Bear, Stearns & Co. Inc. **Société Générale Corporate & Investment Banking**

The date of the prospectus supplement is December 28, 2006

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Important Notice About Information Presented In This Prospectus Supplement And The Base Prospectus

We describe the certificates in two separate documents that provide varying levels of detail: (a) the base prospectus, which provides general information, some of which may not apply to your certificates and (b) this prospectus supplement, which describes the specific terms of your certificates. The description of your certificates in this prospectus supplement is intended to enhance the related description in the base prospectus and you are encouraged to rely on the information in this prospectus supplement as providing additional detail not available in the base prospectus.

Annex I and Schedule A are incorporated into and are a part of this prospectus supplement as if fully set forth in this prospectus supplement

Cross-references are included in this prospectus supplement and the base prospectus to captions in these materials where you can find further discussions about related topics. The table of contents on page S-2 above provides the pages on which these captions are located.

You can find a listing of the pages where certain capitalized and other terms used in this prospectus supplement and the base prospectus are defined under the captions “Glossary” and “Index of Defined Terms” in this prospectus supplement or under the caption “Glossary of Terms” in the base prospectus.

SUMMARY

- This summary highlights selected information from this document but does not contain all of the information that you need to consider when making your investment decision. To understand all of the terms of an offering of the certificates, you are encouraged to read this entire document and the base prospectus carefully.

- Certain statements contained in or incorporated by reference in this prospectus supplement and the base prospectus consist of forward-looking statements relating to future economic performance or projections and other financial items. These statements can be identified by the use of forward-looking words such as "may," "will," "should," "expects," "believes," "anticipates," "estimates," or other comparable words. Forward-looking statements are subject to a variety of risks and uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include, among others, general economic and business conditions, regulatory initiatives and compliance with governmental regulations, customer preferences and various other matters, many of which are beyond our control. Because we cannot predict the future, what actually happens may be very different from what is contained in our forward-looking statements.

The Certificates

Asset-Backed Certificates, Series 2006-HE10, represent beneficial ownership interests in a trust fund that consists primarily of a pool of fixed and adjustable rate, conventional, closed-end sub-prime mortgage loans that are secured by first and second liens on one- to four-family residential properties and certain other assets described in this prospectus supplement.

Originators

Approximately 45.09% of the mortgage loans in loan group I were originated by Encore Credit Corp. Approximately 39.69% of the mortgage loans in loan group I were purchased by EMC Mortgage Corporation from various originators through the conduit correspondent channel and were originated pursuant to EMC's underwriting guidelines as described in this prospectus supplement. Approximately 15.22% of the mortgage loans in loan group I were originated by Bear Stearns Residential Mortgage Corporation.

Approximately 82.08%, 83.38% and 90.37% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 84.23% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, were originated by Encore Credit Corp. The remainder of the mortgage loans in loan group II were originated by various originators, none of which have originated more than 10% of the mortgage loans in loan group II.

Depositor

Bear Stearns Asset Backed Securities I LLC, a Delaware limited liability company and a limited purpose finance subsidiary of The Bear Stearns Companies Inc. and an affiliate of Bear, Stearns & Co. Inc.

Sponsor and Mortgage Loan Sellers

EMC Mortgage Corporation, in its capacity as a mortgage loan seller, a Delaware corporation and an affiliate of the depositor and Bear, Stearns & Co. Inc., which will sell a portion of the mortgage loans to the depositor. The remainder of the mortgage loans will be sold directly to the depositor by Master Funding LLC, a special purpose entity that was established by EMC Mortgage Corporation, which, in turn, acquired those mortgage loans from EMC Mortgage Corporation.

Master Servicer

EMC Mortgage Corporation.

Trustee

LaSalle Bank National Association, a national banking association.

Issuing Entity

Bear Stearns Asset Backed Securities I Trust 2006-HE10, a New York common law trust.

Pooling and Servicing Agreement

The pooling and servicing agreement among EMC as seller, the master servicer, the depositor and the trustee, under which the trust will be formed and will issue the certificates.

Cut-off Date

December 1, 2006.

Closing Date

On or about December 29, 2006.

The Mortgage Loans

Unless we have otherwise indicated, the information we present regarding the mortgage loans in this prospectus supplement is expressed as of the cut-off date, including information pertaining to approximately $21,307,349 of subsequent mortgage loans in loan group I and approximately $89,233,329 of subsequent mortgage loans in loan group II identified and expected to be transferred to the trust no later than March 16, 2007.

The mortgage loans will include initial mortgage loans and subsequent mortgage loans. The initial mortgage loans will be the mortgage loans deposited into the trust on the closing date. The subsequent mortgage loans will be the mortgage loans purchased with amounts on deposit in the related pre-funding account described in this prospectus supplement and deposited into the trust no later than March 16, 2007.

The aggregate principal balance of the mortgage loans as of the cut-off date is approximately $1,152,179,900. The aggregate principal balance of the mortgage loans in loan group I as of the cut-off date is approximately $322,154,468. The aggregate principal balance of the mortgage loans in subgroup II-1 as of the cut-off date is approximately $390,981,171. The aggregate principal balance of the mortgage loans in subgroup II-2 as of the cut-off date is approximately $265,298,286. The aggregate principal balance of the mortgage loans in subgroup II-3 as of the cut-off date is approximately $173,745,974. The aggregate principal balance of the mortgage loans in loan group II as of the cut-off date is approximately $830,025,431. The mortgage loans are fixed and adjustable rate, conventional, closed-end sub-prime mortgage loans that are secured by first and second liens on one- to four-family residential properties. We will divide the mortgage loans into two separate groups, loan group I and loan group II. We refer to each group of mortgage loans as a loan group. Loan group II will be further divided into three subgroups, subgroup II-1, subgroup II-2 and subgroup II-3. The mortgage loans that we have allocated to loan group I and subgroup II-1 are comprised of mortgage loans that may or may not conform to Freddie Mac and Fannie Mae limits. The mortgage loans that we have allocated to subgroup II-2 are comprised of mortgage loans that conform to Fannie Mae limits. The mortgage loans that we have allocated to subgroup II-3 are comprised of mortgage loans that conform to Freddie Mac.

The adjustable rate mortgage loans in loan group I will adjust based on Six-Month LIBOR. The interest rates borne by those adjustable rate mortgage loans in loan group I that adjust based on Six-Month LIBOR have an initial fixed-rate period of two, three or five years. The adjustable rate mortgage loans in loan group II will adjust based on Six-Month LIBOR. The interest rates borne by those adjustable rate mortgage loans in loan group II that adjust based on Six-Month LIBOR have an initial fixed-rate period of two, three or five years.

The interest rate borne by the adjustable rate mortgage loans will be adjusted in each case to equal the related index plus a fixed percentage set forth in or computed in accordance with the related note subject to rounding and to certain other limitations, including an initial cap, a subsequent periodic cap on each adjustment date and a maximum lifetime mortgage rate, all as more fully described under *"The Mortgage Pool"* in this prospectus supplement. As to each mortgage loan, the master servicer will be responsible for calculating and implementing interest rate adjustments.

Approximately 14.60% of the mortgage loans in loan group I will receive interest only for the initial period set forth in the related mortgage note, ranging from five to ten years.

Approximately 21.74%,of the mortgage loans in subgroup II-1 will receive interest only for the initial period set forth in the related mortgage note, ranging from three to ten years. Approximately 13.44% of the mortgage loans in subgroup II-2 will receive interest only for the initial period set forth in the related mortgage note, ranging from five to ten years. Approximately 13.08%,of the mortgage loans in subgroup II-3 will receive interest only for the initial period set forth in the related mortgage note, ranging from two to five years. Approximately 17.27% of the mortgage loans in loan group II in the aggregate, will receive interest only for the initial period set forth in the related mortgage note, ranging from two to ten years.

On the closing date, the depositor will deposit in an account, referred to in this prospectus supplement as the group I pre-funding account, an amount equal to approximately $21,307,349.

From the closing date up to and including March 16, 2007, referred to in this prospectus supplement as the group I pre-funding period, the depositor may sell and the trustee will be obligated to purchase, on behalf of the trust, from funds on deposit in the group I pre-funding account, subsequent mortgage loans to be included in loan group I. On the closing date, the depositor will pay to the trustee an amount equal to the difference between:

the sum of the aggregate initial certificate principal balance of the group I offered certificates and the initial overcollateralization amount with respect to loan group I and

the aggregate stated principal balance of the initial mortgage loans in loan group I as of the cut-off date,

which will be held by the trustee in the pre-funding account. The amount on deposit in the group I pre-funding account will be reduced by the amount thereof used to purchase such subsequent mortgage loans during the group I pre-funding period. Any amounts remaining in the group I pre-funding account after March 16, 2007, will be distributed to the group I certificates in accordance with "*Description of the Certificates—Distributions on the Certificates"* in this prospectus supplement on the distribution date immediately following the termination of the group I pre-funding period.

On the closing date, the depositor will pay to the trustee for deposit in an account, referred to in this prospectus supplement as the group I interest coverage account, an amount which will be applied by the trustee to cover shortfalls in the amount of interest generated by the subsequent mortgage loans in loan group I. Any amounts remaining in the group I interest coverage account after March 16, 2007 will be distributed on the next distribution date to the depositor or its designee.

On the closing date, the depositor will deposit in an account, referred to in this prospectus supplement as the group II pre-funding account, an amount equal to approximately $89,233,329.

From the closing date up to and including March 16, 2007, referred to in this prospectus supplement as the group II pre-funding period, the depositor may sell and the trustee will be obligated to purchase, on behalf of the trust, from funds on deposit in the group II pre-funding account, subsequent mortgage loans to be included in loan group II. On the closing date,

the depositor will pay to the trustee an amount equal to the difference between:

the sum of the aggregate initial certificate principal balance of the group II offered certificates and the initial overcollateralization amount with respect to loan group II and

the aggregate stated principal balance of the initial mortgage loans in loan group II as of the cut-off date,

which will be held by the trustee in the pre-funding account. The amount on deposit in the group II pre-funding account will be reduced by the amount thereof used to purchase such subsequent mortgage loans during the group II pre-funding period. Any amounts remaining in the group II pre-funding account after March 16, 2007, will be distributed to the group II certificates in accordance with "*Description of the Certificates—Distributions on the Certificates*" in this prospectus supplement on the distribution date immediately following the termination of the group II pre-funding period.

On the closing date, the depositor will pay to the trustee for deposit in an account, referred to in this prospectus supplement as the group II interest coverage account, an amount which will be applied by the trustee to cover shortfalls in the amount of interest generated by the subsequent mortgage loans in loan group II. Any amounts remaining in the group II interest coverage account after March 16, 2007 will be distributed on the next distribution date to the depositor or its designee.

Loan Group I

The following table summarizes the approximate characteristics of all of the mortgage loans in loan group I as of the cut-off date:

Number of mortgage loans	1,556
Percentage of mortgage loans with 100% loan-to-value (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans).	2.48%
Aggregate principal balance	$322,154,468
Average principal balance	$207,040
Range of principal balances	$15,092 to $792,000
Range of mortgage rates	5.990% to 13.800%
Weighted average mortgage rate	8.776%
Weighted average original loan-to-value ratio (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans)	79.82%
Weighted average combined original loan-to-value ratio (using combined original loan-to-value ratio for first and second lien loans)	81.68%
Weighted average stated remaining term to maturity	356 months
Range of stated remaining terms to maturity	119 months to 359 months
Type of mortgaged properties	
Single-family dwellings	74.89%
2-4 family dwellings	5.82%
Planned unit developments	13.75%
Condominiums	4.35%
Townhouse	1.19%
Owner-occupied	94.19%
State concentrations (greater than 5%)	
California	25.77%
Florida	12.85%
Maryland	7.62%
Illinois	6.35%
First lien	98.19%
Second lien	1.81%
Balloon Loans	40.16%
Fixed Rate Loans	17.64%
Adjustable Rate Loans	82.36%
Weighted Average Gross Margin (per annum)*	5.613%
Weighted Average Cap at First Interest Adjustment Date (per annum)*	2.566%
Weighted Average Periodic Cap (per annum)*	1.005%
Weighted Average Maximum Lifetime Mortgage Rate (per annum)*	14.313%
Weighted Average Months to First Interest Adjustment Date*	23 months

*Adjustable Rate Loans only

Loan Group II

The following table summarizes the approximate characteristics of all of the mortgage loans in loan group II as of the cut-off date:

Number of mortgage loans	3,653
Percentage of mortgage loans with 100% loan-to-value (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans).	5.67%
Aggregate principal balance	$830,025,431
Average principal balance	$227,217
Range of principal balances	$12,489 to $1,499,938
Range of mortgage rates	5.700% to 14.250%
Weighted average mortgage rate	8.280%

Weighted average original loan-to-value ratio (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans) 81.27%
Weighted average combined original loan-to-value ratio (using combined original loan-to-value ratio for first and second lien loans)..... 84.39%
Weighted average stated remaining term to maturity ..... 353 months
Range of stated remaining terms to maturity..... 119 months to 359 months
Type of mortgaged properties
Single-family dwellings 74.09%
2-4 family dwellings 9.87%
Planned unit developments 11.31%
Condominiums..... 4.68%
Townhouse..... 0.05%
Owner-occupied..... 94.40%
State concentrations (greater than 5%)
California 35.38%
Florida..... 11.08%
Illinois..... 10.03%
New York 8.00%
Maryland..... 5.20%
First lien..... 95.98%
Second lien 4.02%
Balloon Loans..... 40.20%
Fixed Rate Loans 25.70%
Adjustable Rate Loans..... 74.30%
Weighted Average Gross Margin (per annum)* 5.577%
Weighted Average Cap at First Interest Adjustment Date (per annum)*..... 2.113%
Weighted Average Periodic Cap (per annum)* 1.055%
Weighted Average Maximum Lifetime Mortgage Rate (per annum)* 13.553%
Weighted Average Months to First Interest Adjustment Date* ..... 24 months

*Adjustable Rate Loans only

Subgroup II-1

The following table summarizes the approximate characteristics of all of the mortgage loans in subgroup II-1 as of the cut-off date:

Number of mortgage loans..... 1,587
Percentage of mortgage loans with 100% loan-to-value (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans). 9.45%
Aggregate principal balance $390,981,171
Average principal balance..... $246,365
Range of principal balances..... $12,489 to $1,499,938
Range of mortgage rates ..... 5.700% to 14.250%
Weighted average mortgage rate 8.365%
Weighted average original loan-to-value ratio (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans) 83.35%
Weighted average combined original loan-to-value ratio (using combined original loan-to-value ratio for first and second lien loans) 88.39%
Weighted average stated remaining term to maturity..... 350 months
Range of stated remaining terms to maturity ..... 171 months to 359 months
Type of mortgaged properties
Single-family dwellings 73.79%
2-4 family dwellings..... 8.84%
Planned unit developments..... 12.28%
Condominiums 5.07%
Townhouse 0.03%
Owner-occupied 95.78%
State concentrations (greater than 5%)
California 46.22%
Florida 9.79%
New York..... 8.53%
Illinois 6.04%
First lien 92.26%
Second lien..... 7.74%
Balloon Loans 40.85%
Fixed Rate Loans..... 24.47%
Adjustable Rate Loans 75.53%
Weighted Average Gross Margin (per annum)*..... 5.575%
Weighted Average Cap at First Interest Adjustment Date (per annum)* 2.159%
Weighted Average Periodic Cap (per annum)*..... 1.066%
Weighted Average Maximum Lifetime Mortgage Rate (per annum)*..... 13.489%
Weighted Average Months to First Interest Adjustment Date*..... 24 months

*Adjustable Rate Loans only

Subgroup II-2

The following table summarizes the approximate characteristics of all of the mortgage loans in subgroup II-2 as of the cut-off date:

Number of mortgage loans..... 1,252
Percentage of mortgage loans with 100% loan-to-value (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans). 2.86%
Aggregate principal balance..... $265,298,286
Average principal balance..... $211,900
Range of principal balances ..... $24,979 to $539,856
Range of mortgage rates..... 5.990% to 12.990%
Weighted average mortgage rate..... 8.210%
Weighted average original loan-to-value ratio (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans)..... 78.86%
Weighted average combined original loan-to-value ratio (using combined original loan-to-value ratio for first and second lien loans) 80.11%
Weighted average stated remaining term to maturity..... 356 months

Range of stated remaining terms to maturity	119 months to 359 months
Type of mortgaged properties	
Single-family dwellings	73.36%
2-4 family dwellings	11.69%
Planned unit developments	10.70%
Condominiums	4.13%
Townhouse	0.12%
Owner-occupied	94.48%
State concentrations (greater than 5%)	
California	24.99%
Illinois	13.25%
Florida	12.31%
New York	9.49%
Maryland	5.87%
First lien	98.83%
Second lien	1.17%
Balloon Loans	38.30%
Fixed Rate Loans	28.22%
Adjustable Rate Loans	71.78%
Weighted Average Gross Margin (per annum)*	5.624%
Weighted Average Cap at First Interest Adjustment Date (per annum)*	2.146%
Weighted Average Periodic Cap (per annum)*	1.037%
Weighted Average Maximum Lifetime Mortgage Rate (per annum)*	13.589%
Weighted Average Months to First Interest Adjustment Date*	24 months

*Adjustable Rate Loans only

Subgroup II-3

The following table summarizes the approximate characteristics of all of the mortgage loans in subgroup II-3 as of the cut-off date:

Number of mortgage loans	814
Percentage of mortgage loans with 100% loan-to-value (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans).	1.47%
Aggregate principal balance	$173,745,974
Average principal balance	$213,447
Range of principal balances	$49,937 to $624,910
Range of mortgage rates	5.990% to 12.440%
Weighted average mortgage rate	8.197%
Weighted average original loan-to-value ratio (using original loan-to-value ratio for first lien loans and combined original loan-to-value ratio for second lien loans)	80.26%
Weighted average combined original loan-to-value ratio (using combined original loan-to-value ratio for first and second lien loans)	81.91%
Weighted average stated remaining term to maturity	357 months
Range of stated remaining terms to maturity	178 months to 359 months
Type of mortgaged properties	
Single-family dwellings	75.88%
2-4 family dwellings	9.43%
Planned unit developments	10.04%
Condominiums	4.65%
Owner-occupied	91.18%
State concentrations (greater than 5%)	
California	26.85%
Illinois	14.08%
Florida	12.13%
Maryland	6.35%
First lien	100.00%
Balloon Loans	41.64%
Fixed Rate Loans	24.62%
Adjustable Rate Loans	75.38%
Weighted Average Gross Margin (per annum)*	5.512%
Weighted Average Cap at First Interest Adjustment Date (per annum)*	1.962%
Weighted Average Periodic Cap (per annum)*	1.056%
Weighted Average Maximum Lifetime Mortgage Rate (per annum)*	13.644%
Weighted Average Months to First Interest Adjustment Date*	23 months

*Adjustable Rate Loans only

Removal and Substitution of a Mortgage Loan

The trustee will acknowledge the sale, transfer and assignment to it by the depositor of the mortgage loans, and receipt of, subject to further review by the custodian, the mortgage loan files and the exceptions to the mortgage loan files. If the trustee receives written notice that any mortgage loan is defective on its face or if a representation or warranty with respect to any mortgage loan is breached, the trustee, or the custodian on its behalf, will promptly notify the sponsor of such defect or breach. If the sponsor cannot or does not cure such defect or breach within 90 days from the date of notice and, in each case such defect materially and adversely affects the interests of the certificateholders in the mortgage loan, the sponsor will, in accordance with the terms of the pooling and servicing agreement, provide the trustee with a substitute mortgage loan (if within two years of the closing date) or repurchase the mortgage loan within 90 days of the date of notice; provided that, if such defect would cause the mortgage loan to be other than a "qualified mortgage" as defined in Section 860G(a)(3) of the Internal Revenue Code, any such cure, repurchase or substitution must occur within 90 days from the date such breach was discovered.

Description of the Certificates

The trust will issue the certificates in two certificate groups. No collections or recoveries from the mortgage loans in loan group I will be used to support the certificates in subgroup II-1, the certificates in subgroup II-2 or the certificates in subgroup II-3. No collections or recoveries from the mortgage loans in subgroup II-1, subgroup II-2 or subgroup II-3 will be used to support the group I certificates. Collections or recoveries from the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3 may be used to support the certificates related to the other subgroups of group II certificates.

General

Description of the Group I Certificates

With respect to the mortgage loans in loan group I, the trust will issue senior and subordinate certificates. We sometimes refer to the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates in this prospectus supplement collectively as the Class I-A Certificates or the group I senior certificates. The Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates will each represent subordinated interests in loan group I, and we sometimes refer to these certificates in this prospectus supplement collectively as the Class I-M Certificates or the group I subordinated certificates. We sometimes refer to the Class I-A Certificates and Class I-M Certificates in this prospectus supplement collectively as the group I offered certificates.

With respect to the mortgage loans in loan group I, the trust will also issue the Class I-R-1, Class I-R-2, Class I-R-3 and Class I-RX Certificates (also referred to in this prospectus supplement collectively as the Class I-R Certificates or the group I residual certificates), which represent the residual interests in the real estate mortgage investment conduits established by the trust, and the Class I-P Certificates and the Class I-CE Certificates, all of which we are not offering by this prospectus supplement. We sometimes refer to the Class I-A, Class I-M, Class I-R, Class I-P and Class I-CE Certificates in this prospectus supplement collectively as the group I certificates.

The last scheduled distribution date for the group I offered certificates (other than the Class I-A-1 Certificates and Class I-A-2 Certificates) is the distribution date in December 2036. The last scheduled distribution date for the Class I-A-1 Certificates and Class I-A-2 Certificates is the distribution date in July 2032 and October 2036, respectively.

Description of the Group II Certificates

With respect to the mortgage loans in loan group II, the trust will issue senior and subordinate certificates. The Class II-1A-1, Class II-1A-2 and Class II-1A-3 Certificates will represent interests principally in subgroup II-1, and we sometimes refer to these certificates in this prospectus supplement collectively as the Class II-1A Certificates. The Class II-2A Certificates will represent interests principally in subgroup II-2. The Class II-3A Certificates will represent interests principally in subgroup II-3. We sometimes refer to the Class II-1A, Class II-2A and Class II-3A Certificates collectively in this prospectus supplement as the Class II-A Certificates or the group II senior certificates. The Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates will each represent subordinated interests in subgroup II-1, subgroup II-2 and subgroup II-3, and we sometimes refer to these certificates in this prospectus supplement collectively as the Class II-M Certificates or the group II subordinated certificates. We sometimes refer to the Class II-A Certificates and Class II-M Certificates in this prospectus supplement collectively as the group II offered certificates.

With respect to the mortgage loans in loan group II, the trust will also issue the Class II-R-1 Certificates and Class II-RX Certificates (also referred to in this prospectus supplement together as the Class II-R Certificates or the group II residual certificates), which represent the residual interests in the real estate mortgage

investment conduits established by the trust, and the Class II-P Certificates and the Class II-CE Certificates, all of which we are not offering by this prospectus supplement. We sometimes refer to the Class II-A, Class II-M, Class II-R, Class II-P and Class II-CE Certificates in this prospectus supplement collectively as the group II certificates.

The last scheduled distribution date for the group II offered certificates (other than the Class II-1A-1 Certificates and Class II-1A-2 Certificates) is the distribution date in December 2036. The last scheduled distribution date for the Class II-1A-1 Certificates and Class II-1A-2 Certificates is the distribution date in October 2031 and November 2036, respectively.

The Certificates

We sometimes refer to the Class I-A Certificates and Class II-A Certificates in this prospectus supplement collectively as the senior certificates or the Class A Certificates. We sometimes refer to the Class I-M Certificates and Class II-M Certificates in this prospectus supplement collectively as the subordinated certificates or the Class M Certificates. We sometimes refer to the group I offered certificates and group II offered certificates collectively in this prospectus supplement as the offered certificates. We sometimes refer to the Class I-R Certificates and Class II-R Certificates in this prospectus supplement collectively as the residual certificates or Class R Certificates. We sometimes refer to the Class I-CE Certificates and Class II-CE Certificates together in this prospectus supplement as the Class CE Certificates. We sometimes refer to the Class I-P Certificates and Class II-P Certificates together in this prospectus supplement as the Class P Certificates. We sometimes refer to the group I certificates and group II certificates collectively in this prospectus supplement as the certificates.

Record Date

For each class of offered certificates, the business day preceding the applicable distribution date so long as such class of certificates are in book-entry form; and otherwise, the record date will be the last business day of the month immediately preceding the applicable distribution date.

Denominations

For each class of offered certificates, $100,000 and multiples of $1.00 in excess thereof, except that one certificate of each class may be issued in the remainder of the class.

Registration of Offered Certificates

The trust will issue the offered certificates initially in book-entry form. Persons acquiring interests in the offered certificates may elect to hold their beneficial interests through The Depository Trust Company, in the United States, or Clearstream Luxembourg or Euroclear, in Europe.

We refer you to "*Description of the Certificates — Book-Entry Registration*" and "*Annex I— Global Clearance, Settlement and Tax Documentation Procedures*" in this prospectus supplement.

Pass-Through Rates

The pass-through rate for each class of offered certificates may change from distribution date to distribution date. The pass-through rate will therefore be adjusted on a monthly basis. Investors will be notified of a pass-through rate adjustment through the monthly distribution reports as described under "*Reports to Certificateholders*" in this prospectus supplement. On any distribution date, the pass-through rate per annum for each such class will be based on One-Month LIBOR and, on or prior to the first possible optional termination date with respect to the related loan group, a specified margin as follows:

- Class I-A-1 Certificates: 0.110% per annum.
- Class I-A-2 Certificates: 0.200% per annum.

- Class I-A-3 Certificates: 0.240% per annum.
- Class I-M-1 Certificates: 0.340% per annum.
- Class I-M-2 Certificates: 0.350% per annum.
- Class I-M-3 Certificates: 0.380% per annum.
- Class I-M-4 Certificates: 0.490% per annum.
- Class I-M-5 Certificates: 0.510% per annum.
- Class I-M-6 Certificates: 0.580% per annum.
- Class I-M-7 Certificates: 1.800% per annum.
- Class I-M-8 Certificates: 2.500% per annum.
- Class I-M-9 Certificates: 2.500% per annum.
- Class II-1A-1 Certificates: 0.070% per annum.
- Class II-1A-2 Certificates: 0.170% per annum.
- Class II-1A-3 Certificates: 0.240% per annum.
- Class II-2A Certificates: 0.140% per annum.
- Class II-3A Certificates: 0.140% per annum.
- Class II-M-1 Certificates: 0.290% per annum.
- Class II-M-2 Certificates: 0.300% per annum.
- Class II-M-3 Certificates: 0.330% per annum.
- Class II-M-4 Certificates: 0.390% per annum.
- Class II-M-5 Certificates: 0.410% per annum.
- Class II-M-6 Certificates: 0.480% per annum.
- Class II-M-7 Certificates: 0.900% per annum.
- Class II-M-8 Certificates: 1.600% per annum.
- Class II-M-9 Certificates: 2.250% per annum.

One-Month LIBOR for the first accrual period and for all subsequent accrual periods will be determined as described under "*Description of the Certificates — Calculation of One-Month LIBOR"* in this prospectus supplement.

On any distribution date, the pass-through rate for the offered certificates will be subject to an interest rate cap which we describe below.

After the first possible group I optional termination date, we will increase the margin applicable to the pass-through rate for the Class I-A-2 Certificates as described above, to 0.400% per annum, the margin applicable to the pass-through rate for the Class I-A-3 Certificates as described above, to 0.480% per annum, the margin applicable to the pass-through rate for the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, as described above, to 0.510%, 0.525%, 0.570%, 0.735%, 0.765%, 0.870%, 2.700%, 3.750% and 3.750% per annum, respectively; after the first possible group II optional termination date, we will increase the margin applicable to the pass-through rate for the Class II-1A-2 Certificates as described above, to 0.340% per annum, the margin applicable to the pass-through rate for the Class II-1A-3 Certificates as described

above, to 0.480% per annum, the margin applicable to the pass-through rate for the Class II-2A Certificates as described above, to 0.280% per annum, the margin applicable to the pass-through rate for the Class II-3A Certificates as described above, to 0.280% per annum, and the margin applicable to the pass-through rate for the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, as described above, to 0.435%, 0.450%, 0.495%, 0.585%, 0.615%, 0.720%, 1.350%, 2.400% and 3.375% per annum, respectively. Each such increased rate will remain subject to the related interest rate cap.

The interest rate cap for the group I offered certificates is equal to the weighted average of the net mortgage rates of all of the mortgage loans in loan group I, adjusted for any related net swap payments and certain related swap termination payments payable to the group I swap provider as described in this prospectus supplement.

The interest rate cap for the Class II-1A Certificates is equal to the weighted average of the net mortgage rates of all of the mortgage loans in subgroup II-1, adjusted for any related net swap payments and certain related swap termination payments payable to the group II swap provider as described in this prospectus supplement.

The interest rate cap for the Class II-2A Certificates is equal to the weighted average of the net mortgage rates of all of the mortgage loans in subgroup II-2, adjusted for any related net swap payments and certain related swap termination payments payable to the group II swap provider as described in this prospectus supplement.

The interest rate cap for the Class II-3A Certificates is equal to the weighted average of the net mortgage rates of all of the mortgage loans in subgroup II-3, adjusted for any related net swap payments and certain related swap termination payments payable to the group II swap provider as described in this prospectus supplement.

The interest rate cap for the Class II-M Certificates is equal to the weighted average of the weighted average of the net mortgage rates of all of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, weighted in proportion to the results of subtracting from the aggregate stated principal balance of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, the certificate principal balance of the related group II senior certificates, adjusted for any related net swap payments and certain related swap termination payments payable to the group II swap provider as described in this prospectus supplement.

If on any distribution date, the pass-through rates for the group I offered certificates are limited to the related interest rate cap, the resulting interest shortfalls may be recovered by the holders of the group I offered certificates on the same distribution date or future distribution dates on a subordinated basis to the extent that on such distribution date there are related available funds remaining after certain other distributions on the group I offered certificates and the payment of certain fees and expenses of the trust, and to the extent there are amounts available under the group I interest rate swap agreement to pay amounts as described in this prospectus supplement.

If on any distribution date, the pass-through rates for the group II offered certificates are limited to the related interest rate cap, the resulting interest shortfalls may be recovered by the holders of the group II offered certificates on the same distribution date or future distribution dates on a subordinated basis to the extent that on such distribution date there are related available funds remaining after certain other distributions on the group II offered certificates and the payment of certain fees and expenses of the trust, and to the extent there are amounts available under the group II interest rate swap agreement to pay amounts as described in this prospectus supplement.

We refer you to "*Description of the Certificates—Distributions on the Certificates*" and "*—Excess Spread and Overcollateralization Provisions*" in this prospectus supplement.

Distribution Dates

The trustee will make distributions on the certificates on the 25th day of each calendar month beginning in January 2007 to the appropriate holders of record. If the 25th day of the month is not a business day, then the trustee will make distributions on the following business day.

Interest Payments

On each distribution date, holders of the offered certificates will be entitled to receive:

- the interest that has accrued on the certificate principal balance of such certificates at the related pass-through rate during the related accrual period, and
- any interest due on any prior distribution date that was not paid, less
- interest shortfalls allocated to such certificates.

For each class of subordinate certificates, any interest due on a prior distribution date that was not paid on a prior distribution date will be payable from excess cashflow and from amounts in the related supplemental interest trust, in each case to the extent described in this prospectus supplement.

The group I offered certificates may receive additional interest distributions from payments under the group I interest rate swap agreement as described below under "*The Group I Interest Rate Swap Agreement*".

The group II offered certificates may receive additional interest distributions from payments under the group II interest rate swap agreement as described below under "*The Group II Interest Rate Swap Agreement*".

The accrual period for the offered certificates will be the period from and including the preceding distribution date (or from the closing date, in the case of the first distribution date) to and including the day prior to the current distribution date. Calculations of interest on the offered certificates will be based on a 360-day year and the actual number of days elapsed during the related accrual period. Investors will be notified of a pass-through rate adjustment through the monthly distribution reports.

Principal Payments

On each distribution date, holders of the offered certificates will receive a distribution of principal on their certificates if there is cash available on that date for the payment of principal from related available funds. Monthly principal distributions will generally include:

- principal payments on the mortgage loans in the related loan group, and
- until a specified overcollateralization level has been reached, interest payments on the mortgage loans in the related loan group not needed to pay interest on the related certificates and monthly fees and expenses.

You are encouraged to review the priority of payments described under *"Description of the Certificates — Distributions on the Certificates"* in this prospectus supplement.

Credit Enhancement

Credit enhancement provides limited protection to holders of specified certificates against shortfalls in payments received on the mortgage loans in the related loan group. This transaction employs the following forms of credit enhancement.

Subordination. By issuing senior certificates and subordinated certificates, the trust has increased the likelihood that related senior certificateholders will receive regular payments of interest and principal.

The group I senior certificates will have a payment priority over the certificates designated

as group I subordinated certificates. Among the classes of group I subordinated certificates:

- the Class I-M-1 Certificates will have payment priority over the Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-2 Certificates will have payment priority over the Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-3 Certificates will have payment priority over the Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-4 Certificates will have payment priority over the Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-5 Certificates will have payment priority over the Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-6 Certificates will have payment priority over the Class I-M-7, Class I-M-8 and Class I-M-9 Certificates,
- the Class I-M-7 Certificates will have payment priority over the Class I-M-8 Certificates and Class I-M-9 Certificates, and
- the Class I-M-8 Certificates will have payment priority over the Class I-M-9 Certificates.

The group II senior certificates will have a payment priority over the certificates designated as group II subordinated certificates. Among the classes of group II subordinated certificates:

- the Class II-M-1 Certificates will have payment priority over the Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-2 Certificates will have payment priority over the Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-3 Certificates will have payment priority over the Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-4 Certificates will have payment priority over the Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-5 Certificates will have payment priority over the Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-6 Certificates will have payment priority over the Class II-M-7, Class II-M-8 and Class II-M-9 Certificates,
- the Class II-M-7 Certificates will have payment priority over the Class II-M-8 Certificates and Class II-M-9 Certificates, and
- the Class II-M-8 Certificates will have payment priority over the Class II-M-9 Certificates.

Subordination provides the holders of certificates having a higher payment priority with protection against losses realized when the remaining unpaid principal balance on a mortgage loan in the related loan group exceeds the amount of proceeds recovered upon the liquidation of that mortgage loan. In general, we

accomplish this loss protection by allocating any realized losses on the mortgage loans in the related loan group, first to reduce the amount of excess spread for the related loan group, second to reduce the related overcollateralization amount, and third among the related certificates, beginning with the related class of subordinated certificates with the lowest payment priority, until the certificate principal balance of that subordinated class has been reduced to zero. We then allocate realized losses on the mortgage loans in a loan group to the next most junior class of related subordinated certificates, until the certificate principal balance of each class of related subordinated certificates is reduced to zero. If none of the related Class M Certificates are outstanding, all such losses will be allocated to the related Class A Certificates as described in this prospectus supplement.

We refer you to "*Description of the Certificates—Distributions on the Certificates*" in this prospectus supplement.

Excess Spread and Overcollateralization. We expect the mortgage loans in each loan group to generate more interest than is needed to pay interest on the related offered certificates and certain trust expenses because we expect the weighted average net interest rate of the mortgage loans in the related loan group, adjusted for related net swap payments and swap termination payments payable to the related swap provider, to be higher than the weighted average pass-through rate on the related offered certificates and, as overcollateralization increases, such higher interest rate is paid on a principal balance of mortgage loans in the related loan group that is larger than the certificate principal balance of the related offered certificates. Interest payments received in respect of the mortgage loans in the related loan group in excess of the amount that is needed to pay interest on the related offered certificates and related trust expenses will be used to reduce the total principal balance of such certificates until a required level of overcollateralization has been achieved. As of the closing date, it is expected that the required level of overcollateralization for each loan group will be met.

We refer you to "*Description of the Certificates—Excess Spread and Overcollateralization Provisions*" in this prospectus supplement.

Cross-Collateralization. The payment rules require that after the group II senior certificates relating to a subgroup receive certain payments on each distribution date, available funds from that subgroup otherwise allocable to such senior certificates will be allocated to the senior certificates relating to the other subgroup as described in this prospectus supplement. This feature is called "cross-collateralization."

No collections or recoveries from the mortgage loans in loan group I will be used to support the mortgage loans in loan group II. No collections or recoveries from the mortgage loans in loan group II will be used to support the mortgage loans in loan group I.

Interest Rate Swap Agreements. LaSalle Bank National Association, in its capacity as group I supplemental interest trust trustee of the group I supplemental interest trust, will enter into an interest rate swap agreement with respect to loan group I with Wachovia Bank, N.A., in such capacity, the group I swap provider. LaSalle Bank National Association, in its capacity as group II supplemental interest trust trustee of the group II supplemental interest trust, will enter into an interest rate swap agreement with respect to loan group II with Wachovia Bank, N.A., in such capacity, the group II swap provider. Each supplemental interest trust trustee will appoint LaSalle Bank National Association as swap administrator pursuant to the swap administration agreement to receive and distribute funds with regard to each interest rate swap agreement on behalf of the related supplemental interest trust, whether payable by or to the related swap provider pursuant to the related interest rate swap agreement. On or before each distribution date commencing with the distribution date in January 2007 and ending with the distribution date in December 2011, the swap administrator will be obligated to make a fixed payment to the related swap provider, and the related swap provider will be obligated to make a floating payment to the swap administrator, on behalf of the related

supplemental interest trust, in each case as set forth in the related interest rate swap agreement and as described in this prospectus supplement. To the extent that the fixed payment under each interest rate swap agreement exceeds the related floating payment in respect of any distribution date, amounts otherwise available to the related certificateholders will be applied to make a net payment to the swap administrator for payment to the related swap provider. To the extent that the floating payment under each interest rate swap agreement exceeds the related fixed payment in respect of any distribution date, the related swap provider will make a net swap payment to the swap administrator, and the swap administrator, pursuant to the swap administration agreement, will remit to holders of the offered certificates an amount necessary for certain distributions as described in this prospectus supplement.

Upon early termination of each interest rate swap agreement, the swap administrator or the related swap provider may be liable to make a swap termination payment to the other party, regardless of which party has caused the termination. The swap termination payment will be computed in accordance with the procedures set forth in the related interest rate swap agreement. In the event that the swap administrator is required to make a swap termination payment to the related swap provider, the trust will be required to make a payment to the swap administrator in the same amount from the related loan group (to the extent not paid by the swap administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the related supplemental interest trust trustee), which amount will be paid by the trust with respect to the related loan group on the related distribution date and on any subsequent distribution dates until paid in full, prior to any distribution to the related Class A and Class M certificateholders, except in the case of certain swap termination payments resulting from an event of default or certain termination events with respect to the related swap provider as described in this prospectus supplement, in which event payment of such amount by the trust with respect to the related loan group to the swap administrator will be subordinated to all distributions to the related Class A and Class M certificateholders. The obligations of the swap administrator to make a swap termination payment to the related swap provider will be limited to the extent of funds received from the trust with respect to the related loan group for such purpose.

Except as described in the second preceding sentence, amounts payable by the trust with respect to a loan group to the swap administrator for payment to the related swap provider will be deducted from related available funds before distributions to related certificateholders.

We refer you to *"The Group I Interest Rate Swap Agreement and The Group II Interest Rate Swap Agreement"* in this prospectus supplement.

Advances

The master servicer will make cash advances with respect to delinquent payments of scheduled interest and principal on the mortgage loans (other than any balloon payments) in general to the extent that the master servicer reasonably believes that such cash advances can be repaid from future payments on the mortgage loans in the related loan group. These cash advances are only intended to maintain a regular flow of scheduled interest and principal payments on the certificates and are not intended to guarantee or insure against losses.

Servicing Fee

The master servicer will be entitled to receive a fee as compensation for its activities under the pooling and servicing agreement equal to the servicing fee rate multiplied by the stated principal balance of each mortgage loan serviced by it as of the due date in the month preceding the month in which such distribution date occurs. The servicing fee rate will be 0.500% per annum. Any interest shortfalls on the mortgage loans resulting from prepayments made during the related prepayment period that are being distributed to the certificateholders on that distribution date will be offset by the master

servicer on the distribution date in the following calendar month to the extent of compensating interest payments as described in this prospectus supplement.

Trustee Fee

The trustee will be entitled to any amounts earned on funds in the distribution account.

Optional Termination

Group I Offered Certificates

At its option, the majority holder of the Class I-CE Certificates may purchase all of the remaining assets in the trust fund (including the related subsequent mortgage loans**)** relating to loan group I when the principal balance of the mortgage loans in loan group I (which amount includes the subsequent mortgage loans in loan group I) and any related foreclosed real estate owned by the trust fund has declined to or below 10% of the principal balance of the mortgage loans in loan group I (which amount includes the subsequent mortgage loans in loan group I) as of the cut-off date. If the majority holder of the Class I-CE Certificates does not exercise such right, then the master servicer may purchase all of the remaining assets in loan group I when the principal balance of the mortgage loans in loan group I (which amount includes the subsequent mortgage loans in loan group I) and any related foreclosed real estate owned by the trust fund has declined to or below 5% of the principal balance of the mortgage loans in loan group I (which amount includes the subsequent mortgage loans in loan group I) as of the cut-off date. Such a purchase, in either case, will result in the early retirement of all the group I certificates (other than the Class I-R-2 Certificates and Class I-R-3 Certificates, in each case to the extent that any group II certificates are outstanding, as described below).

Group II Offered Certificates

At its option, the majority holder of the Class II-CE Certificates may purchase all of the remaining assets in the trust fund (including the related subsequent mortgage loans) relating to loan group II when the principal balance of the mortgage loans in loan group II (which amount includes the subsequent mortgage loans in loan group II) and any related foreclosed real estate owned by the trust fund has declined to or below 10% of the principal balance of the mortgage loans in loan group II (which amount includes the subsequent mortgage loans in loan group II) as of the cut-off date. If the majority holder of the Class II-CE Certificates does not exercise such right, then the master servicer may purchase all of the remaining assets in loan group II when the principal balance of the mortgage loans in loan group II (which amount includes the subsequent mortgage loans in loan group II) and any related foreclosed real estate owned by the trust fund has declined to or below 5% of the principal balance of the mortgage loans in loan group II (which amount includes the subsequent mortgage loans in loan group II) as of the cut-off date. Such a purchase, in either case, will result in the early retirement of all the group II certificates.

The Class I-R-2 Certificates and Class I-R-3 Certificates will not be retired until the later of (i) the retirement of all of the group II certificates and (ii) the retirement of all the group I certificates (other than the Class I-R-2 Certificates and Class I-R-3 Certificates).

Federal Income Tax Consequences

For federal income tax purposes, the trust (other than the reserve funds, the pre-funding accounts, the interest coverage accounts and, for the avoidance of doubt, the supplemental interest trusts, the swap administration agreement, the swap accounts and the interest rate swap agreements) will comprise multiple real estate mortgage investment conduits, organized in a tiered REMIC structure. The offered certificates (in each case exclusive of any right to receive amounts in respect of basis risk shortfall carry forward amounts as described in this prospectus supplement, and the right to receive, or the obligation to make, payments under the related notional principal contract component as described in this prospectus supplement) will represent beneficial ownership of "regular

interests" in the related REMIC identified in the pooling and servicing agreement.

Each of the Class R Certificates will represent the beneficial ownership of the sole class of "residual interests" in the related REMIC. The offered certificates may be issued with original issue discount for federal income tax purposes.

We refer you to "*Federal Income Tax Consequences*" in this prospectus supplement and "*Material Federal Income Tax Considerations*" in the prospectus for additional information concerning the application of federal income tax laws.

Legal Investment

The offered certificates will *not* be "mortgage related securities" for purposes of the Secondary Mortgage Market Enhancement Act of 1984, as amended.

We refer you to "*Legal Investment*" in this prospectus supplement and "*Legal Investment Considerations*" in the prospectus.

ERISA Considerations

It is expected that the offered certificates may be purchased by a pension or other employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended or Section 4975 of the Internal Revenue Code of 1986, so long as a number of conditions are met. Prior to the termination of the supplemental interest trust, persons investing assets of employee benefit plans or individual retirement accounts may purchase the offered certificates if the purchase and holding meets the requirements of an investor-based class exemption issued by the U.S. Department of Labor. A fiduciary of an employee benefit plan must determine that the purchase of a certificate is consistent with its fiduciary duties under applicable law and does not result in a nonexempt prohibited transaction under applicable law.

We refer you to "*ERISA Considerations*" in this prospectus supplement and in the prospectus.

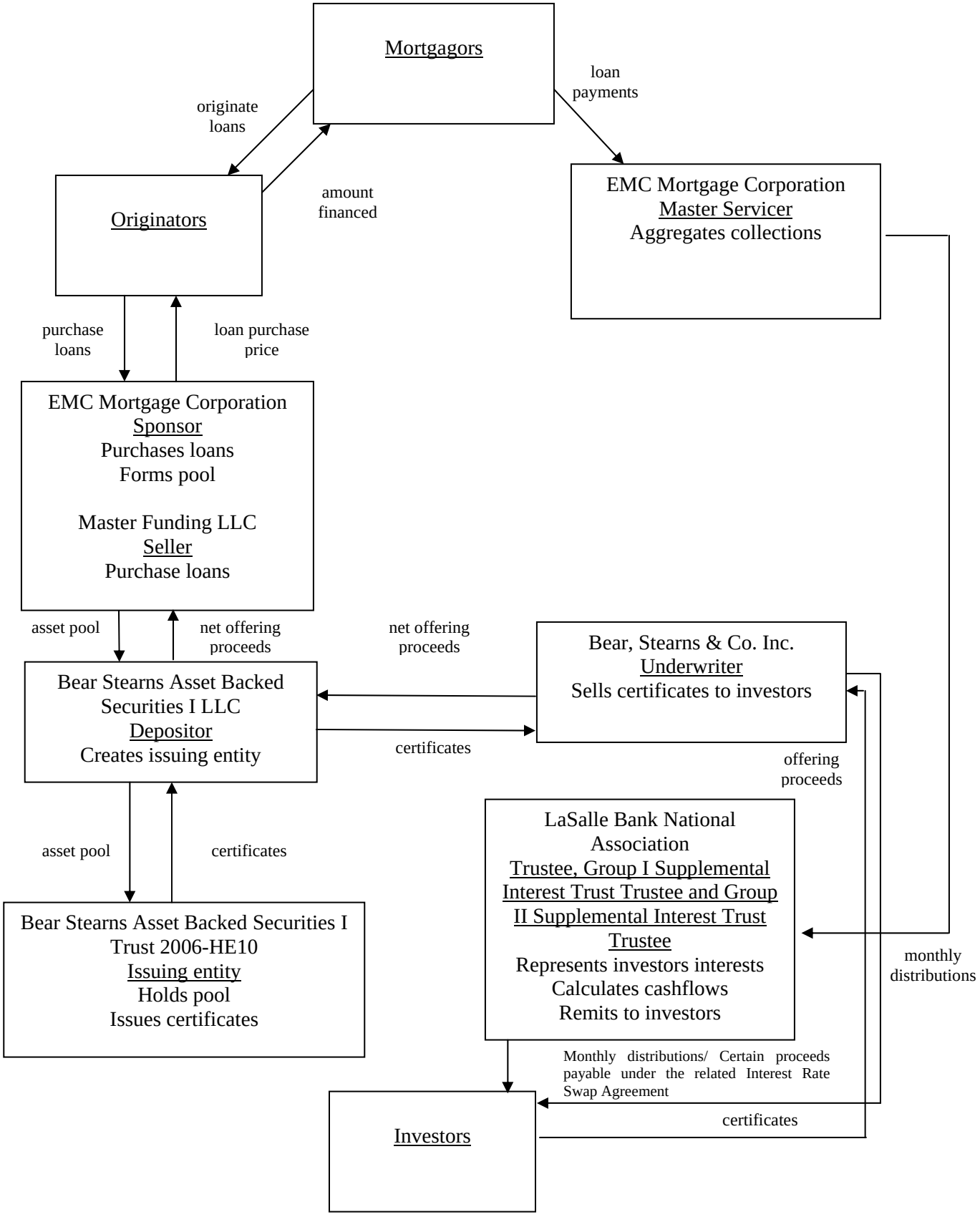
Ratings

The classes of offered certificates listed below will not be offered unless they receive the respective ratings set forth below from Standard & Poor's, a division of The McGraw-Hill Companies, Inc., which we refer to as "Standard & Poor's" and Moody's Investors Service, Inc., which we refer to as "Moody's".

Class	Standard & Poor's Rating	Moody's Rating
I-A-1	AAA	Aaa
I-A-2	AAA	Aaa
I-A-3	AAA	Aaa
I-M-1	AA+	Aaa
I-M-2	AA	Aa1
I-M-3	AA-	Aa2
I-M-4	A+	Aa3
I-M-5	A	A1
I-M-6	A-	A1
I-M-7	BBB+	A2
I-M-8	BBB	A3
I-M-9	BBB-	Baa1
II-1A-1	AAA	Aaa
II-1A-2	AAA	Aaa
II-1A-3	AAA	Aaa
II-2A	AAA	Aaa
II-3A	AAA	Aaa
II-M-1	AA+	Aa1
II-M-2	AA	Aa2
II-M-3	AA-	Aa3
II-M-4	A+	A1
II-M-5	A	A2
II-M-6	A-	A3
II-M-7	BBB+	Baa1
II-M-8	BBB	Baa2
II-M-9	BBB-	Baa3

A rating is not a recommendation to buy, sell or hold securities and either rating agency can revise or withdraw such ratings at any time. In general, ratings address credit risk and do not address the likelihood of prepayments.

TRANSACTION STRUCTURE



RISK FACTORS

In addition to the matters described elsewhere in this prospectus supplement and the prospectus, you are encouraged to carefully consider the following risk factors before deciding to purchase a certificate.

The subordinated certificates have a greater risk of loss than the senior certificates

When certain classes of certificates provide credit enhancement for other classes of certificates it is sometimes referred to as "subordination". For purposes of this prospectus supplement, "subordinated classes" means:

- with respect to the group I senior certificates: the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-1 Certificates: the Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-2 Certificates: the Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-3 Certificates: the Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-4 Certificates: the Class I-M-5, Class I-M-6, Class I-M-7 and Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-5 Certificates: the Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-6 Certificates: the Class I-M-7, Class I-M-8 and Class I-M-9 Certificates;
- with respect to the Class I-M-7 Certificates: the Class I-M-8 Certificates and Class I-M-9 Certificates; and
- with respect to the Class I-M-8 Certificates: the Class I-M-9 Certificates.
- with respect to the group II senior certificates: the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-1 Certificates: the Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;

- with respect to the Class II-M-2 Certificates: the Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-3 Certificates: the Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-4 Certificates: the Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-5 Certificates: the Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-6 Certificates: the Class II-M-7, Class II-M-8 and Class II-M-9 Certificates;
- with respect to the Class II-M-7 Certificates: the Class II-M-8 Certificates and Class II-M-9 Certificates; and
- with respect to the Class II-M-8 Certificates: the Class II-M-9 Certificates.

We will provide credit enhancement for the related certificates, first, by the right of the holders of the related certificates to receive certain payments of interest and principal prior to the related subordinated classes and, second, by the allocation of realized losses on the mortgage loans in the related loan group to the related subordinated classes. This form of credit enhancement uses collections on the mortgage loans in the related loan group otherwise payable to the holders of the related subordinated classes to pay amounts due on the related more senior classes. Such collections are the sole source of funds from which such credit enhancement is provided. Realized losses on the mortgage loans in the related loan group will be allocated, first, to reduce the amount of excess spread for the related loan group, second, to reduce the overcollateralization amount for the related loan group, third, to each class of related subordinated certificates, beginning with the class of related subordinated certificates with the lowest payment priority, in each case until the certificate principal balance of that class has been reduced to zero, and fourth, to the related Class A Certificates as described below. This means that with respect to the group I offered certificates, realized losses on the mortgage loans in loan group I would first be allocated to the Class I-M-9 Certificates, and then to the other classes of Class I-M Certificates in reverse order of numerical designation until the certificate principal balance of each such class of Class I-M Certificates is reduced to zero, then to the Class I-A Certificates, on a pro rata basis, based on the certificate principal balance of each such class, each as described in this prospectus supplement. This means that with respect to the group II offered certificates, realized losses on the mortgage loans in loan group II would first be allocated to the Class II-M-9 Certificates, and then to the other classes of Class II-M Certificates in reverse order of numerical designation until the certificate principal balance of each such class of Class II-M Certificates is reduced to zero, and then to the related classes

of Class II-A Certificates, on a pro rata basis, based on the certificate principal balance of each such class, and then to the non-related classes of Class II-A Certificates, each as described in this prospectus supplement. Accordingly, if the aggregate principal balance of a subordinated class were to be reduced to zero, delinquencies and defaults on the mortgage loans in the related loan group would reduce the amount of funds available for distributions to holders of the remaining related subordinated class or classes and, if the aggregate principal balance of all the related subordinated classes were to be reduced to zero, delinquencies and defaults on the mortgage loans in the related loan group would reduce the amount of funds available for monthly distributions to holders of the related senior certificates.

You are encouraged to fully consider the risks of investing in a subordinated certificate, including the risk that you may not fully recover your initial investment as a result of realized losses on the mortgage loans in the related loan group.

See *"Description of the Certificates"* in this prospectus supplement.

Additional risks associated with the subordinated certificates

The weighted average lives of, and the yields to maturity on, the subordinated certificates in a loan group will be progressively more sensitive, in that order, to the rate and timing of mortgagor defaults and the severity of ensuing losses on the mortgage loans in the related loan group. If the actual rate and severity of losses on the mortgage loans in the related loan group are higher than those assumed by an investor in such certificates, the actual yield to maturity of such certificates may be lower than the yield anticipated by such holder based on such assumption. The timing of losses on the mortgage loans in a loan group will also affect an investor's actual yield to maturity on the related subordinated certificates, even if the rate of defaults and severity of losses over the life of the mortgage loans in the related loan group are consistent with an investor's expectations. In general, the earlier a loss occurs, the greater the effect on an investor's yield to maturity. Realized losses on the mortgage loans in a loan group, to the extent they exceed the amount of excess spread for the related loan group for the related distribution date and the overcollateralization following distributions of principal on the related loan group on the related distribution date, will reduce the certificate principal balance of each of the related subordinated certificates, in reverse order of their numerical designation. As a result of such reductions, less interest will accrue on such class of subordinated certificates than would otherwise be the case. Once a realized loss is allocated to a subordinated certificate, no interest will be distributable with respect to such written down amount.

It is not expected that the subordinated certificates will be entitled to any principal distributions until at least January 2010 or during any period in which delinquencies or losses on the mortgage loans in the related loan group exceed certain levels. As a result, the weighted average lives of the related subordinated certificates will be longer than would otherwise be the case if distributions of principal were allocated among all of the related certificates at the same time. As a result of the longer weighted average lives of the related subordinated certificates, the holders of such certificates have a greater risk of suffering a loss on

their investments. Further, because such certificates might not receive any principal if certain delinquency levels occur, it is possible for such certificates to receive no principal distributions even if no losses have occurred on the mortgage pool.

In addition, the multiple class structure of the subordinated certificates causes the yield of such classes to be particularly sensitive to changes in the rates of prepayment of the mortgage loans in the related loan group. Because distributions of principal will be made to the holders of such certificates according to the priorities described in this prospectus supplement, the yield to maturity on such classes of certificates will be sensitive to the rates of prepayment on the mortgage loans in the related loan group experienced both before and after the commencement of principal distributions on such classes. The yield to maturity on such classes of certificates will also be extremely sensitive to losses due to defaults on the mortgage loans in the related loan group and the timing thereof, to the extent such losses are not covered by excess spread with respect to such loan group, overcollateralization with respect to such loan group, or a class of related subordinated certificates with a lower payment priority. Furthermore, the timing of receipt of principal and interest by the related subordinated certificates may be adversely affected by losses even if such classes of certificates do not ultimately bear such loss.

Also, investors in the subordinate certificates should be aware that in cases where principal distributions are made sequentially to the related subordinate certificates on and after the related stepdown date, the most subordinate class of related subordinate certificates then outstanding may receive more than such class's pro rata share of principal for that distribution date. As a result, the certificate principal balance of the most related subordinate class or classes of subordinate certificates may be reduced to zero prior to the related more senior class or classes of related subordinate certificates.

Credit enhancement may be inadequate to cover losses and/or to build overcollateralization

The mortgage loans in each loan group are expected to generate more interest than is needed to pay interest on the related offered certificates and certain trust fund expenses because we expect the weighted average interest rate on the mortgage loans in a loan group to be higher than the weighted average pass-through rate on the related offered certificates. If the mortgage loans in a loan group generate more interest than is needed to pay interest on the related offered certificates and related trust fund expenses, adjusted for any related net swap payments and related swap termination payments, we will use such "excess spread" to make additional principal payments on those related offered certificates, which will reduce the total certificate principal balance of those offered certificates below the aggregate principal balance of the mortgage loans in the related loan group, until the required level of overcollateralization has been met. In addition, amounts payable to the trust with respect to each loan group under the related interest rate swap agreement may be used to restore and maintain the required level of overcollateralization with respect to such loan group. Overcollateralization is intended to provide limited protection to related certificateholders by absorbing the

certificate's share of losses from related liquidated mortgage loans. However, we cannot assure you that enough excess spread will be generated on the mortgage loans in the related loan group or that amounts payable under the related interest rate swap agreement will be sufficient to maintain the required level of overcollateralization from any group of certificates. As of the closing date it is expected that the required level of overcollateralization for each loan group will be met.

The excess spread for the related loan group available on any distribution date will be affected by the actual amount of interest received, advanced or recovered in respect of the mortgage loans in such loan group during the preceding month. Such amount may be influenced by changes in the weighted average of the mortgage rates resulting from prepayments, defaults and liquidations of the mortgage loans in the related loan group.

If the protection afforded by overcollateralization for the related loan group is insufficient, then you could experience a loss on your investment.

The related interest rate cap may reduce the yields on the offered certificates

The pass-through rates on the offered certificates are each subject to an interest rate cap as described in this prospectus supplement. If on any distribution date the pass-through rate for a class of offered certificates is limited to the applicable interest rate cap, the holders of the applicable certificates will receive a smaller amount of interest than they would have received on that distribution date had the pass-through rate for that class not been calculated based on the applicable interest rate cap. If the pass-through rates on the offered certificates are limited for any distribution date, the resulting interest shortfalls may be recovered by the holders of these certificates on the same distribution date or on future distribution dates on a subordinated basis to the extent that on such distribution date or future distribution dates there are related available funds remaining after certain other distributions on the related offered certificates and the payment of certain related fees and expenses of the trust and to the extent there are amounts available under the related interest rate swap agreement to pay such amounts as described in this prospectus supplement.

See *"Description of the Certificates—Excess Spread and Overcollateralization Provisions"* in this prospectus supplement.

The offered certificates may not always receive interest based on One-Month LIBOR plus the related margin

The offered certificates may not always receive interest at a rate equal to One-Month LIBOR plus the related margin. If the applicable interest rate cap is less than One-Month LIBOR plus the related margin, the interest rate on the offered certificates will be reduced to such interest rate cap. Thus, the yield to investors in such class will be sensitive both to fluctuations in the level of One-Month LIBOR and to the adverse effects of the application of the applicable interest rate cap. The prepayment or default of mortgage loans in the related loan group with relatively higher net mortgage rates, particularly during a period of increased One-Month LIBOR rates, may result in the applicable interest rate cap being lower than otherwise would be the case. If on any

distribution date the application of the related interest rate cap results in an interest payment lower than One-Month LIBOR plus the related margin on the related offered certificates during the related interest accrual period, the value of such class of certificates may be temporarily or permanently reduced.

To the extent interest on the offered certificates is limited to the applicable interest rate cap, the difference between such interest rate cap and One-Month LIBOR plus the related margin will create a shortfall. Some or all of this shortfall in respect of the related offered certificates will be funded to the extent of payments, if any, received from the related swap provider under the related interest rate swap agreement. However, if payments under the related interest rate swap agreement do not provide sufficient funds to cover such shortfalls, such shortfalls may remain unpaid on the final distribution date, including the related optional termination date.

In addition, although the offered certificates are entitled to payments under the related interest rate swap agreement during periods of increased One-Month LIBOR rates, the related swap provider will only be obligated to make such payments under certain circumstances.

We refer you to *"The Group I Interest Rate Swap Agreement"* and *"The Group II Interest Rate Swap Agreement"* in this prospectus supplement for a discussion of the related swap provider's obligations to make payments under the related interest rate swap agreement.

Certain mortgage loans were underwritten to nonconforming underwriting standards, which may result in losses or shortfalls to be incurred on the offered certificates

Certain mortgage loans were underwritten generally in accordance with underwriting standards which are primarily intended to provide for single family "non-conforming" mortgage loans. A "non-conforming" mortgage loan means a mortgage loan which is ineligible for purchase by Fannie Mae or Freddie Mac due to either credit characteristics of the related mortgagor, i.e. borrowers on the mortgage loans may have an impaired or unsubstantiated credit history, or documentation standards in connection with the underwriting of the related mortgage loan that do not meet the Fannie Mae or Freddie Mac underwriting guidelines. These documentation standards may include mortgagors who provide limited or no documentation in connection with the underwriting of the related mortgage loan. Accordingly, mortgage loans underwritten under such non-conforming credit underwriting standards are likely to experience rates of delinquency, foreclosure and loss that are higher, and may be substantially higher, than mortgage loans originated in accordance with the Fannie Mae or Freddie Mac underwriting guidelines. Any resulting losses, to the extent not covered by credit enhancement, may affect the yield to maturity of the offered certificates.

Defaults could cause payment delays and losses

There could be substantial delays in the liquidation of defaulted mortgage loans and corresponding delays in receiving your portion of the proceeds of liquidation. These delays could last up to several years. Furthermore, an action to obtain a deficiency judgment is regulated by statutes and rules, and the amount of a deficiency judgment may be limited by law. In the event of a default by a borrower, these restrictions

may impede the ability of the master servicer to foreclose on or to sell the mortgaged property or to obtain a deficiency judgment. In addition, liquidation expenses such as legal and appraisal fees, real estate taxes and maintenance and preservation expenses, will reduce the amount of security for the mortgage loans and, in turn, reduce the proceeds payable to certificateholders.

In the event that:

- the mortgaged properties fail to provide adequate security for the mortgage loans in the related loan group, and
- the protection provided by the subordination of certain classes and the availability of overcollateralization are insufficient to cover any shortfall,

you could lose all or a portion of the money you paid for your certificates.

Your yield could be adversely affected by the unpredictability of prepayments

No one can accurately predict the level of prepayments that the trust will experience. The trust's prepayment experience may be affected by many factors, including:

- general economic conditions,
- the level of prevailing interest rates,
- the availability of alternative financing, and
- homeowner mobility.

Certain of the mortgage loans contain due-on-sale provisions, and the master servicer intends to enforce those provisions unless doing so is not permitted by applicable law or the master servicer, in a manner consistent with reasonable commercial practice, permits the purchaser of the mortgaged property in question to assume the related mortgage loan. In addition, approximately 71.48% of the mortgage loans in loan group I, by aggregate principal balance of such mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years after origination, which prepayment charges may discourage prepayments during the applicable period. Approximately 70.86%, 61.50% and 55.69% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 64.69% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years after origination, which prepayment charges may discourage prepayments during the applicable period. For a detailed description of the characteristics of the prepayment charges on the mortgage loans, and the standards under which the prepayment charges may be waived by the master servicer, please see "*The Mortgage Pool — Prepayment Charges on the Mortgage Loans*" in this prospectus supplement. There can be no assurance that the prepayment charges will have any effect on the prepayment performance of the mortgage loans.

The weighted average lives of the certificates will be sensitive to the rate and timing of principal payments, including prepayments, on the mortgage loans in the related loan group, which may fluctuate significantly from time to time.

You are encouraged to note that:

- if you purchase your certificates at a discount and principal is repaid on the mortgage loans in the related loan group slower than you anticipate, then your yield may be lower than you anticipate;

- if you purchase your certificates at a premium and principal is repaid on the mortgage loans in the related loan group faster than you anticipate, then your yield may be lower than you anticipate;

- if you purchase a certificate bearing interest at an adjustable rate, your yield will also be sensitive both to the level of One-Month LIBOR and the related interest rate cap;

- since repurchases of mortgage loans as a result of breaches of representations and warranties and liquidations of mortgage loans following default have the same effect as prepayments, your yield may be lower than you expect if the rate of such repurchases and liquidations with respect to mortgage loans in the related loan group is higher than you expect;

- the overcollateralization provisions, whenever overcollateralization for a loan group is at a level below the required level, are intended to result in an accelerated rate of principal distributions to holders of the related classes of offered certificates then entitled to distributions of principal. An earlier return of principal to the holders of the offered certificates as a result of the overcollateralization provisions will influence the yield on the offered certificates in a manner similar to the manner in which principal prepayments on the mortgage loans in the related loan group will influence the yield on the related offered certificates; and

- you bear the reinvestment risks resulting from a faster or slower rate of principal payments for the related loan group than you expected.

The sponsor may from time to time implement programs designed to encourage refinancing. These programs may include, without limitation, modifications of existing loans, general or targeted solicitations, the offering of pre-approved applications, reduced origination fees or closing costs, or other financial incentives. Targeted solicitations may be based on a variety of factors, including the credit of the borrower or the location of the mortgaged property. In addition, The sponsor may encourage assumptions of mortgage loans, including defaulted mortgage loans, under which creditworthy borrowers assume the outstanding indebtedness of the mortgage loans which may be removed from the mortgage pool. As a result of these programs, with respect to the mortgage pool underlying any trust, the rate of principal prepayments of the mortgage loans in the mortgage pool may be higher

than would otherwise be the case, and in some cases, the average credit or collateral quality of the mortgage loans remaining in the mortgage pool may decline.

We refer you to *"The Mortgage Pool"* and *"Yield, Prepayment and Maturity Considerations"* in this prospectus supplement and *"Material Legal Aspects of the Loans—Due-on-Sale Clauses in Mortgage Loans"* in the prospectus for a description of certain provisions of the mortgage loans that may affect the prepayment experience on the mortgage loans.

Mortgage loan modifications may affect the interest rate caps

Modifications of mortgage loans agreed to by the master servicer in order to maximize ultimate proceeds of such mortgage loans may extend the period over which principal is received on the related certificates or, if such modifications downwardly adjust interest rates, may lower the applicable interest rate cap or caps.

A reduction in certificate rating could have an adverse effect on the value of your certificates

The ratings of each class of offered certificates will depend primarily on an assessment by the rating agencies of the mortgage loans in the related loan group, the amount of overcollateralization and the subordination afforded by certain classes of certificates. The ratings by each of the rating agencies of the offered certificates are not recommendations to purchase, hold or sell the offered certificates because such ratings do not address the market prices of the certificates or suitability for a particular investor.

The rating agencies may suspend, reduce or withdraw the ratings on the offered certificates at any time. Any reduction in, or suspension or withdrawal of, the rating assigned to a class of offered certificates would probably reduce the market value of such class of offered certificates and may affect your ability to sell them.

Your distributions could be adversely affected by the bankruptcy or insolvency of certain parties

The sponsor and Master Funding LLC will each treat the transfer of its respective mortgage loans to the depositor as a sale of the mortgage loans. However, if the sponsor or Master Funding LLC, as applicable, becomes bankrupt, the trustee in bankruptcy may argue that the mortgage loans in the related loan group were not sold but were only pledged to secure a loan to such entity. If that argument is made, you could experience delays or reductions in payments on the certificates. If that argument is successful, the bankruptcy trustee could elect to sell the mortgage loans and pay down the certificates early. Thus, you could lose the right to future payments of interest, and might suffer reinvestment loss in a lower interest rate environment.

In addition, if the master servicer becomes bankrupt, a bankruptcy trustee or receiver may have the power to prevent the appointment of a successor master servicer. Any related delays in servicing could result in increased delinquencies or losses on the mortgage loans.

Developments in specified regions could have a disproportionate effect on the mortgage loans due to geographic concentration of mortgaged properties

Approximately 25.77% and 12.85% of the mortgage loans in loan group I, by aggregate principal balance of such mortgage loans as of the cut-off date, are secured by mortgaged properties that are located in the states of California and Florida, respectively. Approximately 46.22%, 24.99% and 26.85% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 35.38% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, are secured by mortgaged properties that are located in the state of California. Approximately 9.79%, 12.31% and 12.13% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 11.08% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, are secured by mortgaged properties that are located in the state of Florida. Property in those states or in any other region having a significant concentration of properties underlying the mortgage loans, may be more susceptible than homes located in other parts of the country to certain types of uninsurable hazards, such as earthquakes, floods, mudslides and other natural disasters. In addition,

- economic conditions in the specified regions, which may or may not affect real property values, may affect the ability of borrowers to repay their loans on time;

- declines in the residential real estate market in the specified regions may reduce the values of properties located in those regions, which would result in an increase in the loan-to-value ratios; and

- any increase in the market value of properties located in the specified regions would reduce the loan-to-value ratios and could, therefore, make alternative sources of financing available to the borrowers at lower interest rates, which could result in an increased rate of prepayment of the mortgage loans.

Violation of consumer protection laws may result in losses on the mortgage loans and the offered certificates

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

The mortgage loans are also subject to federal laws, including:

- the Federal Truth-in-Lending Act and Regulation Z promulgated thereunder, which require certain disclosures to the mortgagors regarding the terms of the mortgage loans;
- the Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit; and

- the Depository Institutions Deregulation and Monetary Control Act of 1980, which preempts certain state usury laws.

Violations of certain provisions of these federal and state laws may limit the ability of the master servicer to collect all or part of the principal of or interest on the mortgage loans and in addition could subject the trust to damages and administrative enforcement. In particular, the failure of the originators to comply with certain requirements of the Federal Truth-in-Lending Act, as implemented by Regulation Z, could subject the trust to monetary penalties, and result in the mortgagors' rescinding the mortgage loans against the trust. In addition to federal law, some states have enacted, or may enact, laws or regulations that prohibit inclusion of some provisions in mortgage loans that have interest rates or origination costs in excess of prescribed levels, that require mortgagors be given certain disclosures prior to the consummation of the mortgage loans and that restrict the ability of the master servicer to foreclose in response to the mortgagor's default. The failure of the originators to comply with these laws could subject the trust to significant monetary penalties, could result in the mortgagors rescinding the mortgage loans against the trust and/or limit the master servicer's ability to foreclose upon the related mortgaged property in the event of a mortgagor's default.

Under the anti-predatory lending laws of some states, the borrower is required to meet a net tangible benefits test in connection with the origination of the related mortgage loan. This test may be highly subjective and open to interpretation. As a result, a court may determine that a mortgage loan does not meet the test even if the originators reasonably believed that the test was satisfied. Any determination by a court that a mortgage loan does not meet the test will result in a violation of the state anti-predatory lending law, in which case the sponsor will be required to purchase that mortgage loan from the trust fund.

The sponsor will represent that, as of the closing date and on the applicable subsequent transfer date, each initial mortgage loan and any related subsequent mortgage loan, as applicable, is in compliance with applicable federal and state laws and regulations. In the event of a breach of such representation, the sponsor will be obligated to cure such breach or repurchase or replace the affected mortgage loan in the manner described in this prospectus supplement. If the sponsor is unable or otherwise fails to satisfy such obligations, the yield on the offered certificates may be materially and adversely affected.

Some of the mortgage loans provide for balloon payments at maturity

Approximately 40.16% of the mortgage loans in loan group I, by aggregate principal balance of such mortgage loans as of the cut-off date, are balloon loans. Approximately 40.85%, 38.30% and 41.64% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 40.20% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, are balloon loans. These mortgage loans will require a substantial payment of principal, or a balloon payment, at their stated maturity in addition to their scheduled

monthly payment. Mortgage loans with balloon payments involve a greater degree of risk because the ability of a mortgagor to make a balloon payment typically will depend upon the mortgagor's ability either to fully refinance the loan or to sell the related mortgaged property at a price sufficient to permit the mortgagor to make the balloon payment. The ability of a mortgagor to accomplish either of these goals will be affected by a number of factors, including the value of the related mortgaged property, the level of available mortgage rates at the time of sale or refinancing, the mortgagor's equity in the related mortgaged property, the financial condition of the mortgagor, tax laws and prevailing general economic conditions.

You may have difficulty selling your certificates

The underwriters intend to make a secondary market in the offered certificates, but the underwriters have no obligation to do so. We cannot assure you that a secondary market will develop or, if it develops, that it will continue. Consequently, you may not be able to sell your certificates readily or at prices that will enable you to realize your desired yield. The market values of the certificates are likely to fluctuate, and such fluctuations may be significant and could result in significant losses to you.

The secondary markets for asset backed securities have experienced periods of illiquidity and can be expected to do so in the future. Illiquidity can have a severely adverse effect on the prices of certificates that are especially sensitive to prepayment, credit or interest rate risk, or that have been structured to meet the investment requirements of limited categories of investors.

The return on your certificates could be reduced by shortfalls due to the application of the Servicemembers Civil Relief Act and similar state or local laws

The Servicemembers Civil Relief Act, or the Relief Act, and similar state or local laws provide relief to mortgagors who enter active military service and to mortgagors in reserve status who are called to active military service after the origination of their mortgage loans. The ongoing military operations of the United States in Iraq and Afghanistan have caused an increase in the number of citizens in active military duty, including those citizens previously in reserve status. Under the Relief Act the interest rate applicable to a mortgage loan for which the related mortgagor is called to active military service will be reduced from the percentage stated in the related mortgage note to 6.00%. This interest rate reduction and any reduction provided under similar state or local laws will result in an interest shortfall because the master servicer will not be able to collect the amount of interest which otherwise would be payable with respect to such mortgage loan if the Relief Act or similar state or local law was not applicable thereto. This shortfall will not be paid by the mortgagor on future due dates or advanced by the master servicer and, therefore, will reduce the amount available to pay interest to the certificateholders on subsequent distribution dates. We do not know how many mortgage loans in the mortgage pool have been or may be affected by the application of the Relief Act or similar state or local laws.

The interest rate swap agreements and the swap providers

Net swap payments payable to the swap administrator by each swap provider under the related interest rate swap agreement and the swap administration agreement will be available as described in this prospectus supplement to pay any necessary interest carry forward amounts to the extent due to the interest portion of realized losses with respect to the mortgage loans in the related loan group or subgroup, to reimburse for certain interest shortfalls previously allocated to such certificates and any related basis risk shortfalls, and, to the extent not covered by excess spread with respect to the related loan group, amounts necessary to restore and maintain the required level of overcollateralization for such group of certificates, each as described in this prospectus supplement. However, no net amounts will be payable by either swap provider unless the floating amount owed by either such swap provider on a distribution date exceeds the fixed amount owed to such swap provider on such distribution date. This will not occur with respect to the group I interest rate swap agreement except in periods when One-Month LIBOR (as determined pursuant to the group I interest rate swap agreement) generally exceeds 4.9350% per annum. This will not occur with respect to the group II interest rate swap agreement except in periods when One-Month LIBOR (as determined pursuant to the group II interest rate swap agreement) generally exceeds 4.9315% per annum. No assurance can be made that any amounts will be received under either interest rate swap agreement, or that any amounts that are received will be sufficient to maintain required overcollateralization or to cover certain interest shortfalls or basis risk shortfalls, in each case, with respect to the related loan group. Any net swap payment payable to a swap provider under the terms of the related interest rate swap agreement will reduce amounts available for distribution to related certificateholders, and may reduce the pass-through rates of the related certificates. If the rate of prepayments on the mortgage loans in the related loan group is substantially faster than anticipated, the schedule on which payments due under the related interest rate swap agreement are calculated may exceed the total principal balance of such mortgage loans, thereby increasing the relative proportion of interest collections on those mortgage loans that must be applied to make net swap payments to the related swap provider. The combination of a rapid rate of prepayment and low prevailing interest rates could adversely affect the yields on the related offered certificates. In addition, any swap termination payment payable to a swap provider in the event of early termination of the related interest rate swap agreement (other than certain swap termination payments resulting from an event of default or certain related termination events with respect to the related swap provider, as described in this prospectus supplement, and to the extent not paid by the swap administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the related supplemental interest trust trustee) will reduce amounts available for distribution to the related offered certificateholders.

Upon early termination of either interest rate swap agreement, the swap administrator or the related swap provider may be liable to make a swap termination payment to the other party (regardless of which party

caused the termination). The swap termination payment will be computed in accordance with the procedures set forth in the related interest rate swap agreement. In the event that the swap administrator is required under the swap administration agreement to make a swap termination payment to the related swap provider, the trust will be required to make a payment to the swap administrator in the same amount from the related loan group (to the extent not paid by the swap administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the related supplemental interest trust trustee), which payment will be paid on the related distribution date, and on any subsequent distribution dates until paid in full, prior to distributions to the related offered certificateholders (other than certain swap termination payments resulting from an event of default or certain related termination events with respect to the related swap provider as described in this prospectus supplement, which swap termination payments will be subordinated to distributions to the related offered certificateholders). This feature may result in losses on the certificates. Due to the priority of the applications of the related available funds, the related subordinated certificates will bear the effects of any shortfalls resulting from a net swap payment or swap termination payment by the trust with respect to a loan group before such effects are borne by the related senior certificates, and one or more classes of related subordinated certificates may suffer a loss as a result of such payment.

Net swap payments payable to the swap administrator by the related swap provider under the related interest rate swap agreement will be used to pay any necessary related interest carry forward amounts to the extent due to the interest portion of realized losses with respect to the related loan group, to reimburse for certain interest shortfalls previously allocated to such certificates and any related basis risk shortfalls and, to the extent not covered by the related excess spread, to restore and maintain the required level of overcollateralization for such group of certificates as described in this prospectus supplement. However, if the related swap provider defaults on its obligations under the related interest rate swap agreement, then there may be insufficient funds to cover such amounts, and the amount of excess spread for such loan group may be reduced. To the extent that distributions on the related offered certificates depend in part on payments to be received by the swap administrator, on behalf of the related supplemental interest trust trustee, under the related interest rate swap agreement, the ability of the trustee to make such distributions on such certificates will be subject to the credit risk of the related swap provider.

Some of the mortgage loans are secured by second liens, which may result in increased losses with respect to these mortgage loans

Approximately 1.81% of the mortgage loans in loan group I, by aggregate principal balance of such mortgage loans as of the cut-off date, are secured by second liens, rather than first liens. Approximately 7.74% and 1.17% of the mortgage loans in subgroup II-1 and subgroup II-2, respectively, and approximately 4.02% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, are secured by second liens, rather than first liens. The weighted average combined

loan-to-value ratio at origination of such mortgage loans is approximately 99.66% of the mortgage loans in loan group I. The weighted average combined loan-to-value ratio at origination of such mortgage loans is approximately 99.50% and 99.15% of the mortgage loans in subgroup II-1 and subgroup II-2, respectively and approximately 99.47% of the mortgage loans in loan group II in the aggregate. The related first lien may or may not be included in this mortgage pool. In the case of second liens, there is a possibility that adequate funds will not be received in connection with a foreclosure of the related senior liens to satisfy fully both the senior liens and the mortgage loan secured by a junior lien. In that case, the trust, as holder of the junior mortgage, could incur a loss.

Some of the mortgage loans were originated simultaneously with second liens

With respect to approximately 9.74% of the mortgage loans in loan group I, by aggregate principal balance of such mortgage loans as of the cut-off date, at the time of origination of the first lien mortgage loan, the related originator also originated a second lien mortgage loan which may or may not be included in the trust. The weighted average loan-to-value ratio at origination of the first lien on such mortgage loans is approximately 80.41% of the mortgage loans in loan group I, and the weighted average combined loan-to-value ratio at origination of such mortgage loans (including the second lien) is approximately 99.47% with respect to such mortgage loans in loan group I. With respect to approximately 26.36%, 6.66% and 9.17% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 16.47% of the mortgage loans in loan group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, at the time of origination of the first lien mortgage loan, the related originator also originated a second lien mortgage loan which may or may not be included in the trust. The weighted average loan-to-value ratio at origination of the first lien on such mortgage loans is approximately 80.25%, 80.18% and 80.03% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 80.22% of the mortgage loans in loan group II in the aggregate, and the weighted average combined loan-to-value ratio at origination of such mortgage loans (including the second lien) is approximately 99.39%, 98.91% and 98.01% of the mortgage loans in subgroup II-1, subgroup II-2 and subgroup II-3, respectively, and approximately 99.17% of the mortgage loans in loan group II in the aggregate. With respect to these mortgage loans, the rate of delinquencies may be increased relative to mortgage loans that were originated without a simultaneous second lien because the mortgagors on such mortgage loans have less equity in the mortgaged property. Investors are encouraged to also note that any mortgagor may obtain secondary financing at any time subsequent to the date of origination of their mortgage loan from the originators or from any other lender. In addition, a title insurance policy may not have been obtained with respect to some of these simultaneous second lien mortgage loans (although a title search will have been done with respect to the related first lien mortgage loan), which may increase the risk that adequate funds will not be received in connection with a foreclosure of such mortgage loan.

To the extent amounts on deposit in the group I pre-funding account are not used, there may be a mandatory prepayment on the group I certificates	To the extent that the group I pre-funded amount on deposit in the group I pre-funding reserve account has not been fully applied to the purchase of subsequent mortgage loans in loan group I on or before March 16, 2007, any such amounts will be distributed to the group I certificates on the distribution date immediately following March 16, 2007 in accordance with *Description of the Certificates—Distributions on the Certificates"* in this prospectus supplement. Although no assurance can be given, the depositor intends that the principal amount of subsequent mortgage loans with respect to loan group I to be sold to the trustee will require the application of substantially all amounts on deposit in the group I pre-funding reserve account and that there will be no material principal payment to the holders of the group I certificates on such distribution date.
To the extent amounts on deposit in the group II pre-funding account are not used, there may be a mandatory prepayment on the group II certificates	To the extent that the group II pre-funded amount on deposit in the group II pre-funding reserve account has not been fully applied to the purchase of subsequent mortgage loans in loan group II on or before March 16, 2007, any such amounts will be distributed to the group II certificates on the distribution date immediately following March 16, 2007 in accordance with *Description of the Certificates—Distributions on the Certificates"* in this prospectus supplement. Although no assurance can be given, the depositor intends that the principal amount of subsequent mortgage loans with respect to loan group II to be sold to the trustee will require the application of substantially all amounts on deposit in the group II pre-funding reserve account and that there will be no material principal payment to the holders of the group II certificates on such distribution date.
Credit scores are not an indicator of future performance of borrowers	Investors are encouraged to be aware that credit scores are based on past payment history of the borrower. Investors are encouraged not to rely on credit scores as an indicator of future borrower performance. See "*The Mortgage Pool"* in this prospectus supplement.

THE MORTGAGE POOL

General

We have provided below and in Schedule A to this prospectus supplement information with respect to the conventional mortgage loans that we expect to include in the pool of mortgage loans in the trust fund. Prior to the closing date of December 29, 2006, we may remove mortgage loans from the mortgage pool and we may substitute other mortgage loans for the mortgage loans we remove. Following the closing date, subsequent mortgage loans will be added to the mortgage pool in accordance with the pre-funding feature described in this prospectus supplement. The depositor believes that the information set forth in this prospectus supplement with respect to the mortgage pool as presently constituted is representative of the characteristics of the mortgage pool as it will be constituted on the closing date as well as the subsequent mortgage loans that will be added to the mortgage pool on the subsequent transfer dates, although certain characteristics of the mortgage loans in the mortgage pool may vary. If, as of the closing date, any material pool characteristics differs by 5% or more from the description in this prospectus supplement, revised disclosure will be provided either in a supplement to this prospectus supplement, or in a current report on Form 8-K. Unless we have otherwise indicated, the information we present in this prospectus supplement regarding the mortgage loans and in Schedule A is expressed as of the cut-off date, which is December 1, 2006, including information pertaining to approximately $21,307,349 of subsequent mortgage loans in Loan Group I and approximately $89,233,329 of subsequent mortgage loans in Loan Group II identified and expected to be transferred to the trust no later than March 16, 2007.

The mortgage pool will include the initial mortgage loans and the subsequent mortgage loans. The initial mortgage loans will be the mortgage loans deposited into the trust on the closing date. The subsequent mortgage loans will be purchased with amounts on deposit in the related pre-funding account described in this prospectus supplement.

The mortgage loans will be selected for inclusion in the mortgage pool based on rating agency criteria, compliance with representations and warranties, and conformity to criteria relating to the characterization of securities for tax, ERISA, SMMEA, Form S-3 eligibility and other legal purposes.

Each mortgage loan in the trust fund will bear interest at a fixed rate or adjustable rate, is a conventional, closed-end sub-prime mortgage loan and will be secured by a first and/or second lien on the related mortgaged property and will be assigned to one of the two loan groups, each of which constitutes a separate sub-trust and is referred respectively to as Loan Group I and Loan Group II in this prospectus supplement. Loan Group II will be further divided into three subgroups, which are referred respectively to as Subgroup II-1, Subgroup II-2 and Subgroup II-3. We sometimes refer to Subgroup II-1, Subgroup II-2 and Subgroup II-3 collectively in this prospectus supplement as Loan Group II. The mortgage loans in Loan Group I and Subgroup II-1 are comprised of mortgage loans that may or may not conform to Freddie Mac and Fannie Mae loan limits. The mortgage loans in Subgroup II-2 are comprised of mortgage loans that conform to Fannie Mae loan limits. The mortgage loans in Subgroup II-3 are comprised of mortgage loans that conform to Freddie Mac loan limits. All of the mortgage loans we will include in the trust fund will be fully amortizing or have a balloon payment. The mortgage loans have original terms to maturity of not greater than 30 years, except with respect to approximately 0.73%, 2.23%, 2.97% and 3.12% of the mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 2.65% of the mortgage loans in Loan Group II in the aggregate, that amortize based on a 40-year scheduled maturity for the first ten years, and thereafter require reamortized mortgage payments which are scheduled to be paid over the remaining 20 years as described in the related mortgage note.

Approximately 82.36% of the mortgage loans in Loan Group I are adjustable rate mortgage loans. Approximately 75.53%, 71.78% and 75.38% of the mortgage loans in Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 74.30% of the mortgage loans in Loan Group II in the aggregate, are adjustable rate mortgage loans. The interest rate borne by these adjustable rate mortgage loans in Loan Group I that adjust based on Six-Month LIBOR have an initial fixed-rate period of two, three or five years. The interest rate borne by these adjustable rate mortgage loans in Loan Group II that adjust based on Six-Month LIBOR have an initial fixed-rate period of two, three or five years. The interest rate borne by these adjustable rate mortgage loans, in each case, will be adjusted in accordance with the related note, plus (or minus) the related gross margin, generally subject to rounding and to certain other limitations, including generally a maximum lifetime mortgage rate and in certain cases a minimum lifetime mortgage rate and in certain cases a maximum upward or downward adjustment on each interest adjustment date. The master servicer will be responsible for calculating and implementing interest rate adjustments with respect to the mortgage loans.

Approximately 14.60% of the mortgage loans in Loan Group I will receive interest only for the initial period set forth in the related mortgage note, ranging from five to ten years.

Approximately 21.74% of the mortgage loans in Subgroup II-1 will receive interest only for the initial period set forth in the related mortgage note, ranging from three to ten years. Approximately 13.44% of the mortgage loans in Subgroup II-2 will receive interest only for the initial period set forth in the related mortgage note, ranging from five to ten years. Approximately 13.08%,of the mortgage loans in Subgroup II-3 will receive interest only for the initial period set forth in the related mortgage note, ranging from two to five years. Approximately 17.27% of the mortgage loans in Loan Group II in the aggregate, will receive interest only for the initial period set forth in the related mortgage note, ranging from two to ten years.

Approximately 46.93%, 68.48%, 66.05% and 73.51% of the mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 68.76% of the mortgage loans in Loan Group II in the aggregate, are assumable in accordance with the terms of the related mortgage note. The remainder of the mortgage loans contain due-on-sale clauses. We refer you to *"Servicing of the Mortgage Loans—Collection and other Servicing Procedures"*.

Six-Month LIBOR. Approximately 82.36%, 75.53%, 71.78% and 75.38% of the mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 74.30% of the mortgage loans in Loan Group II in the aggregate, will adjust semi-annually based on Six-Month LIBOR. Six-Month LIBOR will be a per annum rate equal to the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market based on quotations of major banks as published in *The Wall Street Journal* and are most recently available as of the time specified in the related mortgage note.

	Six-Month LIBOR							
Adjustment Date	**1999**	**2000**	**2001**	**2002**	**2003**	**2004**	**2005**	**2006**
January 1	5.07%	6.13%	6.20%	2.03%	1.38%	1.22%	2.79%	4.71%
February 1	4.97	6.29	5.26	2.08	1.35	1.21	2.97	4.82
March 1	5.13	6.33	4.91	2.04	1.34	1.17	3.19	4.98
April 1	5.06	6.53	4.71	2.36	1.23	1.16	3.39	5.14
May 1	5.04	6.73	4.30	2.12	1.29	1.38	3.41	5.22
June 1	5.25	7.11	3.98	2.08	1.21	1.60	3.54	5.39
July 1	5.65	7.00	3.91	1.95	1.12	1.89	3.73	5.59
August 1	5.71	6.89	3.69	1.87	1.21	1.93	3.95	5.51
September 1	5.92	6.83	3.45	1.80	1.20	1.98	4.00	5.42
October 1	5.96	6.76	2.52	1.71	1.14	2.20	4.27	5.38
November 1	6.12	6.72	2.15	1.60	1.23	2.32	4.47	5.37
December 1	6.06	6.64	2.03	1.47	1.27	2.63	4.63	

EMC Mortgage Corporation, referred to in this prospectus supplement as EMC or the sponsor, in its capacity as seller, purchased the mortgage loans directly in privately negotiated transactions. Subsequently, these mortgage loans were transferred to EMC. EMC will purchase the subsequent mortgage loans in privately negotiated transactions. We refer you to *"The Mortgage Pool—General Underwriting Guidelines"*, *"The Mortgage Pool—Encore Underwriting Guidelines"* and *"Servicing of the Mortgage Loans"* for further information regarding the mortgage loans.

Scheduled monthly payments made by the mortgagors on the mortgage loans either earlier or later than the scheduled due dates thereof will not affect the amortization schedule or the relative application of such payments to principal and interest. The mortgage notes generally provide for a grace period for monthly payments.

The cut-off date pool principal balance is approximately $1,152,179,900 which is equal to the aggregate Stated Principal Balance of the mortgage loans as of the cut-off date and includes 417 subsequent mortgage loans with an aggregate principal balance of approximately $110,540,678 that are acquired by the trust during the Pre-Funding Periods with amounts on deposit in the Pre-Funding Accounts. All information pertaining to the mortgage loans in this prospectus supplement includes the related subsequent mortgage loans. The mortgage loans to be transferred by the depositor to Loan Group I on the closing date will consist of 1,556 mortgage loans with an aggregate principal balance of approximately $322,154,468 which is equal to the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the cut-off date and includes 79 subsequent mortgage loans in Loan Group I with an aggregate principal balance of approximately $21,307,349 that are acquired by the trust during the Group I Pre-Funding Period with amounts on deposit in the Group I Pre-Funding Account. The mortgage loans to be transferred by the depositor to Subgroup II-1 on the closing date will consist of 1,587 mortgage loans with an aggregate principal balance of approximately $390,981,171 which is equal to the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-1 as of the cut-off date and includes 169 subsequent mortgage loans in Subgroup II-1 with an aggregate principal balance of approximately $51,458,678 that are acquired by the trust during the Group II Pre-Funding Period with amounts on deposit in the Group II Pre-Funding Account. The mortgage loans to be transferred by the depositor to Subgroup II-2 on the closing date will consist of 1,252 mortgage loans in with an aggregate principal balance of approximately $265,298,286 which is equal to the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-2 as of the cut-off date and includes 107 subsequent mortgage loans in Subgroup II-2 with an aggregate principal balance of approximately $24,230,956 that are acquired by the trust during the Group II Pre-Funding Period with amounts on deposit in the Group II Pre-Funding Account. The mortgage loans to be transferred by the depositor to Subgroup II-3 on the closing date will consist of 814 mortgage loans in with an aggregate principal balance of approximately $173,745,974 which is equal to the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-3 as of the cut-off date and includes 62 subsequent mortgage loans in Subgroup II-3 with an aggregate principal balance of approximately $13,543,695 that are acquired by the trust during the Group II Pre-Funding Period with amounts on deposit in the Group II Pre-Funding Account. The mortgage loans to be transferred by the depositor to Loan Group II on the closing date will consist of 3,653 mortgage loans with an aggregate principal balance of approximately $830,025,431 which is equal to the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date and includes 338 subsequent mortgage loans in Loan Group II with an aggregate principal balance of approximately $89,233,329 that are acquired by the trust during the Group II Pre-Funding Period with amounts on deposit in the Group II Pre-Funding Account.

As of the cut-off date, no scheduled payment on any mortgage loan is more than 30 days past due and no scheduled payment on any mortgage loan has been more than 30 days past due since origination.

A mortgage loan is "delinquent" if any payment due on that mortgage loan is not made pursuant to the terms of such mortgage loan by the close of business of the day such payment is scheduled to be due. A mortgage loan is "30 days delinquent" if such payment has not been received by the close of business on the corresponding day of the month immediately succeeding the month in which such payment was due, or, if there is no such corresponding day (e.g., as when a 30-day month follows a 31-day month in which a payment was due on the 31st day of such month), then on the last day of such immediately succeeding month. Similarly for "60 days delinquent," "90 days delinquent" and so on.

Loan-to-Value Ratio or Combined Loan-to-Value Ratio. With respect to any mortgage loan secured by a first lien, the loan-to-value ratio of a mortgage loan is equal to the principal balance of such mortgage loan at the date of origination, divided by the collateral value of the related mortgaged property. With respect to any mortgage loan secured by a second lien, the combined loan-to-value ratio is equal to the principal balance of the mortgage loan plus the principal balance of any related senior mortgage loan at the date of origination, divided by the collateral value of the related mortgaged property.

The "collateral value" of a mortgaged property is the lesser of

- the appraised value based on an appraisal made by an independent fee appraiser at the time of the origination of the related mortgage loan, and

- the sales price of that mortgaged property at the time of origination.

With respect to a mortgage loan the proceeds of which were used to refinance an existing mortgage loan, the collateral value is the appraised value of the mortgaged property based upon the appraisal obtained at the time of refinancing. No assurance can be given that the values of the mortgaged properties have remained or will remain at their levels as of the dates of origination of the mortgage loans in the related loan group.

Credit scores. Many lenders obtain credit scores in connection with mortgage loan applications to help them assess a borrower's creditworthiness. They obtain credit scores from credit reports provided by various credit reporting organizations, each of which may employ differing computer models and methodologies. The credit score is designed to assess a borrower's credit history at a single point, using objective information currently on file for the borrower at a particular credit reporting organization. Information utilized to create a credit score may include, among other things, payment history, delinquencies on accounts, level of outstanding indebtedness, length of credit history, types of credit, and bankruptcy experience. Credit scores range from approximately 350 to approximately 840, with higher scores indicating an individual with a more favorable credit history compared to an individual with a lower score. However, a credit score purports only to be a measurement of the relative degree of risk a borrower represents to a lender, that is, a borrower with a higher score is statistically expected to be less likely to default in payment than a borrower with a lower score. In addition, it should be noted that credit scores were developed to indicate a level of default probability over a two-year period, which does not correspond to the life of a mortgage loan. Furthermore, credit scores were not developed specifically for use in connection with mortgage loans, but for consumer loans in general, and assess only the borrower's past credit history. Therefore, a credit score does not take into consideration the differences between mortgage loans and consumer loans generally or the specific characteristics of the related mortgage loan including, for example, the loan-to-value ratio, the collateral for the mortgage loan, or the debt-to-income ratio. We cannot assure you that the credit scores of the mortgagors will be an accurate predictor of the likelihood of repayment of the mortgage loans in the related loan group.

Prepayment Charges on the Mortgage Loans

Any mortgage loan may be prepaid in full or in part at any time. In addition, approximately 71.48% of the mortgage loans in Loan Group I, by aggregate principal balance of such mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years after origination. Approximately 70.86%, 61.50% and 55.69% of the mortgage loans in Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 64.69% of the mortgage loans in Loan Group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years, which prepayment charges may discourage prepayments during the applicable period. The amount of the prepayment charge is as provided in the related mortgage note. A prepayment charge may not apply with respect to a sale of the related mortgaged property, and in some circumstances, such as illegality, may be unenforceable.

The holders of the Class I-P Certificates will be entitled to all prepayment charges received on the mortgage loans in Loan Group I, and these amounts will not be available for distribution on the other classes of Group I Certificates. The holders of the Class II-P Certificates will be entitled to all prepayment charges received on the mortgage loans in Loan Group II, and these amounts will not be available for distribution on the other classes of Group II Certificates. There can be no assurance that the prepayment charges will have any effect on the prepayment performance of the mortgage loans in the related loan group. As of July 1, 2003, the Alternative Mortgage Parity Act of 1982 (the "Parity Act"), which regulates the ability of the originators to impose prepayment charges, was amended, and as a result, the originators will be required to comply with state and local laws in originating mortgage loans with prepayment charge provisions with respect to loans originated on or after July 1, 2003. The depositor makes no representations as to the effect that the prepayment charges and the recent amendment of the Parity Act may have on the prepayment performance of the mortgage loans. The recent amendment of the Parity Act does not retroactively affect loans originated before July 1, 2003. See "*Material Legal Aspects of the Loans—Enforceability of Prepayment and Late Payment Fees*" in the prospectus.

In addition, the master servicer may waive the collection of any otherwise applicable prepayment charge or reduce the amount thereof actually collected, but only if: (i) the enforceability thereof will have been limited by bankruptcy, insolvency, moratorium, receivership and other similar laws relating to creditors' rights generally, (ii) the enforcement thereof is illegal, or any local, state or federal agency has threatened legal action if the prepayment charge is enforced, (iii) the mortgage debt has been accelerated in connection with a foreclosure or other involuntary payment or (iv) such waiver is standard and customary in servicing similar mortgage loans and relates to a default or a reasonably foreseeable default and would, in the reasonable judgment of the master servicer, maximize recovery of total proceeds taking into account the value of such prepayment charge and the related mortgage loan. In any event, no waiver of a prepayment premium, late payment charge or other charge in connection with any mortgage loan will effect the potential cash flow to the offered certificates from the related pool assets.

Certain prepayment charges are classified as "hard" prepayment charges, meaning that the borrower has to cover the prepayment charge regardless of the reason for prepayment, while others are classified as "soft," meaning that the borrower has to cover the prepayment charge unless the borrower has conveyed the related mortgaged property to a third party. The sponsor does not have information with respect to the percentage of each type of prepayment charge included in the pool of mortgage loans.

Mortgage Loan Statistical Data

Schedule A to this prospectus supplement sets forth in tabular format certain information, as of the cut-off date, about the mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2, Subgroup II-3

and Loan Group II in the aggregate. Other than with respect to rates of interest, percentages are approximate and are stated by cut-off date principal balance of all of the mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2, Subgroup II-3 or in Loan Group II in the aggregate, as applicable. The sum of the respective columns may not equal the total indicated due to rounding.

Assignment of the Mortgage Loans; Repurchase

At the time of issuance of the certificates, the depositor will cause the mortgage loans, together with all principal and interest due with respect to such mortgage loans after the cut-off date to be sold to the trust. The mortgage loans in Loan Group I, Subgroup II-1, Subgroup II-2 and Subgroup II-3 will be identified in a schedule appearing as an exhibit to the pooling and servicing agreement (referred to in this prospectus supplement as the Pooling and Servicing Agreement) with Loan Group I, Subgroup II-1, Subgroup II-2 and Subgroup II-3 separately identified. Such schedule will include information as to the principal balance of each related mortgage loan group as of the cut-off date, as well as information including, among other things, the mortgage rate, the borrower's monthly payment and the maturity date of each mortgage note.

In addition, the depositor will deposit with LaSalle Bank National Association, for the benefit of the certificateholders, the following documents with respect to each mortgage loan:

(a) the original mortgage note, endorsed in blank, or without recourse in the following form: "Pay to the order of LaSalle Bank National Association, as trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10" with all intervening endorsements that show a complete chain of endorsement from the originators to the related seller or, if the original mortgage note is unavailable to the depositor, a photocopy thereof, if available, together with a lost note affidavit;

(b) the original recorded mortgage or a photocopy thereof to the extent provided in the Pooling and Servicing Agreement;

(c) a duly executed assignment of the mortgage in blank, or to "LaSalle Bank National Association, as trustee for certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10"; in recordable form or, for each mortgage loan subject to the Mortgage Electronic Registration Systems, Inc. (the "MERS® System"), evidence that the mortgage is held for the trustee as described in the Pooling and Servicing Agreement;

(d) all interim recorded assignments of such mortgage, if any and if available to the depositor; and

(e) with respect to any first or second lien mortgage loan (other than any Piggyback Loan), the original policy of title insurance or mortgagee's certificate of title insurance or commitment or binder for title insurance or, in the event such original title policy has not been received from the title insurer, such original policy will be delivered within one year of the closing date or, in the event such original title policy is unavailable, a photocopy of such title policy or, in lieu thereof, a current lien search on the related property; and with respect to any Piggyback Loan, the original policy of title insurance or mortgagee's certificate of title insurance or commitment or binder for title insurance issued as to the related first lien mortgage loan or, in lieu thereof, a lien search on the related property that was conducted in connection with the related first lien mortgage loan.

With respect to each mortgage loan subject to the MERS® System, in accordance with the rules of membership of Merscorp, Inc. and/or Mortgage Electronic Registration Systems, Inc. ("MERS"), the assignment of the mortgage related to each such mortgage loan will be registered electronically through the MERS® System and MERS will serve as mortgagee of record solely as nominee in an administrative capacity on behalf of the trustee and will not have any interest in such mortgage loans.

Assignments of the mortgage loans provided to the custodian on behalf of the trustee will be recorded in the appropriate public office for real property records, except (i) in states for which an opinion of counsel is delivered to the trustee, to the effect that such recording is not required to protect the trustee's interests in the mortgage loan against the claim of any subsequent transferee or any successor to or creditor of the depositor or the related seller, or (ii) with respect to any mortgage loan electronically registered through the MERS® System, the sponsor will be responsible for the recordation of such assignments and the costs incurred in connection therewith.

The custodian on behalf of the trustee will perform a limited review of the mortgage loan documents on or prior to the closing date or in the case of any document permitted to be delivered after the closing date, promptly after the custodian's receipt of such documents and will hold such documents in trust for the benefit of the holders of the certificates.

In addition, the sponsor will make representations and warranties in the mortgage loan purchase agreement with respect to itself and to Master Funding LLC, as of the cut-off date in respect of the initial mortgage loans, and in the subsequent mortgage loan purchase agreement with respect to itself and to Master Funding LLC, as of the related subsequent transfer date in respect of the subsequent mortgage loans. The depositor will file the mortgage loan purchase agreement and the subsequent mortgage loan purchase agreement as an exhibit to the Pooling and Servicing Agreement containing such representations and warranties with the Securities and Exchange Commission in a report on Form 8-K.

The representations and warranties of the sponsor with respect to the mortgage loans include the following, among others:

1. the information set forth in the mortgage loan schedule attached to the mortgage loan purchase agreement and the subsequent mortgage loan purchase agreement is, true and correct in all material respects;

2. immediately prior to the conveyance of the mortgage loans by the related seller to the depositor pursuant to the mortgage loan purchase agreement and the subsequent mortgage loan purchase agreement, as applicable, the related seller was the sole owner of beneficial title and holder of each mortgage and mortgage note relating to the mortgage loans and is conveying the same free and clear of any and all liens, claims, encumbrances, participation interests, equities, pledges, charges or security interests of any nature and has full right and authority to sell or assign the same pursuant to the mortgage loan purchase agreement and the subsequent mortgage loan purchase agreement, as applicable;

3. the physical property subject to any mortgage is free of material damage and is in good repair and there is no proceeding pending or threatened for the total or partial condemnation of any mortgaged property;

4. the mortgaged property and all improvements thereon comply with all requirements of any applicable zoning and subdivision laws and ordinances;

5. with respect to any first lien mortgage loan, a lender's title insurance policy (on an ALTA or CLTA form) or binder, or other assurance of title customary in the relevant jurisdiction therefore in a

form acceptable to Fannie Mae or Freddie Mac, was issued on the date that each mortgage loan was created by a title insurance company which, to the best of the related originator's knowledge, was qualified to do business in the jurisdiction where the related mortgaged property is located, insuring the related originator and its successors and assigns that the mortgage is a first priority lien on the related mortgaged property in the original principal amount of the mortgage loan; and the originator is the sole insured under such lender's title insurance policy, and such policy, binder or assurance is valid and remains in full force and effect, and each such policy, binder or assurance shall contain all applicable endorsements including a negative amortization endorsement, if applicable. With respect to any second lien mortgage loan, other than any Piggyback Loan that has an initial principal amount less than or equal to $200,000, (a) a lender's title insurance policy or binder, or other assurance of title customary in the relevant jurisdiction therefore in a form acceptable to Fannie Mae or Freddie Mac, was issued on the date that each mortgage loan was created by a title insurance company which, to the best of the related originator's knowledge, was qualified to do business in the jurisdiction where the related mortgaged property is located, insuring the related originator and its successors and assigns; and the related originator is the sole insured under such lender's title insurance policy, and such policy, binder or assurance is valid and remains in full force and effect, and each such policy, binder or assurance shall contain all applicable endorsements including a negative amortization endorsement, if applicable, or (b) a lien search was conducted at the time of origination with respect to the related property ;

6. the terms of the mortgage note and the mortgage have not been impaired, waived, altered or modified in any respect, except by written instruments, (i) if required by law in the jurisdiction where the mortgaged property is located, or (ii) to protect the interests of the trustee, on behalf of the certificateholders; and

7. at the time of origination, each mortgaged property was the subject of an appraisal which conformed to the underwriting requirements of the originator of the mortgage loan and, the appraisal is in a form acceptable to Fannie Mae or Freddie Mac.

After the closing date, if any document is found to be missing or defective in any material respect, or if a representation or warranty with respect to any mortgage loan is breached and such breach materially and adversely affects the interests of the holders of the related certificates in such mortgage loan, the trustee or the custodian, as agent for the trustee, is required to notify the sponsor in writing. If the sponsor cannot or does not cure such omission or defect with respect to a missing or defective document, or if the sponsor does not cure such breach with respect to a breach of a representation or warranty, in each case within 90 days of its receipt of notice, the sponsor is required to repurchase the related mortgage loan from the trust fund within 90 days from the date of notice at a price equal to 100% of the Stated Principal Balance thereof as of the date of repurchase plus accrued and unpaid interest thereon at the mortgage rate to the first day of the month following the month of repurchase, plus any costs and damages incurred by the trust in connection with any violation of such mortgage loan of any anti-predatory lending laws, and reduced by any portion of the servicing fee or advances payable to the purchaser of the mortgage loan. Rather than repurchase the mortgage loan as provided above, the sponsor may remove such mortgage loan from the trust fund and substitute in its place another mortgage loan of like characteristics. However, such substitution is only permitted within two years after the closing date. Notwithstanding anything to the contrary, if any such defect or breach would cause the mortgage loan to be other than a "qualified mortgage" as defined in Section 860G(a)(3) of the Internal Revenue Code, any such cure or substitution must occur within 90 days from the date such breach or defect was discovered.

With respect to any repurchase or substitution of a mortgage loan that is not in default or as to which a default is not imminent, the trustee must have received a satisfactory opinion of counsel that such repurchase or substitution will not cause the trust fund to lose the status of its REMIC elections or otherwise subject the trust to a prohibited transaction tax. The obligation to cure, repurchase or substitute

as described above constitutes the sole remedy available to the certificateholders, the trustee or the depositor for omission of, or a material defect in, a mortgage loan document or for a breach of representation or warranty by the sponsor with respect to a mortgage loan.

Originators

Approximately 45.09% of the mortgage loans in Loan Group I were originated by Encore Credit Corp. Approximately 39.69% of the mortgage loans in Loan Group I were purchased by EMC Mortgage Corporation from various originators through the conduit correspondent channel and were originated pursuant to EMC's underwriting guidelines as described in this prospectus supplement. Approximately 15.22% of the mortgage loans in Loan Group I were originated by Bear Stearns Residential Mortgage Corporation.

Approximately 82.08%, 83.38% and 90.37% of the mortgage loans in Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 84.23% of the mortgage loans in Loan Group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, were originated by Encore Credit Corp. The remainder of the mortgage loans in Loan Group II were originated by various originators, none of which have originated more than 10% of the mortgage loans in Loan Group II.

General Underwriting Guidelines

The following discussion provides a general description of the underwriting guidelines applicable to all of the mortgage loans, other than the mortgage loans originated by Encore Credit Corp.

The underwriting guidelines are primarily intended to assess the borrower's ability to repay the mortgage loan, to assess the value of the mortgaged property and to evaluate the adequacy of the mortgaged property as collateral for the related mortgage loan. While the originator's primary consideration in underwriting a mortgage loan is the value of the mortgaged property, the originator also considers, among other things, a mortgagor's credit history, repayment ability and debt service to income ratio as well as the type and use of the mortgaged property. Some of the mortgage loans bear higher rates of interest than mortgages loans that are originated in accordance with Fannie Mae and Freddie Mac standards, which is likely to result in rates of delinquencies and foreclosures that are higher, and that may be substantially higher, than those experienced by portfolios of mortgage loans underwritten in a more traditional manner. On a case-by-case basis, exceptions to the underwriting guidelines are made where compensating factors exist. It is expected that a substantial portion of the mortgage loans in the mortgage pool that were originated by the originators will represent these exceptions.

Each applicant completes an application that includes information with respect to the applicant's liabilities, income, credit history, employment history and personal information. The underwriting guidelines require a credit report on each applicant from a credit reporting company. The report typically contains information relating to matters such as credit history with local and national merchants and lenders, installment debt payments and any record of defaults, bankruptcies, repossessions or judgments. Mortgaged properties that are to secure mortgage loans generally are appraised by qualified independent appraisers. These appraisers inspect and appraise the subject property and verify that the property is in acceptable condition. Following each appraisal, the appraiser prepares a report that includes a market value analysis based on recent sales of comparable homes in the area and, when deemed appropriate, market rent analysis based on the rental of comparable homes in the area. All appraisals are required to conform to the Uniform Standard of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and are generally on forms acceptable to Fannie Mae and Freddie Mac.

The mortgage loans were originated consistent with and generally conform to the underwriting guidelines' full/alternative documentation, stated income documentation and limited documentation residential loan programs. Under each of the programs, the originator reviews the applicant's source of income, calculates the amount of income from sources indicated on the loan application or similar documentation, reviews the credit history of the applicant, calculates the debt service to income ratio, if required, to determine the applicant's ability to repay the loan, and reviews the appraisal. In determining the ability of the applicant to repay the loan a qualifying rate has been created under the underwriting guidelines that generally is equal to the interest rate on that loan. The underwriting guidelines require that mortgage loans be underwritten in a standardized procedure that complies with applicable federal, state and local laws and regulations. The maximum amount loaned to a borrower and the maximum loan to value ratio allowed for that loan depends on, among other things, the purpose of the mortgage loan, a borrower's credit history, homeownership history, mortgage payment history or rental payment history, repayment ability and debt service to income ratio, as well as the type and use of the property. With respect to purchase money, rate/term and cash out refinance loans secured by single family primary residences the following loan to value ratios and original principal balances are allowed: loan-to-value ratios at origination of up to 100% for A+ credit grade mortgage loans with original principal balances of up to $750,000, up to 100% for A credit grade mortgage loans secured by single family, primary residences with original principal balances of up to $500,000, up to 95% for A- and B credit grade mortgage loans secured by single family, primary residences with original principal balances of up to $500,000, up to 80% for C credit grade mortgage loans secured by single family, primary residences with original principal balances of up to $450,000 and up to 70% for C- credit grade mortgage loans secured by single family, primary residences with original principal balances up to $400,000. The maximum "cash out" amount permitted is based in part on the original amount of the related mortgage loan.

With respect to mortgage loans secured by investment properties, owner occupied loan-to-value ratios are reduced 10% for one-to-two family residences and by 15% for three-to-four family residences. Mortgage loans secured by investment properties may have higher original principal balances if they have lower loan-to-value ratios at origination. For cash out refinance loans, the maximum "cash out" amount permitted is based in part on the original amount of the related mortgage loan.

In evaluating the credit quality of the borrowers, the originator utilizes credit bureau risk scores. Generally, each credit report provides a credit score for the borrower. Credit scores generally range from 350 to 840 and are available from three major credit bureaus: Experian (formerly TRW Information Systems and Services), Equifax and Trans Union. If three credit scores are obtained, the originator applies the middle score of the primary wage earner if the LTV is less than or equal to 95%. If the LTV is greater than 95%, the lower of both of the borrower's credit scores will be used. Credit scores are empirically derived from historical credit bureau data and represent a numerical weighing of a borrower's credit characteristics over a two-year period. A credit score is generated through the statistical analysis of a number of credit-related characteristics or variables. Common characteristics include number of credit lines (trade lines), payment history, past delinquencies, severity of delinquencies, current levels of indebtedness, types of credit and length of credit history. Attributes are the specific values of each characteristic. A scorecard (the model) is created with weights or points assigned to each attribute. An individual loan applicant's credit score is derived by summing together the attribute weights for that applicant.

The underwriting guidelines require that the income of each applicant for a mortgage loan under the full/alternative documentation program be verified. The specific income documentation required for the originator's various programs is as follows: under the full/alternative documentation program, applicants are required to submit one written form of verification from the employer of stable income for at least 12 months. The documentation may take the form of a Verification of Employment form provided by the employer, the most recent pay stub with year-to-date earnings and the most recent W-2 or a copy

of the borrower's federal tax returns. Under the limited documentation program the borrower may choose to submit 12 consecutive months of personal checking account bank statements. Under the stated income documentation program, an applicant may be qualified based upon monthly income as stated on the mortgage loan application if the applicant meets certain criteria. Income stated on the application is not verified under the stated income documentation program. All of the foregoing programs require that, with respect to salaried employees, there be a telephone verification of the applicant's employment. Verification of the source of funds to close the loan, if any, deposited by the applicant into escrow in the case of a purchase money loan is required.

Encore Credit Corp.

The following discussion provides a general description of the underwriting guidelines applicable to the mortgage loans originated by Encore Credit Corp.

Encore Credit Corp. ("Encore"), a California corporation, is a mortgage finance company that originates and invests in one-to-four-family residential mortgage loans offered to borrowers with a particular emphasis on "nonconforming" borrowers who generally do not satisfy the credit, collateral, documentation or other standards required by conventional mortgage lenders and loan buyers. Encore is owned directly by ECC Capital Corporation, a Maryland corporation, which is a real estate investment trust that invests in residential mortgage loans financed by the issuance of non-recourse debt. ECC Capital Corporation ("ECC Capital") is a public company, the common stock of which currently trades on the New York Stock Exchange under the ticker symbol "ECR". On October 10, 2006, ECC Capital announced that it had entered into an agreement to sell certain operating assets used in its subprime wholesale mortgage banking division to Bear Stearns Residential Mortgage Corporation ("BSRM"), a wholly owned subsidiary of The Bear Stearns Companies, Inc., in exchange for cash and the assumption of certain liabilities by BSRM. ECC Capital anticipates that this transaction will be completed by the end of 2006 and at that time it will exit the mortgage origination business.

Encore was incorporated in October 2001 and commenced wholesale lending operations in March 2002. Encore began originating retail mortgage loans during the third quarter of 2004. During the first quarter of 2005, the retail operation was transitioned from Encore to Bravo Credit Corporation, a wholly owned subsidiary of Encore. Since the second quarter of 2006, all of Encore's retail operations have been conducted by Encore solely out of its Irvine location. As of June 30, 2006, Encore operated its mortgage lending business through a network of approved mortgage lenders and brokers located in 50 states and the District of Columbia where Encore is licensed, exempt or authorized to engage in its mortgage lending business.

Encore currently outsources the servicing of all the loans it originates to third party servicers or sub-servicers. Encore currently utilizes Option One Mortgage Corporation as its sub-servicer for loans held in its portfolio pending sale or transfer to a securitization. Loans included in the securitizations completed in 2005 are also being sub-serviced by Option One, and Countrywide Home Loan Servicing LP and CitiMortgage, Inc. act as the master servicers. Encore's principal executive offices are located presently at 1833 Alton Parkway, Irvine, California 92606, and its main telephone number is (949) 856-8300.

As of the dates set forth below, Encore's total portfolio of nonconforming mortgage loans was as follows:

	31-Dec-03		31-Dec-04		31-Dec-05	
Loan Type	Total Portfolio of Loans	Number	Total Portfolio of Loans	Number	Total Portfolio of Loans	Number
Nonconforming	$4,584,619,982	24,823	$9,114,332,309	45,948	$14,040,631,625	65,863

Encore Underwriting Guidelines

Encore underwrites each mortgage loan that it originates in accordance with its internal underwriting guidelines. Encore has developed internal underwriting processes and criteria that it believes generate quality loans and give it the ability to approve and fund loans quickly. Encore's internal underwriting guidelines are designed to help it evaluate a borrower's credit history, capacity, willingness and ability to repay the loan, and the value and adequacy of the collateral. Encore reviews the borrower's credit history from Experian Information Solutions, Inc., Trans Union Corp. and Equifax, Inc. In addition, Encore reviews credit scores derived from the borrower's credit history by one or more nationally recognized credit scoring models.

Underwriting Personnel. All of Encore's loans are underwritten by its on-site underwriting personnel. Encore does not delegate underwriting authority to any broker or third party. Encore adheres to strict internal standards with respect to who has the authority to approve a loan. In the event that an underwriting exception is required for approval, only specifically designated personnel, dictated by the exception needed, are authorized to make such exceptions. Encore regularly trains its operation managers, who supervise their underwriters, on emerging trends in production. Encore believes that these managers and underwriters are highly qualified and experienced and are familiar with Encore's underwriting guidelines. Encore believes that its regionalized underwriting process provides it with the ability to fund loans faster than many of its competitors, and that the experience of its operations managers, its information systems and its rigorous quality control process ensure the continued quality of its loans.

Underwriting Guidelines. Encore's internal underwriting guidelines are established by its credit committee. Encore's credit committee meets regularly with its production and operations managers to review proposed changes to the underwriting guidelines. If an individual loan application does not meet Encore's formal written underwriting guidelines, but the underwriter is confident both that the borrower has the ability and willingness to pay and that the property provides adequate collateral for the borrower's obligations, Encore's underwriters can make underwriting exceptions up to certain limits within their formal exception policies and approval authorities. All of Encore's loan programs have tiered exception levels whereby approval of certain exceptions, such as LTV ratio exceptions, loan amount exceptions, and debt-to-income exceptions, are escalated to higher loan approval authority levels.

Encore's guidelines are primarily intended to (1) determine that the borrower has the ability to repay the mortgage loan in accordance with its terms and (2) determine that the related mortgaged property will provide sufficient value to recover the investment if the borrower defaults. The underwriting of a mortgage loan to be originated or purchased by Encore generally includes a review of the completed loan package, which includes the loan application, a current appraisal, a preliminary title report and a credit report. All loan applications and all closed loans offered to Encore for purchase must be approved by Encore in accordance with its underwriting criteria. Encore regularly reviews its underwriting guidelines and makes changes when appropriate to respond to market conditions, the performance of loans representing a particular loan product and changes in laws or regulations.

Encore requires satisfactory title insurance coverage on all residential properties securing mortgage loans it originates or purchases. The loan originator and its assignees are generally named as the insured. Title insurance policies indicate the lien position of the mortgage loan and protect Encore against loss if the title or lien position is not as indicated. The applicant is also required to maintain hazard and, in certain instances, flood insurance in an amount that complies with applicable laws and is sufficient to cover the new loan and any senior mortgage, subject to the maximum amount available under the National Flood Insurance Program.

Credit Scores. Credit scores are obtained by Encore in connection with mortgage loan applications to help assess a borrower's creditworthiness. Credit scores are obtained from credit reports provided by Experian Information Solutions, Inc., Trans Union Corp. and Equifax, Inc., which may employ differing computer models and methodologies from one another. The credit score is designed to assess a borrower's credit history at a fixed point in time, using objective information currently on file for the borrower at a particular credit reporting organization. Information utilized to create a credit score may include, among other things, payment history, delinquencies on accounts, level of outstanding indebtedness, length of credit history, types of credit, and bankruptcy experience. Credit scores range from approximately 400 to 850, with higher scores generally indicating an individual with a more favorable credit history compared to an individual with a lower score. However, a credit score purports only to be a measurement of the relative degree of risk a borrower represents to a lender; that is, a borrower with a higher score is statistically expected to be less likely to default in payment than a borrower with a lower score. Moreover, credit scores were developed to indicate a level of default probability over the period of the next two years, which does not correspond to the life of a mortgage loan. Furthermore, credit scores were not developed specifically for use in connection with mortgage loans, but for consumer loans in general. Therefore, a credit score does not take into consideration the differences between mortgage loans and consumer loans generally or the specific characteristics of the related mortgage loan including, for example, the LTV, the collateral for the mortgage loan, or the debt-to-income ratio. Encore's current core underwriting guidelines require a minimum credit score of 500, although a higher credit score is often required to qualify for the maximum LTV under each program. There can be no assurance that the credit scores of the mortgagors will be accurate predictors of the likelihood of repayment of the related mortgage loans.

Verification of Borrower's Income. Encore's mortgage programs include several levels of documentation used to verify the borrower's income.

- Full income documentation. Encore's highest level of income documentation generally requires a stable, two-year history of income. A wage-earner may document income by any of the following: a verification of employment or a current pay stub reflecting year to date income and the borrower's most recent Wage and Tax Statement, or W-2; the borrower's two most recent IRS Form 1040s; or for higher credit score borrowers, the borrower's personal bank statements for the previous one or two years showing average monthly deposits sufficient to support the qualifying income. A self-employed borrower may document income with either the two most recent federal tax returns or bank statements for the previous one or two years depending on the borrower's credit score.

- Limited income documentation. This documentation level generally requires a twelve-month history of stable income, together with personal bank statements for the previous twelve months to support the borrower's qualifying income.

- Stated income documentation. The borrower's income used to qualify for the loan is taken from the borrower's signed application and compared to the borrower's line of work or profession for reasonableness. Self-employed borrowers typically must provide satisfactory evidence of existence of the business and demonstrate a two-year history of employment in the same profession. A verification of employment and position is done for each stated income loan.

Appraisal Review. An assessment of the adequacy of the real property as collateral for the loan is primarily based upon an appraisal of the property and a calculation of the LTV ratio of the loan applied for and the combined LTV to the appraised value of the property at the time of origination. Appraisers determine a property's value by reference to the sales prices of comparable properties recently sold, adjusted to reflect the condition of the property as determined through inspection. As lenders that

generally specialize in loans made to credit impaired borrowers, Encore has implemented an appraisal review process to support the value used to determine the LTV ratio. Encore uses a variety of steps in its appraisal review process in order to attempt to ensure the accuracy of the value provided by the initial appraiser. This includes obtaining an independent automated property review on a majority of the loans that it originates. Encore's review process requires a written review on every appraisal report either by a qualified independent underwriter or by a staff appraiser. Encore employs several methods to determine which appraisals are higher risk and attempts to direct those reviews to one of its staff appraisers. The criteria for identifying higher risk appraisal reports include those properties receiving lower scores from the automated property review, properties with larger loan amounts and those units and properties that fail a scoring template used by the internal underwriting staff. Encore also employs an appraisal review staff consisting mostly of staff appraisers. As part of their review process, the review department where available, verifies the subject property's sales history, those of comparable properties as well as reviews additional comparable data. In some cases the value of the property used to determine the LTV ratio is reduced where it has been determined by Encore's staff appraisers that the original appraised value cannot be supported.

Quality Control. Encore's quality control program is intended to monitor loan production with the overall goal of improving the quality of loan production generated by its retail loan operation and independent mortgage broker channel. Through systematically monitoring loan production, the quality control department can identify and communicate to management existing or potential underwriting and loan packaging problems or other areas of concern. The quality control file review ensures compliance with Encore's underwriting guidelines and federal and state regulations. This is accomplished by focusing on:

- the accuracy of all credit and legal information;
- a collateral analysis, which may include a desk or field re-appraisal of the property and review of the original appraisal;
- employment and/or income verification; and
- legal document review to ensure that the necessary documents are in place.

Loan Programs and Risk Categories. Encore has established loan programs and risk categories, which identify the types of loans that they originate. A majority of Encore's loan originations are underwritten using the "Credit Score Advantage" program. This program makes loans available to a broad group of borrowers who fit a more traditional non-conforming profile. However, there are borrowers who request LTV ratios higher than those stated for this program, larger loan amounts or more unusual financing options. Rather than attempt to incorporate all of these specialized requests into one loan program, Encore has established separate loan programs to accommodate borrowers who would otherwise require individual exceptions to a single, broader loan program. Encore established these programs to allow its underwriting personnel to process loan applications from borrowers who fit a particular program's criteria quickly and efficiently. The criteria for each of these programs are guidelines only. All of Encore's loan programs have tiered exception levels whereby approval of an exception is escalated to a higher loan approval authority. Although Encore generally does not make adjustments to the credit category of any applicant, Encore may determine on a case-by-case basis that an applicant warrants a LTV ratio exception, a loan amount exception, a debt-to-income exception or another exception. Encore may allow such an exception if the application reflects certain compensating factors, such as a lower than the maximum LTV ratio for the specific loan program, a maximum of one 30-day late payment on all mortgage loans during the last 12 months, job and income stability or a meaningful amount of liquid assets. Encore may also grant an exception if the applicant provides a down payment of at least 20% of the purchase price of the underlying property or if the new mortgage loan significantly reduces the applicant's aggregate monthly debt service payments. Encore expects that a substantial number of the mortgage loans they originate will represent such underwriting exceptions.

Determining a Borrower's Credit Categories

Under its internal underwriting guidelines, Encore has established several different credit categories within each loan program, and Encore assigns a credit category to each applicant based on the applicant's credit history. These credit categories establish the maximum permitted LTV ratio, the maximum loan amount and the allowed use of loan proceeds given the applicant's mortgage payment history, consumer credit history, liens/charge-offs/bankruptcy history, debt-to-income ratio, use of proceeds, documentation type and other factors.

Because the industry does not use standard credit categories, the definitions and credit categories of the loans Encore originates may differ from those used by its competitors. As a result, the credit categories and other data with respect to its loan production that Encore provides in this Prospectus may not be comparable to similar data of its competitors. Also, Encore may change its credit category system from year-to-year, based on its on-going evaluation of historical performance and market demand. Thus, data with respect to specific credit categories within its loan production may not be comparable on a historical basis.

In general, higher risk mortgage applications are graded in categories that permit more (or more recent) major derogatory credit items, such as outstanding judgments or prior bankruptcies. Encore's underwriting guidelines for first mortgages contain categories and criteria for grading that evaluate the likelihood that an applicant will satisfy the repayment obligations of a mortgage loan; higher grades being more likely and lower grades being less likely.

Credit Score Programs

This program offers loan to individuals with a wide range of credit backgrounds and offers Encore's widest range of underwriting criteria. The Credit Score Advantage Program has five credit categories: AA, A+, B, C and C-. Borrowers with a higher credit category typically qualify for higher allowable LTV and higher amounts relative to other borrowers within this program. However, since credit scores within each credit category can range from 500 to 850, loans with different characteristics are available to borrowers within a particular credit category based on a borrower's credit score. Within a particular credit category, the borrower's credit score is used to determine the applicable interest rate, maximum allowable LTV and maximum available loan amount. Generally, a borrower with a higher credit score can obtain a loan with a lower rate, higher allowable LTV and higher loan amount than a borrower within the same credit category but with a lower credit score.

"AA" Risk Category: In order to qualify under the AA risk category the applicant must generally have no mortgage or rental late payments within the past 12 months. No mortgage foreclosure or notice of default filings may have occurred during the preceding 24 months. No bankruptcy filing may have occurred during the past 24 months if the borrowers credit score is less that 550. If the borrower has made a Chapter 13 bankruptcy filing the borrower must have paid in accordance with the bankruptcy plan and the bankruptcy must have been discharged at or prior to funding of the loan. The maximum loan amount under this risk grade is $1,500,000 in California and $1,200,000 elsewhere for loans with full, limited or stated income documentation. Permissible LTV varies depending upon, among other matters, the loan amount, the documentation type, the occupancy, the property type and the borrower's credit score. The maximum LTV under this program is 100% for first mortgages and 100% for second mortgages. The allowable debt to income ratio is 50% for LTV over 80% and 55% for an LTV of 80% or less.

"A+" Risk Category: In order to qualify under the A+ risk category the applicant must generally have no more than 12 times 30 day late mortgage or rental payments within the past 12 months for LTV up to 90% and no more than one 30 day mortgage or rental late within the past 12 months for LTV up to

95%. No mortgage foreclosure or notice of default filings may have occurred during the preceding 18 months. No bankruptcy filing may have occurred during the past 18 months if the borrower's credit score is less than 550. If the borrower has made a Chapter 13 bankruptcy filing the borrower must have paid in accordance with the bankruptcy plan and the bankruptcy must be discharged at or prior to funding of the loan. The maximum loan amount under this risk grade is $1,000,000 for loans with full, limited or stated income documentation. Permissible Loan-to-Value Ratios vary depending upon, among other matters, the loan amount, the documentation type, the occupancy, the property type and the borrower's credit score. The maximum LTV under this program is 95% for first mortgages. The allowable debt to income ratio is 50% for LTV over 80% and 55% for an LTV of 80% or less.

"B" Risk Category: In order to qualify under the B risk category the applicant must generally have no more than one 60 day mortgage or rental late payment within the past 12 months. 30 day mortgage or rental late payments are acceptable. No mortgage foreclosure or notice of default filings may have occurred during the preceding 18 months. No bankruptcy filing may have occurred during the past 12 months if the borrower's credit score is less than 550. If the borrower has made a Chapter 13 bankruptcy the borrower's bankruptcy may be paid off with the proceeds of this loan. The maximum loan amount under this risk grade is $750,000 for loans with full or limited income documentation and $600,000 for loans with stated income documentation. Permissible LTV varies depending upon, among other matters the loan amount; the documentation type, the occupancy, the property type and the borrowers credit score. The maximum LTV under this program is 85% for first mortgages. The allowable debt to income ratio is 55% for LTV's less than or equal to 80% and 50% for LTV's greater than 80%.

"C" Risk Category: In order to qualify under the C risk category the applicant must generally have no more than one 90 day late mortgage or rental payment within the past 12 months. 30 and 60-day late payments are acceptable. No mortgage foreclosure or notice of default filings may have occurred during the preceding 12 months. No bankruptcy filing may have occurred during the past 6 months if the borrower's credit score is less than 550. If the borrower has made a Chapter 13 bankruptcy the borrower's bankruptcy may be paid off with the proceeds of this loan. The maximum loan amount under this risk grade is $650,000 for loans with full or limited income documentation and $600,000 for loans with stated income documentation. Permissible LTV varies depending upon, among other matters, the loan amount, the documentation type, the occupancy, the property type and the borrower's credit score. The maximum LTV under this program is 80% for first mortgages. The allowable debt to income ratio is 55%.

"C-" Risk Category: In order to qualify under the C- risk category the applicant must generally have no more than one 120 day late mortgage or rental payment late within the past 12 months. 30, 60 and 90-day late payments are acceptable. Bankruptcy filing may have occurred during the past 12 months. If the borrower has made a Chapter 13 bankruptcy the borrower may pay off the bankruptcy through the loan. The maximum loan amount under this risk grade is $400,000 for loans with full, limited or stated income documentation. Permissible LTV varies depending upon, among other matters, the loan amount, the documentation type, the occupancy, the property type and the borrower's credit score. The maximum LTV under this program is 70% for first mortgages. The maximum allowable debt to income ratio is 55%.

Specialty Advantage Program

For those borrowers seeking Encore's highest allowable LTVs, Encore offers a specialty program that offers loans with a maximum LTV ratio of up to 100% based on either full, limited or stated income documentation. This program offer loans to borrowers in Encore's highest credit category, AA. Because of the additional risk associated with loans with LTV ratios at the high end of what Encore offers, there are additional limitations that are not placed on similar grades in other programs. These additional restrictions reduce the risk associated with originating loans to borrowers with these higher LTV ratios.

Interest-Only Option

This option offers borrowers the opportunity to obtain a loan that allows them to make monthly payments of interest only for the first two, three or five years of the loan. At the end of the interest-only term, the borrower's loan balance is fully amortized for the remaining term of the loan. The initial interest-only period provides borrowers with lower payments for a period of time allowing them to use a greater portion of their cash flow to pay off other debt, to qualify for larger loan amounts or for other uses. Because there is a slightly higher risk associated with the absence of principal reduction for the initial interest-only period, the minimum credit score required for this option is higher, as is the interest rate the borrower is charged. This option is available to borrowers in Encore's two highest credit categories, AA and A+.

STATIC POOL INFORMATION

The depositor will provide static pool information, material to this offering, with respect to the experience of the sponsor in securitizing asset pools of the same type at http://www.bearstearns.com/transactions/bsabs_i/bsabs2006-he10/.

Information provided through the internet address above will not be deemed to be a part of this prospectus supplement, the prospectus or the registration statement for the securities offered hereby if it relates to any prior securities pool or vintage formed before January 1, 2006, or with respect to the mortgage pool (if applicable) any period before January 1, 2006.

THE ISSUING ENTITY

Bear Stearns Asset Backed Securities I Trust 2006-HE10 is a common law trust formed under the laws of the State of New York pursuant to the Pooling and Servicing Agreement. The Pooling and Servicing Agreement constitutes the "governing instrument" under the laws of the State of New York. After its formation, Bear Stearns Asset Backed Securities I Trust 2006-HE10 will not engage in any activity other than (i) acquiring and holding the mortgage loans and the other assets of the trust and proceeds therefrom, (ii) issuing the certificates, (iii) making payments on the certificates and (iv) engaging in other activities that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith. The foregoing restrictions are contained in the Pooling and Servicing Agreement. For a description of other provisions relating to amending the Pooling and Servicing Agreement, please see "*The Agreements — Amendment of Agreement*" in the base prospectus.

The assets of Bear Stearns Asset Backed Securities I Trust 2006-HE10 will consist of the mortgage loans and certain related assets.

Bear Stearns Asset Backed Securities I Trust 2006-HE10's fiscal year end is December 31.

THE DEPOSITOR

The depositor, Bear Stearns Asset Backed Securities I LLC, was formed in the state of Delaware in January 2004, and is a wholly-owned subsidiary of The Bear Stearns Companies Inc. The depositor was organized for the sole purpose of serving as a private secondary mortgage market conduit. The depositor does not have, nor is it expected in the future to have, any significant assets.

The depositor has been serving as a private secondary mortgage market conduit for residential mortgage loans since 2004. As of September 30, 2006, the depositor has been involved in the issuance of securities backed by residential mortgage loans in excess of $65,247,999,772. In conjunction with the

sponsor's acquisition of mortgage loans, the depositor will execute a mortgage loan purchase agreement and a subsequent mortgage loan purchase agreement, as applicable, through which the loans will be transferred to itself. These loans are subsequently deposited in a common law or statutory trust, described in this prospectus supplement, which will then issue the certificates.

After issuance and registration of the securities contemplated in this prospectus supplement and any supplement hereto, the depositor will have no duties or responsibilities with respect to the pool assets or the securities other than any obligations with respect to the filing of any reports under the Exchange Act as set forth in the Pooling and Servicing Agreement.

The depositor's principal executive offices are located at 383 Madison Avenue, New York, New York 10179. Its telephone number is (212) 272-2000.

THE SPONSOR

The sponsor, EMC Mortgage Corporation, was incorporated in the State of Delaware on September 26, 1990, as a wholly owned subsidiary corporation of The Bear Stearns Companies Inc., and is an affiliate of the depositor and Bear, Stearns & Co. Inc. The sponsor was established as a mortgage banking company to facilitate the purchase and servicing of whole loan portfolios containing various levels of quality from "investment quality" to varying degrees of "non-investment quality" up to and including real estate owned assets ("REO"). The sponsor commenced operation in Texas on October 9, 1990.

The sponsor maintains its principal office at 2780 Lake Vista Drive, Lewisville, Texas 75067. Its telephone number is (214) 626-3800.

Since its inception in 1990, the sponsor has purchased over $100 billion in residential whole loans and servicing rights, which include the purchase of newly originated alternative A, jumbo (prime) and sub-prime loans. Loans are purchased on a bulk and flow basis. The sponsor is one of the United States' largest purchasers of scratch and dent, sub-performing and non-performing residential mortgages and REO from various institutions, including banks, mortgage companies, thrifts and the U.S. government. Loans are generally purchased with the ultimate strategy of securitization into an array of Bear Stearns' securitizations based upon product type and credit parameters, including those where the loan has become re-performing or cash-flowing.

Performing loans include first lien fixed rate and ARMs, as well as closed end fixed rate second liens and lines of credit ("HELOCs"). Performing loans acquired by the sponsor are subject to varying levels of due diligence prior to purchase. Portfolios may be reviewed for credit, data integrity, appraisal valuation, documentation, as well as compliance with certain laws. Performing loans purchased will have been originated pursuant to the sponsor's underwriting guidelines or the originator's underwriting guidelines that are acceptable to the sponsor.

Subsequent to purchase by the sponsor, performing loans are pooled together by product type and credit parameters and structured into RMBS, with the assistance of Bear Stearns' Financial Analytics and Structured Transactions group, for distribution into the primary market.

The sponsor has been securitizing residential mortgage loans since 1999. The following table describes size, composition and growth of the sponsor's total portfolio of assets it has securitized as of the dates indicated.

Loan Type	December 31, 2003 Number	December 31, 2003 Total Portfolio of Loans	December 31, 2004 Number	December 31, 2004 Total Portfolio of Loans	December 31, 2005 Number	December 31, 2005 Total Portfolio of Loans	September 30, 2006 Number	September 30, 2006 Total Portfolio of Loans
Alt-A ARM	12,268	$ 3,779,319,393.84	44,821	$ 11,002,497,283.49	73,638	$19,087,119,981.75	54,448	$ 16,005,022,680.66
Alt-A Fixed	15,907	$ 3,638,653,583.24	15,344	$ 4,005,790,504.28	17,294	$ 3,781,150,218.13	10,480	$ 2,487,265,691.18
HELOC	-	$ -	-	$ -	9,309	$ 509,391,438.93	9,642	$ 671,297,933.89
Neg-Am ARM							36,469	$ 13,375,355,933.41
Prime ARM	16,279	$ 7,179,048,567.39	30,311	$ 11,852,710,960.78	27,384	$13,280,407,388.92	7,050	$ 3,481,137,519.89
Prime Fixed	2,388	$ 1,087,197,396.83	1,035	$ 509,991,605.86	3,526	$ 1,307,685,538.44	1,803	$ 484,927,212.35
Prime Short Duration ARM	7,089	$ 2,054,140,083.91	23,326	$ 7,033,626,375.35	38,819	$14,096,175,420.37	12,256	$ 5,085,828,335.31
Reperforming	2,800	$ 247,101,330.36	2,802	$ 311,862,677.46	2,877	$ 271,051,465.95	1,084	$ 115,127,847.83
Seconds	-	$ -	14,842	$ 659,832,093.32	114,899	$ 5,609,656,263.12	96,106	$ 5,363,659,738.17
SubPrime	29,303	$ 2,898,565,285.44	98,426	$ 13,051,338,552.19	101,156	$16,546,152,274.44	43,470	$ 7,619,506,951.48
Totals	86,034	$20,884,025,641.01	230,907	$ 48,427,650,052.73	388,902	$74,488,789,990.05	272,808	$ 54,689,129,844.17

With respect to some of the securitizations organized by the sponsor, a "step-down" trigger has occurred with respect to the loss and delinquency experience of the mortgage loans included in those securitizations, resulting in a sequential payment of principal to the related certificates, from the certificate with the highest credit rating to the one with the lowest rating. In addition, with respect to one securitization organized by the sponsor, a servicing trigger required by the related financial guaranty insurer has occurred; however, the insurer has granted extensions enabling the normal servicing activities to continue.

The sponsor has received a civil investigative demand (CID), from the Federal Trade Commission (FTC), seeking documents and data relating to the sponsor's business and servicing practices. The CID was issued pursuant to a December 8, 2005 resolution of the FTC authorizing non-public investigations of various unnamed subprime lenders, loan servicers and loan brokers to determine whether there have been violations of certain consumer protections laws. The sponsor is cooperating with the FTC's inquiry.

Conveyance of Group I Subsequent Mortgage Loans and the Group I Pre-Funding Account

The trustee, on behalf of the trust, is expected to purchase from the depositor during the Group I Pre-Funding Period, subject to the availability thereof, subsequent mortgage loans for Loan Group I secured by conventional, one- to four-family, adjustable rate mortgage loans secured by first and second liens on residential mortgage properties. The subsequent mortgage loans for Loan Group I will be transferred to the trustee, on behalf of the trust, pursuant to subsequent transfer instruments between the depositor and the trustee, on the subsequent transfer date, each such date referred to in this prospectus supplement as a Subsequent Transfer Date. In connection with the purchase of subsequent mortgage loans for Loan Group I on such Subsequent Transfer Dates, the trustee, on behalf of the trust, will be required to pay to the depositor, from amounts on deposit in the Group I Pre-Funding Reserve Account, a cash purchase price of 100% of the principal balance thereof. The amount paid from the Group I Pre-Funding Reserve Account on each Subsequent Transfer Date will not include accrued interest on the related subsequent mortgage loans. Following each Subsequent Transfer Date, the aggregate principal balance of Loan Group I will increase by an amount equal to the aggregate principal balance of the related subsequent mortgage loans so purchased and transferred to Loan Group I and the amount in the Group I Pre-Funding Reserve Account will decrease accordingly. Although it is intended that the principal amount of subsequent mortgage loans in Loan Group I sold to the trust will require application of substantially all of the amount deposited into the Group I Pre-Funding Reserve Account on the closing date and it is not currently anticipated that there will be any material principal payments to the Group I Certificates from amounts remaining on deposit in the Group I Pre-Funding Reserve Account, no assurance can be given that such distributions will not occur on the distribution date immediately following the termination of the Group I Pre-Funding Period. In any event, it is unlikely that the sponsor will be able to deliver subsequent mortgage loans for Loan Group I with aggregate principal balances that exactly equal the amount

deposited into the Group I Pre-Funding Reserve Account on the closing date. The aggregate characteristics of the mortgage loans in Loan Group I in the trust may change upon the acquisition of related subsequent mortgage loans. It is expected that approximately $21,307,349 in subsequent mortgage loans for Loan Group I, which have been identified by the depositor, will be transferred to the trust no later than March 16, 2007.

The Group I Pre-Funding Reserve Account will be established to provide the trustee, on behalf of the trust, with sufficient funds to purchase subsequent mortgage loans for Loan Group I. During the Group I Pre-Funding Period, the related Group I Pre-Funded Amounts will be reduced by the amount used to purchase related subsequent mortgage loans in accordance with the Pooling and Servicing Agreement. Any investment income on funds in the Group I Pre-Funding Reserve Account will be invested in permitted investments selected by the depositor.

To the extent that the Group I Pre-Funded Amount on deposit in the Group I Pre-Funding Reserve Account has not been fully applied to the purchase of subsequent mortgage loans for Loan Group I on or before March 16, 2007, the holders of the Group I Certificates will receive on the distribution date immediately following March 16, 2007, the Remaining Pre-Funded Amount, in accordance with "*Description of the Certificates—Distributions on the Certificates"* in this prospectus supplement.

Any such amount transferred to the Distribution Account for Loan Group I will be included in Principal Funds for payment to the related classes of certificates.

Group I Interest Coverage Account

On the closing date and if required pursuant to the Pooling and Servicing Agreement, the depositor will deposit cash into the Group I Interest Coverage Account. The amount on deposit in the Group I Interest Coverage Account will be specifically allocated to cover shortfalls in interest on each class of group I offered certificates that may arise as a result of the utilization of the Group I Pre-Funding Account for the purchase by the trust of subsequent mortgage loans for Loan Group I after the closing date. Any amounts remaining in the Group I Interest Coverage Account and not needed for such purposes will be paid to the depositor and will not thereafter be available for payment to the group I offered certificateholders. Amounts on deposit in the Group I Interest Coverage Account will be invested in permitted investments selected by the depositor. All such permitted investments are required to mature no later than the business day prior to the next distribution date as specified in the Pooling and Servicing Agreement. The Group I Interest Coverage Account will not be included as an asset of any REMIC created pursuant to the Pooling and Servicing Agreement.

Conveyance of Group II Subsequent Mortgage Loans and the Group II Pre-Funding Account

The trustee, on behalf of the trust, is expected to purchase from the depositor during the Group II Pre-Funding Period, subject to the availability thereof, subsequent mortgage loans for Loan Group II secured by conventional, one- to four-family, adjustable rate mortgage loans secured by first and second liens on residential mortgage properties. The subsequent mortgage loans for Loan Group II will be transferred to the trustee, on behalf of the trust, pursuant to subsequent transfer instruments between the depositor and the trustee, on the subsequent transfer date, each such date referred to in this prospectus supplement as a Subsequent Transfer Date. In connection with the purchase of subsequent mortgage loans for Loan Group II on such Subsequent Transfer Dates, the trustee, on behalf of the trust, will be required to pay to the depositor, from amounts on deposit in the Group II Pre-Funding Reserve Account, a cash purchase price of 100% of the principal balance thereof. The amount paid from the Group II Pre-Funding Reserve Account on each Subsequent Transfer Date will not include accrued interest on the related subsequent mortgage loans. Following each Subsequent Transfer Date, the aggregate principal balance of

Loan Group II will increase by an amount equal to the aggregate principal balance of the related subsequent mortgage loans so purchased and transferred to Loan Group II and the amount in the Group II Pre-Funding Reserve Account will decrease accordingly. Although it is intended that the principal amount of subsequent mortgage loans in Loan Group II sold to the trust will require application of substantially all of the amount deposited into the Group II Pre-Funding Reserve Account on the closing date and it is not currently anticipated that there will be any material principal payments to the Group II Certificates from amounts remaining on deposit in the Group II Pre-Funding Reserve Account, no assurance can be given that such distributions will not occur on the distribution date immediately following the termination of the Group II Pre-Funding Period. In any event, it is unlikely that the depositor will be able to deliver subsequent mortgage loans for Loan Group II with aggregate principal balances that exactly equal the amount deposited into the Group II Pre-Funding Reserve Account on the closing date. The aggregate characteristics of the mortgage loans in Loan Group II in the trust may change upon the acquisition of related subsequent mortgage loans. It is expected that approximately $89,233,329 in subsequent mortgage loans for Loan Group II, which have been identified by the depositor, will be transferred to the trust no later than March 16, 2007.

The Group II Pre-Funding Reserve Account will be established to provide the trustee, on behalf of the trust, with sufficient funds to purchase subsequent mortgage loans for Loan Group II. During the Group II Pre-Funding Period, the related Group II Pre-Funded Amounts will be reduced by the amount used to purchase related subsequent mortgage loans in accordance with the Pooling and Servicing Agreement. Any investment income on funds in the Group II Pre-Funding Reserve Account will be invested in permitted investments selected by the depositor.

To the extent that the Group II Pre-Funded Amount on deposit in the Group II Pre-Funding Reserve Account has not been fully applied to the purchase of subsequent mortgage loans for Loan Group II on or before March 16, 2007, the holders of the Group II Certificates will receive on the distribution date immediately following March 16, 2007, the Remaining Pre-Funded Amount, in accordance with "*Description of the Certificates—Distributions on the Certificates"* in this prospectus supplement.

Any such amount transferred to the Distribution Account for Loan Group II will be included in Principal Funds for payment to the related classes of certificates.

Group II Interest Coverage Account

On the closing date and if required pursuant to the Pooling and Servicing Agreement, the depositor will deposit cash into the Group II Interest Coverage Account. The amount on deposit in the Group II Interest Coverage Account will be specifically allocated to cover shortfalls in interest on each class of group II offered certificates that may arise as a result of the utilization of the Group II Pre-Funding Account for the purchase by the trust of subsequent mortgage loans for Loan Group II after the closing date. Any amounts remaining in the Group II Interest Coverage Account and not needed for such purposes will be paid to the depositor and will not thereafter be available for payment to the group II offered certificateholders. Amounts on deposit in the Group II Interest Coverage Account will be invested in permitted investments selected by the depositor. All such permitted investments are required to mature no later than the business day prior to the next distribution date as specified in the Pooling and Servicing Agreement. The Group II Interest Coverage Account will not be included as an asset of any REMIC created pursuant to the Pooling and Servicing Agreement.

SERVICING OF THE MORTGAGE LOANS

General

EMC will act as the master servicer of the mortgage loans pursuant to the Pooling and Servicing Agreement, dated as of December 1, 2006, among the depositor, EMC, in its capacity as master servicer and seller, and the trustee.

In the event of a default by EMC under the Pooling and Servicing Agreement, the trustee, subject to the provisions of the Pooling and Servicing Agreement, will be required to enforce any remedies against the master servicer and will either find a successor master servicer or will assume the master servicing obligations itself.

The Master Servicer

EMC Mortgage Corporation ("EMC") will act as master servicer under the Pooling and Servicing Agreement. See "*The Sponsor*" in this prospectus supplement.

The principal business of EMC since inception has been specializing in the acquisition, securitization, servicing and disposition of mortgage loans. EMC's portfolio consists primarily of two categories: (1) "performing loans," or performing investment-quality loans serviced for the sponsor's own account or the account of Fannie Mae, Freddie Mac, private mortgage conduits and various institutional investors; and (2) "non-performing loans," or non-investment quality, sub-performing loans, non-performing loans and REO properties serviced for EMC's own account and for the account of investors in securitized performing and non-performing collateral transactions.

EMC will service the mortgage loans in accordance with the description of the applicable servicing procedures contained in this section in the prospectus supplement.

EMC has been servicing residential mortgage loans since 1990. From year end 2004 to September 30, 2006 the loan count of EMC's servicing portfolio grew by approximately 91.4% and the unpaid principal balance of EMC's servicing portfolio grew by approximately 140%.

As of September 30, 2006, EMC was acting as servicer for approximately 259 series of residential mortgage-backed securities and other mortgage loans with an outstanding principal balance of approximately $66.8 billion. The following table describes size, composition and growth of EMC's total residential mortgage loan servicing portfolio as of the dates indicated.

	As of December 31, 2003				As of December 31, 2004			
Loan Type	**No. of Loans**	**Dollar Amount**	**Percent by No. of Loans**	**Percent by Dollar Amount**	**No. of Loans**	**Dollar Amount**	**Percent by No. of Loans**	**Percent by Dollar Amount**
Alt-A Arm	2,439	$ 653,967,868.93	1.40%	4.75%	19,498	$ 4,427,820,707.76	7.96%	15.94%
Alt-A Fixed...	19,396	3,651,416,056.79	11.14	26.51	25,539	4,578,725,473.28	10.43	16.48
PrimeArm	7,978	868,798,347.46	4.58	6.31	8,311	1,045,610,015.30	3.39	3.76
PrimeFixed ...	16,377	1,601,411,491.35	9.40	11.63	14,560	1,573,271,574.42	5.95	5.66
Seconds.....	25,290	690,059,168.80	14.52	5.01	39,486	1,381,961,155.08	16.13	4.98
Subprime	76,166	5,058,932,125.93	43.73	36.73	114,436	13,706,363,249.78	46.74	49.34
Other.....	26,523	1,249,014,372.71	15.23	9.07	23,010	1,063,682,459.11	9.40	3.83
Total.....	174,169	$13,773,599,431.97	100.00%	100.00%	244,840	$ 27,777,434,634.73	100.00%	100.00%

	As of December 31, 2005				As of September 30, 2006			
Loan Type	No. of Loans	Dollar Amount	Percent by No. of Loans	Percent by Dollar Amount	No. of Loans	Dollar Amount	Percent by No. of Loans	Percent by Dollar Amount
Alta-A Arm..	57,510	$ 13,625,934,321.62	12.69%	23.00%	49,349	$ 12,808,629,725.93	10.53%	19.18%
Alt-A Fixed..	17,680	3,569,563,859.33	3.90	6.03	29,790	5,963,962,331.86	6.36	8.93
Prime Arm ...	7,428	1,010,068,678.92	1.64	1.71	6,580	892,567,395.07	1.40	1.34
Prime Fixed .	15,975	2,140,487,565.90	3.52	3.61	15,228	2,175,294,849.14	3.25	3.26
Seconds.....	155,510	7,164,515,426.20	34.31	12.10	163,821	7,935,367,229.73	34.96	11.88
Subprime	142,890	20,373,550,690.52	31.53	34.40	130,821	18,898,856,704.61	27.91	28.30
Other.....	56,216	11,347,144,055.57	12.40	19.16	73,059	18,107,974,659.14	15.59	27.11
Total.....	453,209	$ 59,231,264,598.06	100.00%	100.00%	468,648	$ 66,782,652,895.48	100.00%	100.00%

There have been no appreciable changes to EMC's servicing procedures outside of the normal changes warranted by regulatory and product type changes in the portfolio.

Collection and Other Servicing Procedures

The master servicer will use reasonable efforts to ensure that all payments required under the terms and provisions of the mortgage loans are collected, and will follow collection procedures comparable to the collection procedures of prudent mortgage lenders servicing mortgage loans for their own account, to the extent such procedures will be consistent with the Pooling and Servicing Agreement.

In instances in which a loan is in default, or if default is reasonably foreseeable, and if determined by the master servicer to be in the best interests of the certificateholders, the master servicer may engage, either directly or through subservicers, in a wide variety of loss mitigation practices including waivers, modifications, payment forbearances, partial forgiveness, entering into repayment schedule arrangements, and capitalization of arrearages rather than proceeding with foreclosure or repossession, if applicable. In making that determination, the estimated realized loss that might result if the loan were liquidated would be taken into account. Modifications may have the effect of, among other things, reducing the loan rate, forgiving payments of principal, interest or other amounts owed under the mortgage loan or contract, such as taxes or insurance premiums, extending the final maturity date of the loan, capitalizing delinquent interest and other amounts owed under the mortgage loan or contract, or any combination of these or other modifications. In addition, if the loan is not in default or if default is not reasonably foreseeable, the master servicer may modify the loan only to the extent set forth in the Pooling and Servicing Agreement; provided that, such modification will not result in the imposition of taxes on any REMIC or otherwise adversely affect the REMIC status of the trust. Any modified loan may remain in the related trust, and the reduction in collections resulting from a modification may result in reduced distributions of interest or principal on, or may extend the final maturity of, one or more classes of the related securities.

Certain mortgage loans contain due-on-sale clauses. If a mortgaged property has been or is about to be conveyed by the mortgagor and the master servicer has knowledge thereof, the master servicer will accelerate the maturity of the mortgage loan, to the extent permitted by the terms of the related mortgage note and applicable law. If it reasonably believes that the due-on-sale clause cannot be enforced under applicable law, or would otherwise potentially impair any recovery under a primary mortgage insurance policy, if applicable, the master servicer in some cases with the prior consent of the trustee (not to be unreasonably withheld) may enter into an assumption agreement with the person to whom such property has been or is about to be conveyed, pursuant to which such person becomes liable under the mortgage note and the mortgagor, to the extent permitted by applicable law, remains liable thereon. The master servicer will retain any fee collected for entering into assumption agreements as additional servicing compensation. In regard to circumstances in which the master servicer may be unable to enforce due-on-sale clauses, we refer you to "*Material Legal Aspects of the Loans — Due-on-Sale Clauses in Mortgage Loans*" in the base prospectus. In connection with any such assumption, the interest rate borne by the

related mortgage note may not be changed. Certain other mortgage loans are assumable under some circumstances if, in the sole judgment of the master servicer, the prospective purchaser of a mortgaged property is creditworthy and the security for the mortgage loan is not impaired by the assumption.

The master servicer will establish and maintain, in addition to the protected account described below under "*—Protected Account*," one or more servicing accounts in a depository institution the deposits of which are insured by the FDIC to the maximum extent permitted by law. The master servicer will deposit and retain therein all collections from the mortgagors for the payment of taxes, assessments, insurance premiums, or comparable items as agent of the mortgagors as provided in the Pooling and Servicing Agreement. Each servicing account and the investment of deposits therein will comply with the requirements of the Pooling and Servicing Agreement and will meet the requirements of the rating agencies. Withdrawals of amounts from the servicing accounts may be made only to effect timely payment of taxes, assessments, insurance premiums, or comparable items, to reimburse the master servicer for any advances made with respect to such items, to refund to any mortgagors any sums as may be determined to be overages, to pay interest, if required, to mortgagors on balances in the servicing accounts, to pay earnings not required to be paid to mortgagors to the master servicer, or to clear and terminate the servicing accounts at or at any time after the termination of the Pooling and Servicing Agreement.

The master servicer will maintain errors and omissions insurance and fidelity bonds in certain specified amounts to the extent required under the Pooling and Servicing Agreement.

Hazard Insurance

The master servicer will maintain and keep, or cause to be maintained and kept, with respect to each mortgage loan, in full force and effect for each mortgaged property a hazard insurance policy with extended coverage customary in the area where the mortgaged property is located in an amount equal to the amounts required in the Pooling and Servicing Agreement or in general equal to at least the lesser of the outstanding principal balance of the mortgage loan or the maximum insurable value of the improvements securing such mortgage loan and containing a standard mortgagee clause; but no less than the amount necessary to prevent loss due to the application of any co-insurance provision of the related policy. Any amounts collected by the master servicer under any such hazard insurance policy, other than amounts to be applied to the restoration or repair of the mortgaged property or amounts released to the mortgagor in accordance with normal servicing procedures, will be deposited in the protected account. Any cost incurred in maintaining any such hazard insurance policy will not be added to the amount owing under the mortgage loan for the purpose of calculating monthly distributions to certificateholders, notwithstanding that the terms of the mortgage loan so permit. Such costs will be recoverable by the master servicer out of related late payments by the mortgagor or out of Insurance Proceeds or Liquidation Proceeds or any other amounts in the protected account. The right of the master servicer to reimbursement for such costs incurred will be prior to the right of the trustee to receive any related Insurance Proceeds or Liquidation Proceeds or any other amounts in the protected account.

In general, the standard form of fire and extended coverage policy covers physical damage to or destruction of the improvements on the property by fire, lightning, explosion, smoke, windstorm and hail, riot, strike and civil commotion, subject to the conditions and exclusions particularized in each policy. Although the policies relating to the mortgage loans will be underwritten by different hazard insurers and therefore will not contain identical terms and conditions, the basic terms thereof are dictated by state law. Such policies typically do not cover any physical damage resulting from the following: war, revolution, governmental actions, floods and other water-related causes, earth movement (including earthquakes, landslides and mud flows), nuclear reactions, wet or dry rot, vermin, rodents, insects or domestic animals,

theft and, in certain cases, vandalism and malicious mischief. The foregoing list is merely indicative of certain kinds of uninsured risks and is not intended to be all-inclusive.

Hazard insurance policies covering properties similar to the mortgaged properties typically contain a clause which in effect requires the insured at all times to carry insurance of a specified percentage generally at least 80% of the full replacement value of the improvements on the property in order to recover the full amount of any partial loss. If the insured's coverage falls below this specified percentage, such clause provides that the hazard insurer's liability in the event of partial loss does not exceed the greater of (i) the replacement cost of the improvements less physical depreciation, or (ii) such proportion of the loss as the amount of insurance carried bears to the specified percentage of the full replacement cost of such improvements.

Since the amount of hazard insurance to be maintained on the improvements securing the mortgage loans may decline as the principal balances owing thereon decrease, and since residential properties have historically appreciated in value over time, in the event of partial loss, hazard insurance proceeds may be insufficient to restore fully the damaged property.

Where the property securing a mortgage loan is located at the time of origination in a federally designated flood area, the master servicer will cause with respect to such mortgage loan flood insurance to the extent available and in accordance with industry practices to be maintained. Such flood insurance will generally be in an amount equal to the lesser of (i) the outstanding principal balance of the related mortgage loan, (ii) either (a) the minimum amount required under the terms of coverage to compensate for any damage or loss on a replacement cost basis, or (b) the maximum insurable value of the improvements securing such mortgage loan, and (iii) the maximum amount of such insurance available for the related mortgaged property under either the regular or emergency programs of the National Flood Insurance Program, assuming that the area in which such mortgaged property is located is participating in such program.

The master servicer, on behalf of the trustee and certificateholders, will present claims to the hazard insurer under any applicable hazard insurance policy. As set forth above, all collections under such policies that are not applied to the restoration or repair of the related mortgaged property or released to the mortgagor in accordance with normal servicing procedures are to be deposited in the protected account. The master servicer is required to deposit in the protected account the amount of any deductible under a blanket hazard insurance policy, if applicable.

Realization Upon Defaulted Mortgage Loans

The master servicer will take such action either as such deems to be in the best interest of the trust, or as is consistent with accepted servicing practices or in accordance with established practices for other mortgage loans serviced by the master servicer with respect to defaulted mortgage loans and foreclose upon or otherwise comparably convert the ownership of properties securing defaulted mortgage loans as to which no satisfactory collection arrangements can be made. To the extent set forth in the Pooling and Servicing Agreement, the master servicer will service the property acquired by the trust through foreclosure or deed-in-lieu of foreclosure in accordance with procedures that the master servicer employs and exercises in servicing and administering mortgage loans for its own account and which are in accordance with accepted mortgage servicing practices of prudent lending institutions and Fannie Mae guidelines. The master servicer will not be required to expend its own moneys with respect to the restoration or to make servicing advances with respect to such mortgaged properties unless such entity has determined that (i) such amounts would be recovered, and (ii) it believes such restoration will increase proceeds to the trust following the mortgaged property's eventual liquidation.

Since Insurance Proceeds received in connection with a mortgage loan cannot exceed deficiency claims and certain expenses incurred by the master servicer, no insurance payments will result in a recovery to certificateholders which exceeds the principal balance of the defaulted mortgage loan together with accrued interest thereon at its applicable net mortgage rate.

Servicing Compensation and Payment of Expenses

EMC will not receive a fee in its capacity as master servicer but will receive a servicing fee for the mortgage loans it will service as described below. The master servicer will be entitled to receive a fee as compensation for its activities under the Pooling and Servicing Agreement equal to the servicing fee rate multiplied by the Stated Principal Balance of each mortgage loan serviced by it as of the due date in the month preceding the month in which such distribution date occurs. The servicing fee rate will be 0.500% per annum. Interest shortfalls on mortgage loans in the related loan group resulting from prepayments in full in any calendar month will be offset by the master servicer on the distribution date in the following calendar month to the extent of compensating interest payments as described in this prospectus supplement.

In addition to the primary compensation described above, the master servicer will retain all assumption fees, tax service fees, fees for statements of account payoff and late payment charges, all to the extent collected from mortgagors. The master servicer will not be entitled to retain any prepayment charges or penalties; prepayment charges with respect to the mortgage loans in Loan Group I and penalties will be distributed to the holders of the Class I-P Certificates and prepayment charges with respect to the mortgage loans in Loan Group II and penalties will be distributed to the holders of the Class II-P Certificates.

The master servicer will pay all related expenses incurred in connection with its servicing responsibilities, subject to limited reimbursement as described in this prospectus supplement.

Protected Account

The master servicer will establish and maintain a custodial account, an account referred to in this prospectus supplement as the protected account into which it will deposit daily or at such other time specified in the Pooling and Servicing Agreement with respect to each loan group all collections of principal and interest on any mortgage loans, including principal prepayments, Insurance Proceeds, Liquidation Proceeds, Subsequent Recoveries and the repurchase price for any mortgage loans repurchased, and advances made from the master servicer’s own funds, less the applicable servicing fee. The protected account and amounts at any time credited thereto will comply with the requirements of the Pooling and Servicing Agreement and will meet the requirements of the rating agencies.

With respect to each loan group, the master servicer will retain in the protected account for distribution directly to the trustee the daily collections of interest and principal, Insurance Proceeds, Liquidation Proceeds, Subsequent Recoveries and the repurchase price with respect to any repurchased mortgage loans with respect to the mortgage loans.

On the second business day prior to each distribution date, the master servicer will withdraw from the protected account amounts on deposit therein as described above with respect to each loan group and will remit them to the trustee for deposit in the Distribution Account.

Distribution Account

The trustee will establish and maintain in the name of the trustee, for the benefit of the certificateholders, an account, referred to in this prospectus supplement as the Distribution Account, into which on the second business day prior to each distribution date it will deposit all amounts with respect to each loan group transferred to it by the master servicer from the protected account and all proceeds of any mortgage loans and REO properties with respect to each loan group transferred in connection with the optional termination of such loan group. All amounts deposited to the Distribution Account will be held in the name of the trustee in trust for the benefit of the certificateholders in accordance with the terms and provisions of the Pooling and Servicing Agreement. The amount at any time credited to the Distribution Account may be invested in the name of the trustee, in permitted investments. The trustee will have sole discretion to determine the particular investments made so long as it complies with the investment terms under the Pooling and Servicing Agreement.

Any one or more of the following obligations or securities held in the name of the trustee for the benefit of the certificateholders will be considered a permitted investment:

(i) obligations of the United States or any agency thereof, provided such obligations are backed by the full faith and credit of the United States;

(ii) general obligations of or obligations guaranteed by any state of the United States or the District of Columbia receiving the highest long-term debt rating of each rating agency, or such lower rating as will not result in the downgrading or withdrawal of the ratings then assigned to the certificates by each rating agency, as evidenced in writing;

(iii) commercial or finance company paper which is then receiving the highest commercial or finance company paper rating of each rating agency, or such lower rating as will not result in the downgrading or withdrawal of the ratings then assigned to the certificates by each rating agency, as evidenced in writing;

(iv) certificates of deposit, demand or time deposits, or bankers' acceptances issued by any depository institution or trust company incorporated under the laws of the United States or of any state thereof and subject to supervision and examination by federal and/or state banking authorities (including the trustee in its commercial banking capacity), provided that the commercial paper and/or long term unsecured debt obligations of such depository institution or trust company are then rated one of the two highest long-term and the highest short-term ratings of each such rating agency for such securities, or such lower ratings as will not result in the downgrading or withdrawal of the rating then assigned to the certificates by any rating agency, as evidenced in writing;

(v) guaranteed reinvestment agreements issued by any bank, insurance company or other corporation containing, at the time of the issuance of such agreements, such terms and conditions as will not result in the downgrading or withdrawal of the rating then assigned to the certificates by each rating agency, as evidenced in writing;

(vi) repurchase obligations with respect to any security described in clauses (i) and (ii) above, in either case entered into with a depository institution or trust company (acting as principal) described in clause (v) above;

(vii) securities (other than stripped bonds, stripped coupons or instruments sold at a purchase price in excess of 115% of the face amount thereof) bearing interest or sold at a discount issued by any corporation incorporated under the laws of the United States or any state thereof which, at the time

of such investment, have one of the two highest short term ratings of each rating agency (except if the rating agency is Moody's, such rating will be the highest commercial paper rating of Moody's for any such securities), or such lower rating as will not result in the downgrading or withdrawal of the rating then assigned to the certificates by each rating agency, as evidenced by a signed writing delivered by each rating agency;

(viii) interests in any money market fund (including any such fund managed or advised by the trustee or any affiliate thereof) which at the date of acquisition of the interests in such fund and throughout the time such interests are held in such fund has the highest applicable short term rating by each rating agency or such lower rating as will not result in the downgrading or withdrawal of the ratings then assigned to the certificates by each rating agency, as evidenced in writing;

(ix) short term investment funds sponsored by any trust company or banking association incorporated under the laws of the United States or any state thereof (including any such fund managed or advised by the trustee or the master servicer or any affiliate thereof) which on the date of acquisition has been rated by each rating agency in their respective highest applicable rating category or such lower rating as will not result in the downgrading or withdrawal of the ratings then assigned to the certificates by each rating agency, as evidenced in writing; and

(x) such other investments having a specified stated maturity and bearing interest or sold at a discount acceptable to each rating agency and as will not result in the downgrading or withdrawal of the rating then assigned to the certificates by any rating agency, as evidenced by a signed writing delivered by each rating agency;

On each distribution date, the trustee will withdraw available funds with respect to each loan group from the Distribution Account and make payments to the related certificateholders in accordance with the provisions set forth under "*Description of the Certificates— Distributions on the Certificates*" in this prospectus supplement. The trustee will be entitled to any amounts earned on funds in the Distribution Account. The trustee will also be entitled to be reimbursed for its expenses, costs and liabilities incurred by or reimbursable to it pursuant to the Pooling and Servicing Agreement prior to the distribution of the available funds.

Prepayment Interest Shortfalls and Compensating Interest

When a borrower prepays all of a mortgage loan between due dates, the borrower pays interest on the amount prepaid only to the date of prepayment. When a borrower prepays a portion of a mortgage loan between due dates, the borrower does not pay interest on the amount prepaid. Accordingly, an interest shortfall will result equal to the difference between the amount of interest collected and the amount of interest that would have been due absent such prepayment. We refer to this interest shortfall as a "Prepayment Interest Shortfall." In order to mitigate the effect of any such shortfall in interest distributions to holders of the related offered certificates on any distribution date, generally, the amount of the servicing fee otherwise payable to the master servicer for such month will, to the extent of such shortfall, be deposited by the master servicer in the protected account for distribution to the trustee for deposit in the Distribution Account. We refer to such deposited amounts as "Compensating Interest." Any such deposit or remittance by the master servicer will be reflected in the distributions to holders of the related offered certificates entitled thereto made on the distribution date on which the principal prepayment received would be distributed.

Advances

If the scheduled payment on a mortgage loan (other than any balloon payments) which was due on a related due date is delinquent other than as a result of application of the Relief Act, the master servicer will remit to the trustee within the number of days prior to the related distribution date set forth in the Pooling and Servicing Agreement an amount equal to such delinquency, net of the servicing fee rate except to the extent the master servicer determines any such advance to be nonrecoverable from Liquidation Proceeds, Insurance Proceeds or from future payments on the mortgage loan for which such advance was made. Subject to the foregoing, such advances will be made by the master servicer until the liquidation of the related mortgaged property. Failure by the master servicer to remit any required advance, which failure goes unremedied for the number of days specified in the Pooling and Servicing Agreement would constitute an event of default under the Pooling and Servicing Agreement. See "*Description of the Certificates—Events of Default*" in this prospectus supplement.

The master servicer will discontinue making advances with respect to any second lien mortgage loan that becomes 60 days delinquent. If the master servicer determines that a net recovery is possible through foreclosure proceedings or other disposition of the related second lien mortgage loan that becomes 60 days delinquent, the master servicer may continue making advances on such second lien mortgage loan.

Evidence as to Compliance

The Pooling and Servicing Agreement will provide that on or before March 15 of each year, beginning with the first year after the year in which the cut-off date occurs, each party responsible for the servicing function will provide to the depositor and the trustee a report on an assessment of compliance with the minimum servicing criteria established in Item 1122(d) of Regulation AB (the "AB Servicing Criteria"). The AB Servicing Criteria include specific criteria relating to the following areas: general servicing considerations, cash collection and administration, investor remittances and reporting, and pool asset administration. Such report will indicate that the AB Servicing Criteria were used to test compliance on a platform level basis and will set out any material instances of noncompliance.

The Pooling and Servicing Agreement will also provide that each party responsible for the servicing function will deliver along with its report on assessment of compliance, an attestation report from a firm of independent public accountants on the assessment of compliance with the AB Servicing Criteria.

The Pooling and Servicing Agreement will also provide for delivery to the trustee on or before March 15 of each year a separate annual statement of compliance from each servicer to the effect that, to the best knowledge of the signing officer, the servicer has fulfilled in all material respects its obligations under the Pooling and Servicing Agreement throughout the preceding year or, if there has been a material failure in the fulfillment of any obligation, the statement will specify such failure and the nature and status thereof. The same statement may be provided as the required statement for each relevant pooling and servicing agreement or servicing agreement.

Copies of the annual reports of assessment of compliance, attestation reports, and statements of compliance may be obtained by certificateholders without charge upon written request to the master servicer at the address of the master servicer set forth above under "*The Master Servicer*". These items will be filed with the issuing entity's annual report on Form 10-K, to the extent required under Regulation AB.

Certain Matters Regarding the Master Servicer and the Depositor

The Pooling and Servicing Agreement will provide that the master servicer may not resign from its obligations and duties under the Pooling and Servicing Agreement except (a) upon a determination that its duties thereunder are no longer permissible under applicable law or (b) upon compliance with the following requirements:

- the master servicer has proposed a successor master servicer to the trustee and the trustee has consented thereto, such consents not to be withheld unreasonably;
- the proposed successor is qualified to service mortgage loans on behalf of Fannie Mae or Freddie Mac; and
- the trustee has received written confirmation from each rating agency that the appointment of such successor will not cause that rating agency to reduce, qualify or withdraw its then-current ratings assigned to any class of offered certificates.

In addition, the master servicer may be removed from its obligations and duties as set forth in the Pooling and Servicing Agreement. No such resignation or removal will become effective until the trustee or a successor master servicer has assumed the master servicer's obligations and duties under the Pooling and Servicing Agreement.

The Pooling and Servicing Agreement will further provide that neither the master servicer, nor the depositor nor any director, officer, employee, or agent of the master servicer or the depositor will be under any liability to the trust fund or certificateholders for any action taken or for refraining from the taking of any action in good faith pursuant to the Pooling and Servicing Agreement, or for errors in judgment; provided, however, that neither the master servicer, nor the depositor nor any such person will be protected against any breach of its representations and warranties in the Pooling and Servicing Agreement or any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of duties thereunder or by reason of reckless disregard of obligations and duties thereunder. The Pooling and Servicing Agreement will further provide that the master servicer, the depositor and any director, officer, employee or agent of the master servicer or the depositor will be entitled to indemnification by the trust fund and will be held harmless against any loss, liability or expense incurred in connection with any legal action relating to the Pooling and Servicing Agreement or the certificates, other than any loss, liability or expense related to any specific mortgage loan or mortgage loans and any loss, liability or expense incurred by reason of willful misfeasance, bad faith or gross negligence in the performance of its respective duties thereunder or by reason of reckless disregard of its respective obligations and duties thereunder.

In addition, the Pooling and Servicing Agreement will provide that neither the master servicer nor the depositor will be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its respective responsibilities under the Pooling and Servicing Agreement and which in its opinion may involve it in any expense or liability. Either the master servicer or the depositor may, however, in its discretion undertake any such action which it may deem necessary or desirable with respect to the Pooling and Servicing Agreement and the rights and duties of the parties thereto and the interests of the certificateholders thereunder. In such event, the legal expenses and costs of such action and any liability resulting therefrom will be expenses, costs and liabilities of the trust fund, and the master servicer or the depositor, as the case may be, will be entitled to be reimbursed therefor out of funds otherwise distributable to certificateholders.

Any person into which either the master servicer may be merged or consolidated, or any person resulting from any merger or consolidation to which the master servicer is a party, or any person succeeding to the business of the master servicer, will be the successor of the master servicer under the Pooling and Servicing Agreement, provided that such person is qualified to service mortgage loans on behalf of Fannie Mae or Freddie Mac and further provided that such merger, consolidation or succession does not adversely affect the then-current ratings of any class of offered certificates.

DESCRIPTION OF THE CERTIFICATES

General

The trust will issue the certificates pursuant to the Pooling and Servicing Agreement, which will be filed with the Commission in a current report on Form 8-K following the issuance of the certificates. We refer to the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates collectively in this prospectus supplement as the Class I-A Certificates or the group I senior certificates; and we refer to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates collectively in this prospectus supplement as the Class I-M Certificates or the group I subordinated certificates. We refer to the Class I-A Certificates and Class I-M Certificates collectively in this prospectus supplement as the group I offered certificates ("Group I Offered Certificates"). We refer to the Class I-R-1, Class I-R-2, Class I-R-3 and Class I-RX Certificates collectively in this prospectus supplement as the Class I-R Certificates or the group I residual certificates. We refer to the Class I-A, Class I-M, Class I-R, Class I-CE and Class I-P Certificates collectively in this prospectus supplement as the Group I Certificates. We refer to the Class II-1A-1, Class II-1A-2 and Class II-1A-3 Certificates collectively in this prospectus supplement as the Class II-1A Certificates. We refer to the Class II-1A, Class II-2A and Class II-3A Certificates collectively in this prospectus supplement as the Class II-A Certificates or the group II senior certificates; and we refer to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates collectively in this prospectus supplement as the Class II-M Certificates or the group II subordinated certificates. We refer to the Class II-A Certificates and Class II-M Certificates collectively in this prospectus supplement as the group II offered certificates ("Group II Offered Certificates"). We refer to the Class II-R-1 Certificates and Class II-RX Certificates collectively in this prospectus supplement as the Class II-R Certificates or the group II residual certificates. We refer to the Class II-A, Class II-M, Class II-R, Class II-CE and Class II-P Certificates collectively in this prospectus supplement as the Group II Certificates. We refer to the Class I-A Certificates and Class II-A Certificates in this prospectus supplement collectively as the senior certificates or the Class A Certificates. We refer to the Class I-M Certificates and Class II-M Certificates in this prospectus supplement collectively as the subordinated certificates or the Class M Certificates. We refer to the Class A Certificates and Class M Certificates collectively in this prospectus supplement as the offered certificates. We refer to the Class I-R Certificates and Class II-R Certificates in this prospectus supplement collectively as the residual certificates or Class R Certificates. We refer to the Class I-CE Certificates and Class II-CE Certificates together in this prospectus supplement as the Class CE Certificates. We refer to the Class I-P Certificates and Class II-P Certificates together in this prospectus supplement as the Class P Certificates.

The initial owner of the Class R Certificates is expected to be Bear, Stearns & Co. Inc.

The Group I Certificates and Group II Certificates are not cross-collateralized.

The trust will issue the offered certificates in book-entry form as described below, in minimum dollar denominations of $100,000 and integral multiples of $1.00 in excess thereof, except that one certificate of each class may be issued in the remainder of the class.

Book-Entry Registration

The offered certificates will be issued in book-entry form. Persons acquiring beneficial ownership interests in the book-entry securities will hold their securities through The Depository Trust Company in the United States and through Clearstream, Luxembourg or the Euroclear System in Europe, if they are participants of any of such systems, or indirectly through organizations which are participants. The Depository Trust Company is referred to as "DTC". Clearstream, Luxembourg is referred to as "Clearstream". The Euroclear System is referred to as "Euroclear". The book-entry securities will be issued in one or more certificates that equal the aggregate principal balance of the applicable class or classes of securities and will initially be registered in the name of Cede & Co., the nominee of DTC. Clearstream and Euroclear will hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream's and Euroclear's names on the books of their respective depositaries that in turn will hold such positions in customers' securities accounts in the depositaries' names on the books of DTC. Citibank N.A. will act as the relevant depositary for Clearstream and JPMorgan Chase Bank, N.A. will act as the relevant depositary for Euroclear. Except as described below, no person acquiring a book-entry security will be entitled to receive a physical certificate representing such security. Unless and until physical securities are issued, it is anticipated that the only "securityholder" with respect to a book-entry security will be Cede & Co., as nominee of DTC. Beneficial owners are only permitted to exercise their rights indirectly through participants and DTC.

An Owner's ownership of a book-entry security will be recorded on the records of the brokerage firm, bank, thrift institution or other financial intermediary (each, a "Financial Intermediary") that maintains the beneficial owner's account for such purpose. In turn, the Financial Intermediary's ownership of such book-entry security will be recorded on the records of DTC (or of a DTC participant that acts as agent for the Financial Intermediary, whose interest will in turn be recorded on the records of DTC, if the beneficial owner's Financial Intermediary is not a DTC participant and on the records of Clearstream or Euroclear, as appropriate).

Beneficial owners will receive all distributions allocable to principal and interest with respect to the book-entry securities from the trustee through DTC and DTC participants. While the book-entry securities are outstanding (except under the circumstances described below), under the rules, regulations and procedures creating, governing and affecting DTC and its operations (the "Rules"), DTC is required to make book-entry transfers among participants on whose behalf it acts with respect to the securities. DTC is required to receive and transmit distributions allocable to principal and interest with respect to the securities. Participants and Financial Intermediaries with whom beneficial owners have accounts with respect to securities are similarly required to make book-entry transfers and receive and transmit such distributions on behalf of their respective beneficial owners. Accordingly, although beneficial owners will not possess physical certificates, the Rules provide a mechanism by which beneficial owners will receive distributions and will be able to transfer their beneficial ownership interests in the securities.

Beneficial owners will not receive or be entitled to receive definitive securities, except under the limited circumstances described below. Unless and until definitive securities are issued, beneficial owners who are not participants may transfer ownership of securities only through participants and Financial Intermediaries by instructing such participants and Financial Intermediaries to transfer beneficial ownership interests in the securities by book-entry transfer through DTC for the account of the purchasers of such securities, which account is maintained with their respective participants or Financial Intermediaries. Under the Rules and in accordance with DTC's normal procedures, transfers of ownership of securities will be executed through DTC and the accounts of the respective participants at DTC will be debited and credited. Similarly, the participants and Financial Intermediaries will make debits or credits, as the case may be, on their records on behalf of the selling and purchasing beneficial owners.

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

Transfers between DTC participants will occur in accordance with DTC rules. Transfers between Clearstream participants and Euroclear participants will occur in accordance with their respective rules and operating procedures.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream participants or Euroclear participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant depositary; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the relevant depositary to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Clearstream participants and Euroclear participants may not deliver instructions directly to the relevant depositaries.

DTC is a New York-chartered limited purpose trust company that performs services for its participants, some of which (and/or their representatives) own DTC. In accordance with its normal procedures, DTC is expected to record the positions held by each DTC participant in the book-entry securities, whether held for its own account or as a nominee for another person. In general, beneficial ownership of book-entry securities will be subject to the Rules as in effect from time to time.

Clearstream has advised that it is incorporated under the laws of the Grand Duchy of Luxembourg as a professional depository. Clearstream holds securities for its participating organizations or participants. Clearstream facilitates the clearance and settlement of securities transactions between Clearstream participants through electronic book-entry changes in account of Clearstream participants, eliminating the need for physical movement of securities.

Clearstream provides to Clearstream participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depository, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (the "CSSF"). Clearstream participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream participant, either directly or indirectly.

Distributions, to the extent received by the relevant depository for Clearstream, with respect to the securities held beneficially through Clearstream will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures.

Euroclear was created in 1968 to hold securities for its participants and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for movement of physical securities and any risk from lack of simultaneous transfers of securities and cash. Transactions may be settled in any of 32 currencies, including United States dollars. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described above. Euroclear is operated by Euroclear Bank S.A./NV under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation. Euroclear Bank S.A./NV conducts all operations. All Euroclear securities clearance accounts and Euroclear cash accounts are accounts with Euroclear Bank S.A./NV, not Euroclear Clearance Systems S.C. Euroclear Clearance Systems S.C. establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

Euroclear Bank S.A./NV has advised us that it is licensed by the Belgian Banking and Finance Commission to carry out banking activities on a global basis. As a Belgian bank, it is regulated and examined by the Belgian Banking Commission.

Securities clearance accounts and cash accounts with Euroclear Bank S.A./NV are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System and applicable Belgian law. These terms and conditions, operating procedures and laws govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. Euroclear Bank S.A./NV acts under the Terms and Conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants.

The trustee will make distributions on the book-entry securities on each distribution date to DTC. DTC will be responsible for crediting the amount of such payments to the accounts of the applicable DTC participants in accordance with DTC's normal procedures. Each DTC participant will be responsible for disbursing such payments to the beneficial owners that it represents and to each Financial Intermediary for which it acts as agent. Each such Financial Intermediary will be responsible for disbursing funds to the beneficial owners that it represents.

Under a book-entry format, beneficial owners may experience some delay in their receipt of payments, since the trustee will forward such payments to Cede & Co. Distributions with respect to securities held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream participants or Euroclear participants in accordance with the relevant system's rules and procedures, to the extent received by the relevant depository. Such distributions will be subject to tax reporting in accordance with relevant United States tax laws and regulations. Because DTC can only act on behalf of DTC participants that in turn can only act on behalf of Financial Intermediaries, the ability of a beneficial owner to pledge book-entry securities to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such book-entry securities, may be limited due to the lack of physical certificates for such book-entry securities. In addition, issuance of the book-entry securities in book-entry form may reduce the liquidity of such securities in the secondary market since certain potential investors may be unwilling to purchase securities for which they cannot obtain physical certificates.

Monthly and annual reports of the trust fund will be provided to Cede & Co., as nominee of DTC, and Cede & Co. may make such reports available to beneficial owners upon request, in accordance with the Rules, and to the DTC participants to whose DTC accounts the book-entry securities of such beneficial owners are credited directly or are credited indirectly through Financial Intermediaries.

DTC has advised the trustee that, unless and until definitive securities are issued, DTC will take any action permitted to be taken by the holders of the book-entry securities under the Pooling and Servicing Agreement only at the direction of one or more DTC participants to whose DTC accounts the book-entry securities are credited, to the extent that such actions are taken on behalf of such participants whose holdings include such book-entry securities. Clearstream or Euroclear Bank S.A./NV, as the case may be, will take any other action permitted to be taken by a holder under the Pooling and Servicing Agreement on behalf of a Clearstream participant or Euroclear participant only in accordance with its relevant rules and procedures and subject to the ability of the relevant depositary to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related participants, with respect to some securities which conflict with actions taken with respect to other securities.

Except with respect to the residual certificates, physical certificates representing a security will be issued to beneficial owners only upon the events specified in the Pooling and Servicing Agreement. Such events may include the following:

- we advise the trustee in writing that DTC is no longer willing or able to properly discharge its responsibilities as depository with respect to the securities, and that we or the trustee is unable to locate a qualified successor, or

- we elect to terminate the book-entry system through DTC with the consent of DTC participants.

Additionally, after the occurrence of an event of default under the Pooling and Servicing Agreement, any certificate owner materially and adversely affected thereby may, at its option, request and, subject to the procedures set forth in the Pooling and Servicing Agreement, receive a definitive certificate evidencing such certificate owner's percentage interest in the related class of certificates. Upon the occurrence of any of the events specified in the Pooling and Servicing Agreement, DTC will be required to notify all participants of the availability through DTC of physical certificates. Upon surrender by DTC of the certificates representing the book-entry securities and instruction for re-registration, the trustee will issue the securities in the form of physical certificates, and thereafter the trustee will recognize the holders of such physical certificates as securityholders. Thereafter, payments of principal of and interest on the securities will be made by the trustee directly to securityholders in accordance with the procedures listed in this prospectus supplement and in the Pooling and Servicing Agreement. The final distribution of any security (whether physical certificates or securities registered in the name of Cede & Co.), however, will be made only upon presentation and surrender of such securities on the final distribution date at such office or agency as is specified in the notice of final payment to securityholders.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures to facilitate transfers of securities among participants of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time.

Neither the trust nor the trustee will have any responsibility for any aspect of the records relating to or payments made on account of beneficial ownership interests of the book-entry securities held by Cede & Co., as nominee for DTC, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Glossary

"Applied Realized Loss Amount" with respect to any class of offered certificates and as to any distribution date means the sum of the Realized Losses with respect to the mortgage loans in the related loan group, which have been applied in reduction of the Certificate Principal Balance of such class, minus any related Subsequent Recoveries applied to such Applied Realized Loss Amount.

"Basis Risk Shortfall Carry Forward Amount" as of any distribution date for the offered certificates is the sum of:

- if on such distribution date the Pass-Through Rate for such class is based upon the related Net Rate Cap, the excess, if any, of:

  1. The amount of Current Interest that such class would have been entitled to receive on such distribution date had the applicable Pass-Though Rate been calculated at a per annum rate equal to One-Month LIBOR plus the applicable Margin, over

  2. The amount of Current Interest that such class received on such distribution date at the related Net Rate Cap for such distribution date (such excess being the "Basis Risk Shortfall" for such distribution date); and

- the Basis Risk Shortfall Carry Forward Amount for the previous distribution date not previously paid, together with interest thereon at a rate equal to the applicable Pass-Through Rate for the current distribution date.

"Certificate Principal Balance" with respect to any class of offered certificates and any distribution date is the original certificate principal balance of such class as set forth on the cover page of this prospectus supplement, less the sum of (i) all amounts in respect of principal distributed to such class on previous distribution dates and (ii) any Applied Realized Loss Amounts allocated to such class on previous distribution dates; provided that, the Certificate Principal Balance of any class of Class A Certificates or Class M Certificates with the highest payment priority to which Realized Losses have been allocated will be increased by the amount of any Subsequent Recoveries on the mortgage loans in the related loan group not previously allocated, but not by more than the amount of Realized Losses previously allocated to reduce the Certificate Principal Balance of that certificate. See *"— Allocation of Losses"* in this prospectus supplement.

"Class I-A Certificates" means any of the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates.

"Class I-A Principal Distribution Amount" with respect to the Class I-A Certificates and any applicable distribution date is an amount equal to the lesser of (x) the related Principal Distribution Amount for that distribution date and (y) the excess, if any, of:

- the aggregate Certificate Principal Balance of the Class I-A Certificates immediately prior to such distribution date, over

- the lesser of:

  (a) the product of (i) approximately 40.60% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan

Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

(b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M Certificates" means any of the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates.

"Class I-M-1 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date) and (2) the Certificate Principal Balance of the Class I-M-1 Certificates immediately prior to such distribution date, over
- the lesser of:

  (a) the product of (i) approximately 51.30% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

  (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-2 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount and the Class I-M-1 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date) and (3) the Certificate Principal Balance of the Class I-M-2 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 63.60% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-3 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount and the Class I-M-2 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date) and (4) the Certificate Principal Balance of the Class I-M-3 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 67.40% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

(b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-4 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount, the Class I-M-2 Principal Distribution Amount and the Class I-M-3 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date) and (5) the Certificate Principal Balance of the Class I-M-4 Certificates immediately prior to such distribution date, over

- the lesser of:

  (a) the product of (i) approximately 72.20% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

  (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-5 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal

Distribution Amount, the Class I-M-2 Principal Distribution Amount, the Class I-M-3 Principal Distribution Amount and the Class I-M-4 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class I-M-4 Certificates (after taking into account the payment of the Class I-M-4 Principal Distribution Amount on such distribution date) and (6) the Certificate Principal Balance of the Class I-M-5 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 75.80% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-6 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount, the Class I-M-2 Principal Distribution Amount, the Class I-M-3 Principal Distribution Amount, the Class I-M-4 Principal Distribution Amount and the Class I-M-5 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal

Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class I-M-4 Certificates (after taking into account the payment of the Class I-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class I-M-5 Certificates (after taking into account the payment of the Class I-M-5 Principal Distribution Amount on such distribution date) and (7) the Certificate Principal Balance of the Class I-M-6 Certificates immediately prior to such distribution date, over

- the lesser of:

  (a) the product of (i) approximately 78.80% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

  (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-7 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount, the Class I-M-2 Principal Distribution Amount, the Class I-M-3 Principal Distribution Amount, the Class I-M-4 Principal Distribution Amount, the Class I-M-5 Principal Distribution Amount and the Class I-M-6 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class I-M-4 Certificates (after taking into account the payment of the Class I-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class I-M-5 Certificates (after taking into account the payment of the Class I-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class I-M-6 Certificates (after taking into account the payment of the Class I-M-6 Principal Distribution Amount on such distribution date)

and (8) the Certificate Principal Balance of the Class I-M-7 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 81.80% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-8 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount, the Class I-M-2 Principal Distribution Amount, the Class I-M-3 Principal Distribution Amount, the Class I-M-4 Principal Distribution Amount, the Class I-M-5 Principal Distribution Amount, the Class I-M-6 Principal Distribution Amount and the Class I-M-7 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class I-M-4 Certificates (after taking into account the payment of the Class I-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class I-M-5 Certificates (after taking into account the payment of the Class I-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class I-M-6 Certificates (after taking into account the payment of the Class I-M-6 Principal Distribution Amount on such distribution date), (8) the Certificate Principal Balance of the Class I-M-7 Certificates (after taking into account the payment of the Class I-M-7 Principal Distribution Amount on such distribution date) and (9) the Certificate Principal Balance of the Class I-M-8 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 84.20% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class I-M-9 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class I-A Principal Distribution Amount, the Class I-M-1 Principal Distribution Amount, the Class I-M-2 Principal Distribution Amount, the Class I-M-3 Principal Distribution Amount, the Class I-M-4 Principal Distribution Amount, the Class I-M-5 Principal Distribution Amount, the Class I-M-6 Principal Distribution Amount, the Class I-M-7 Principal Distribution Amount and the Class I-M-8 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class I-A Certificates (after taking into account the payment of the Class I-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class I-M-1 Certificates (after taking into account the payment of the Class I-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class I-M-2 Certificates (after taking into account the payment of the Class I-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class I-M-3 Certificates (after taking into account the payment of the Class I-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class I-M-4 Certificates (after taking into account the payment of the Class I-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class I-M-5 Certificates (after taking into account the payment of the Class I-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class I-M-6 Certificates (after taking into account the payment of the Class I-M-6 Principal Distribution Amount on such distribution date), (8) the Certificate Principal Balance of the Class I-M-7 Certificates (after taking into account the payment of the Class I-M-7 Principal Distribution Amount on such distribution date), (9) the Certificate Principal Balance of the Class I-M-8 Certificates (after taking into account the payment of the Class I-M-8 Principal Distribution Amount on such distribution date)and (10) the Certificate Principal Balance of the Class I-M-9 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 87.50% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) minus approximately $1,610,772.

"Class II-1A Principal Distribution Amount" with respect to the Class II-1A Certificates and any distribution date is the product of the Class II-A Principal Distribution Amount and a fraction, the numerator of which is the Principal Funds for Subgroup II-1 for such distribution date and the denominator of which is the aggregate Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Class II-2A Principal Distribution Amount" with respect to the Class II-2A Certificates and any distribution date is the product of the Class II-A Principal Distribution Amount and a fraction, the numerator of which is the Principal Funds for Subgroup II-2 for such distribution date and the denominator of which is the aggregate Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Class II-3A Principal Distribution Amount" with respect to the Class II-3A Certificates and any distribution date is the product of the Class II-A Principal Distribution Amount and a fraction, the numerator of which is the Principal Funds for Subgroup II-3 for such distribution date and the denominator of which is the aggregate Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Class II-A Principal Distribution Amount" with respect to the Class II-A Certificates and any applicable distribution date is an amount equal to the lesser of (x) the related Principal Distribution Amount for that distribution date and (y) the excess, if any, of:

- the aggregate Certificate Principal Balance of the Class II-A Certificates immediately prior to such distribution date, over
- the lesser of:

    (a) the product of (i) approximately 52.20% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan

Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the related Due Period), and

(b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the prior calendar month with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M Certificates" means any of the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates.

"Class II-M-1 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date) and (2) the Certificate Principal Balance of the Class II-M-1 Certificates immediately prior to such distribution date, over

- the lesser of:

  (a) the product of (i) approximately 62.60% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

  (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-2 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount and the Class II-M-1 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date) and (3) the Certificate Principal Balance of the Class II-M-2 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 69.70% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-3 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount and the Class II-M-2 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date) and (4) the Certificate Principal Balance of the Class II-M-3 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 73.70% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the related Due Period), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the prior calendar month with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-4 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount and the Class II-M-3 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date) and (5) the Certificate Principal Balance of the Class II-M-4 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 77.30% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to

scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-5 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount, the Class II-M-3 Principal Distribution Amount and the Class II-M-4 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class II-M-4 Certificates (after taking into account the payment of the Class II-M-4 Principal Distribution Amount on such distribution date) and (6) the Certificate Principal Balance of the Class II-M-5 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 80.90% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-6 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount, the Class II-M-3 Principal Distribution Amount, the Class II-M-4 Principal Distribution Amount and the Class II-M-5 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class II-M-4 Certificates (after taking into account the payment of the Class II-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class II-M-5 Certificates (after taking into account the payment of the Class II-M-5 Principal Distribution Amount on such distribution date) and (7) the Certificate Principal Balance of the Class II-M-6 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 84.00% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-7 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount, the Class II-M-3 Principal Distribution Amount, the Class II-M-4 Principal Distribution Amount, the Class II-M-5 Principal Distribution Amount and the Class II-M-6 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class II-M-4 Certificates (after taking into account the payment of the Class II-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class II-M-5 Certificates (after taking into account the payment of the Class II-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class II-M-6 Certificates (after taking into account the payment of the Class II-M-6 Principal Distribution Amount on such distribution date) and (8) the Certificate Principal Balance of the Class II-M-7 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 87.00% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-8 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount, the Class II-M-3 Principal Distribution Amount, the Class II-M-4 Principal Distribution Amount, the Class II-M-5 Principal Distribution Amount, the Class II-M-6 Principal Distribution Amount and the Class II-M-7 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of

the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class II-M-4 Certificates (after taking into account the payment of the Class II-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class II-M-5 Certificates (after taking into account the payment of the Class II-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class II-M-6 Certificates (after taking into account the payment of the Class II-M-6 Principal Distribution Amount on such distribution date), (8) the Certificate Principal Balance of the Class II-M-7 Certificates (after taking into account the payment of the Class II-M-7 Principal Distribution Amount on such distribution date) and (9) the Certificate Principal Balance of the Class II-M-8 Certificates immediately prior to such distribution date, over

- the lesser of:

  (a) the product of (i) approximately 88.70% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

  (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Class II-M-9 Principal Distribution Amount" with respect to any applicable distribution date is an amount equal to the lesser of (x) the remaining related Principal Distribution Amount for that distribution date after distribution of the Class II-A Principal Distribution Amount, the Class II-M-1 Principal Distribution Amount, the Class II-M-2 Principal Distribution Amount, the Class II-M-3 Principal Distribution Amount, the Class II-M-4 Principal Distribution Amount, the Class II-M-5 Principal Distribution Amount, the Class II-M-6 Principal Distribution Amount, the Class II-M-7 Principal Distribution Amount and the Class II-M-8 Principal Distribution Amount and (y) the excess, if any, of:

- the sum of (1) the aggregate Certificate Principal Balance of the Class II-A Certificates (after taking into account the payment of the Class II-A Principal Distribution Amount on such distribution date), (2) the Certificate Principal Balance of the Class II-M-1 Certificates (after taking into account the payment of the Class II-M-1 Principal Distribution Amount on such distribution date), (3) the Certificate Principal Balance of the Class II-M-2 Certificates (after taking into account the payment of the Class II-M-2 Principal Distribution Amount on such distribution date), (4) the Certificate Principal

Balance of the Class II-M-3 Certificates (after taking into account the payment of the Class II-M-3 Principal Distribution Amount on such distribution date), (5) the Certificate Principal Balance of the Class II-M-4 Certificates (after taking into account the payment of the Class II-M-4 Principal Distribution Amount on such distribution date), (6) the Certificate Principal Balance of the Class II-M-5 Certificates (after taking into account the payment of the Class II-M-5 Principal Distribution Amount on such distribution date), (7) the Certificate Principal Balance of the Class II-M-6 Certificates (after taking into account the payment of the Class II-M-6 Principal Distribution Amount on such distribution date), (8) the Certificate Principal Balance of the Class II-M-7 Certificates (after taking into account the payment of the Class II-M-7 Principal Distribution Amount on such distribution date), (9) the Certificate Principal Balance of the Class II-M-8 Certificates (after taking into account the payment of the Class II-M-8 Principal Distribution Amount on such distribution date) and (10) the Certificate Principal Balance of the Class II-M-9 Certificates immediately prior to such distribution date, over

- the lesser of:

    (a) the product of (i) approximately 91.40% and (ii) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), and

    (b) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) minus approximately $4,150,127.

"Current Interest" with respect to each class of offered certificates and each distribution date is the interest accrued at the applicable Pass-Through Rate for the applicable accrual period on the Certificate Principal Balance of such class plus any amount previously distributed with respect to interest for such class that is recovered as a voidable preference by a trustee in bankruptcy reduced by any Prepayment Interest Shortfall to the extent not covered by Compensating Interest and any shortfalls resulting from the application of the Relief Act, in each case to the extent allocated to such class of offered certificates described under *"Distributions on the Certificates — Interest Distributions"* in this prospectus supplement.

"Due Period" with respect to any distribution date is the period commencing on the second day of the month preceding the calendar month in which such distribution date occurs and ending at the close of business on the first day of the month in which such distribution date occurs.

"Excess Cashflow" with respect to any distribution date and any loan group is the sum of (i) the Remaining Excess Spread with respect to such loan group for such distribution date and (ii) the related Overcollateralization Release Amount for such distribution date.

"Excess Spread" with respect to any distribution date and any loan group is the excess, if any, of the Interest Funds with respect to the related loan group for such distribution date, over the Current Interest on the related offered certificates and Interest Carry Forward Amounts on the related Class A Certificates (other than any such Interest Carry Forward Amounts paid pursuant to clause 1. under *"Description of the Certificates—Excess Spread and Overcollateralization Provisions"*) on such distribution date.

"Extra Principal Distribution Amount" means any of the Group I Extra Principal Distribution Amount or Group II Extra Principal Distribution Amount.

"Fiscal Quarter" with respect to any quarter is December 1 to February 29 (or the last day in such month), March 1 to May 31, June 1 to August 31, or September 1 to November 30, as applicable.

"Group I Current Specified Enhancement Percentage" with respect to any distribution date, the percentage obtained by dividing (x) the sum of (i) the aggregate Certificate Principal Balance of the Class I-M Certificates and (ii) the Group I Overcollateralization Amount, in each case prior to the distribution of the related Principal Distribution Amount on such distribution date, by (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the end of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month).

"Group I Extra Principal Distribution Amount" with respect to any distribution date is the lesser of (a) the excess, if any, of the Group I Overcollateralization Target Amount for such distribution date, over the Group I Overcollateralization Amount for such distribution date (after giving effect to distributions of principal on the certificates other than any Group I Extra Principal Distribution Amount) and (b) the related Excess Spread for such distribution date.

"Group I Interest Coverage Account" means the account established by the trustee in the name of the trustee and designated "Group I Interest Coverage Account, LaSalle Bank National Association, as trustee for the benefit of holders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10".

"Group I Overcollateralization Amount" with respect to any distribution date is the excess, if any, of (a) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), over (b) the aggregate Certificate Principal Balance of the Group I Offered Certificates on such distribution date (after taking into account the payment of principal other than any Group I Extra Principal Distribution Amount on such certificates).

"Group I Overcollateralization Release Amount" with respect to any distribution date is the lesser of (x) the Principal Funds with respect to Loan Group I for such distribution date and (y) the excess, if any, of (i) the Group I Overcollateralization Amount for such distribution date (assuming that 100% of such Principal Funds is applied as a principal payment on such distribution date) over (ii) the Group I Overcollateralization Target Amount for such distribution date (with the amount pursuant to clause (y) deemed to be $0 if the Group I Overcollateralization Amount is less than or equal to the Group I Overcollateralization Target Amount on that distribution date).

"Group I Overcollateralization Target Amount" with respect to any distribution date (a) prior to the Group I Stepdown Date, approximately 6.25% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the cut-off date, (b) on or after the Group I Stepdown Date and if a Group I Trigger Event is not in effect, the greater of (i) the lesser of (1) approximately 6.25% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the cut-off date and (2) approximately 12.50% of the then current aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month) and (ii) approximately $1,610,772 or (c) on or after the Group I Stepdown Date and if a Group I Trigger Event is in effect, the Group I Overcollateralization Target Amount for the immediately preceding distribution date.

"Group I Pre-Funding Reserve Account" means the account established by the trustee in the name of the trustee and designated the "Group I Pre-Funding Account, LaSalle Bank National Association, as trustee for the benefit of holders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10".

"Group I Pre-Funded Amount" means the amount deposited by the depositor in the Group I Pre-Funding Account on the Closing Date for the mortgage loans in Loan Group I, which amount is, $21,307,349.

"Group I Pre-Funding Period" means the period from the closing date up to and including March 16, 2007, in which the seller may purchase subsequent mortgage loans for Loan Group I for inclusion in the trust with amounts in the Group I Pre-Funding Account.

"Group I Remaining Pre-Funded Amount" means an amount equal to the Group I Pre-Funded Amount minus the amount equal to 100% of the aggregate Stated Principal Balance of the subsequent mortgage loans in Loan Group I transferred to the trust fund during the Group I Pre-Funding Period.

"Group I Stepdown Date" means the later to occur of:

(a) the distribution date occurring in January 2010 and

(b) the first distribution date for which the Group I Current Specified Enhancement Percentage is greater than or equal to approximately 59.40%.

A "Group I Trigger Event" with respect to any distribution date exists if (i) the percentage obtained by dividing (x) the aggregate Stated Principal Balance of mortgage loans in Loan Group I that are 60 or more days delinquent (including for this purpose any such mortgage loans in Loan Group I in bankruptcy or foreclosure and mortgage loans in Loan Group I with respect to which the related mortgaged property has been acquired by the trust) by (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I, as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group I, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group I incurred during the prior calendar month), exceeds 27.00% of the Group I Current Specified Enhancement Percentage or (ii) the aggregate amount of Realized Losses on the mortgage loans in Loan Group I since the cut-off date as a percentage of the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the cut-off date exceeds the applicable percentage set forth below:

January 2010 through December 2010	4.70% with respect to January 2010, plus an additional 1/12th of the difference between 7.40% and 4.70% for each month thereafter
January 2011 through December 2011	7.40% with respect to January 2011, plus an additional 1/12th of the difference between 9.55% and 7.40% for each month thereafter
January 2012 through December 2012	9.55% with respect to January 2012, plus an additional 1/12th of the difference between 10.75% and 9.55% for each month thereafter
January 2013 and thereafter	10.75%

"Group II Current Specified Enhancement Percentage" with respect to any distribution date, the percentage obtained by dividing (x) the sum of (i) the aggregate Certificate Principal Balance of the Class II-M Certificates and (ii) the Group II Overcollateralization Amount, in each case prior to the distribution of the Group II Principal Distribution Amount on such distribution date, by (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the end of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month).

"Group II Extra Principal Distribution Amount" with respect to any distribution date is the lesser of (a) the excess, if any, of the Group II Overcollateralization Target Amount for such distribution date, over the Group II Overcollateralization Amount for such distribution date (after giving effect to distributions of principal on the certificates other than any Group II Extra Principal Distribution Amount) and (b) the related Excess Spread for such distribution date.

"Group II Interest Coverage Account" means the account established by the trustee in the name of the trustee and designated "Group II Interest Coverage Account, LaSalle Bank National Association, as trustee for the benefit of holders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10".

"Group II Overcollateralization Amount" with respect to any distribution date is the excess, if any, of (a) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), over (b) the aggregate Certificate Principal Balance of the Group II Offered Certificates on such distribution date (after taking into account the payment of principal other than any Group II Extra Principal Distribution Amount on such certificates).

"Group II Overcollateralization Release Amount" with respect to any distribution date is the lesser of (x) the Principal Funds with respect to Loan Group II for such distribution date and (y) the excess, if any, of (i) the Group II Overcollateralization Amount for such distribution date (assuming that 100% of such Principal Funds is applied as a principal payment on such distribution date) over (ii) the Group II Overcollateralization Target Amount for such distribution date (with the amount pursuant to clause (y) deemed to be $0 if the Group II Overcollateralization Amount is less than or equal to the Group II Overcollateralization Target Amount on that distribution date).

"Group II Overcollateralization Target Amount" with respect to any distribution date (a) prior to the Group II Stepdown Date, approximately 4.30% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date, (b) on or after the Group II Stepdown Date and if a Group II Trigger Event is not in effect, the greater of (i) the lesser of (1) approximately 4.30% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date and (2) approximately 8.60% of the then current aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month) and (ii) approximately $4,150,127 or (c) on or after the Group II Stepdown Date and if a Group II Trigger Event is in effect, the Group II Overcollateralization Target Amount for the immediately preceding distribution date.

"Group II Pre-Funding Reserve Account" means the account established by the trustee in the name of the trustee and designated the "Group II Pre-Funding Account, LaSalle Bank National Association, as trustee for the benefit of holders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10".

"Group II Pre-Funded Amount" means the amount deposited by the depositor in the Group II Pre-Funding Account on the Closing Date for the mortgage loans in Loan Group II, which amount is, $89,233,329.

"Group II Pre-Funding Period" means the period from the closing date up to and including March 16, 2007, in which the seller may purchase subsequent mortgage loans for Loan Group II for inclusion in the trust with amounts in the Group II Pre-Funding Account.

"Group II Remaining Pre-Funded Amount" means an amount equal to the Group II Pre-Funded Amount minus the amount equal to 100% of the aggregate Stated Principal Balance of the subsequent mortgage loans in Loan Group II transferred to the trust fund during the Group II Pre-Funding Period.

"Group II Stepdown Date" means the later to occur of:

(a) the distribution date occurring in January 2010 and

(b) the first distribution date for which the Group II Current Specified Enhancement Percentage is greater than or equal to approximately 47.80%.

A "Group II Trigger Event" with respect to any distribution date exists if (i) the percentage obtained by dividing (x) the aggregate Stated Principal Balance of mortgage loans in Loan Group II that are 60 or more days delinquent (including for this purpose any such mortgage loans in Loan Group II in bankruptcy or foreclosure and mortgage loans in Loan Group II with respect to which the related mortgaged property has been acquired by the trust) by (y) the aggregate Stated Principal Balance of the

mortgage loans in Loan Group II, as of the last day of the related Due Period (after giving effect to scheduled payments of principal due during the related Due Period with respect to Loan Group II, to the extent received or advanced, and unscheduled collections of principal received during the related Prepayment Period, and after reduction for Realized Losses with respect to Loan Group II incurred during the prior calendar month), exceeds 33.50% of the Group II Current Specified Enhancement Percentage or (ii) the aggregate amount of Realized Losses on the mortgage loans in Loan Group II since the cut-off date as a percentage of the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date exceeds the applicable percentage set forth below:

January 2010 through December 2010.....	3.70% with respect to January 2010, plus an additional 1/12th of the difference between 5.85% and 3.70% for each month thereafter
January 2011 through December 2011.....	5.85% with respect to January 2011, plus an additional 1/12th of the difference between 7.55% and 5.85% for each month thereafter
January 2012 through December 2012.....	7.55% with respect to January 2012, plus an additional 1/12th of the difference between 8.50% and 7.55% for each month thereafter
January 2013 and thereafter.....	8.50%

"Insurance Proceeds" are all proceeds of any insurance policies, to the extent such proceeds are not applied to the restoration of the property or released to the mortgagor in accordance with the master servicer's normal servicing procedures, other than proceeds that represent reimbursement of the master servicer's costs and expenses incurred in connection with presenting claims under the related insurance policies.

"Interest Carry Forward Amount" with respect to each class of offered certificates and any distribution date, is the sum of:

- the excess of:

  (a) Current Interest for such class with respect to such distribution date and any prior distribution dates over

  (b) the amount actually distributed to such class with respect to interest on such distribution dates, and

- interest on such excess (to the extent permitted by applicable law) at the applicable Pass-Through Rate for the related accrual period including the accrual period relating to the current distribution date.

"Interest Coverage Account" means any of the Group I Interest Coverage Account and Group II Interest Coverage Account.

"Interest Funds" with respect to each loan group or subgroup and any distribution date are equal to the sum for such distribution date, without duplication, of:

- all scheduled interest collected in respect of the mortgage loans in the related loan group or subgroup, less the related servicing fee, the trustee fee, the lender paid mortgage insurance fee, if any, and any amounts required to be reimbursed to the sponsor, the master servicer, the trustee, the Supplemental Interest Trust Trustees and the Swap Administrator as provided in the Pooling and Servicing Agreement,

- all advances relating to interest on the mortgage loans in the related loan group or subgroup,

- all Compensating Interest on the mortgage loans in the related loan group or subgroup,

- Liquidation Proceeds and Subsequent Recoveries, to the extent such Liquidation Proceeds and Subsequent Recoveries relate to interest, less all non-recoverable advances relating to interest and certain expenses reimbursed during the prior calendar month, in each case with respect to the mortgage loans in the related loan group or subgroup,

- the interest portion of proceeds of the repurchase of any mortgage loans in the related loan group or subgroup,

- any proceeds from the related Interest Coverage Account, and

- the interest portion of the purchase price of the assets of the trust in the related loan group or subgroup upon exercise by the majority holder of the related Class CE Certificates or the master servicer, as applicable, of the related optional termination right, *minus*

- any related Net Swap Payments or related Swap Termination Payments not due to a related Swap Provider Trigger Event owed to the Swap Administrator for payment to the related Swap Provider for such distribution date (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the related Supplemental Interest Trust Trustee) and any such payments remaining unpaid for prior distribution dates.

"Interest Rate Swap Agreement" means any of the Group I Interest Rate Swap Agreement or Group II Interest Rate Swap Agreement.

"Liquidation Proceeds" are all net proceeds, other than Insurance Proceeds and Subsequent Recoveries, received in connection with the partial or complete liquidation of mortgage loans, whether through trustee's sale, foreclosure sale or otherwise, or in connection with any condemnation or partial release of a mortgaged property, together with the net proceeds received with respect to any mortgaged properties and any other proceeds received with respect to an REO Property, less the sum of related unreimbursed advances, servicing fees and servicing advances and all expenses of liquidation, including property protection expenses and foreclosure and sale costs, including court and reasonable attorneys fees.

"Margin" with respect to Loan Group I and any distribution date on or prior to the first possible group I optional termination date and (i) with respect to the Class I-A-1 Certificates, 0.110% per annum, (ii) with respect to the Class I-A-2 Certificates, 0.200% per annum, (iii) with respect to the Class I-A-3

Certificates, 0.240% per annum, (iv) with respect to the Class I-M-1 Certificates, 0.340% per annum, (v) with respect to the Class I-M-2 Certificates, 0.350% per annum, (vi) with respect to the Class I-M-3 Certificates, 0.380% per annum, (vii) with respect to the Class I-M-4 Certificates, 0.490% per annum, (viii) with respect to the Class I-M-5 Certificates, 0.510% per annum, (ix) with respect to the Class I-M-6 Certificates, 0.580% per annum, (x) with respect to the Class I-M-7 Certificates, 1.800% per annum, (xi) with respect to the Class I-M-8 Certificates, 2.500% per annum, and (xii) with respect to the Class I-M-9 Certificates, 2.500% per annum; and any distribution date after the first possible group I optional termination date, the Margin will increase to (i) with respect to the Class I-A-2 Certificates, 0.400% per annum, (ii) with respect to the Class I-A-3 Certificates, 0.480% per annum, (iii) with respect to the Class I-M-1 Certificates, 0.510% per annum, (iv) with respect to the Class I-M-2 Certificates, 0.525% per annum, (v) with respect to the Class I-M-3 Certificates, 0.570% per annum, (vi) with respect to the Class I-M-4 Certificates, 0.735% per annum, (vii) with respect to the Class I-M-5 Certificates, 0.765% per annum, (viii) with respect to the Class I-M-6 Certificates, 0.870% per annum, (ix) with respect to the Class I-M-7 Certificates, 2.700% per annum, (x) with respect to the Class I-M-8 Certificates 3.750% per annum, and (xi) with respect to the Class I-M-9 Certificates 3.750% per annum; With respect to Loan Group II and any distribution date on or prior to the first possible group II optional termination date and (i) with respect to the Class II-1A-1 Certificates, 0.070% per annum, (ii) with respect to the Class II-1A-2 Certificates, 0.170% per annum, (iii) with respect to the Class II-1A-3 Certificates, 0.240% per annum, (iv) with respect to the Class II-2A Certificates, 0.140% per annum, (v) with respect to the Class II-3A Certificates, 0.140% per annum, (vi) with respect to the Class II-M-1 Certificates, 0.290% per annum, (vii) with respect to the Class II-M-2 Certificates, 0.300% per annum, (viii) with respect to the Class II-M-3 Certificates, 0.330% per annum, (ix) with respect to the Class II-M-4 Certificates, 0.390% per annum, (x) with respect to the Class II-M-5 Certificates, 0.410% per annum, (xi) with respect to the Class II-M-6 Certificates, 0.480% per annum, (xii) with respect to the Class II-M-7 Certificates, 0.900% per annum, (xiii) with respect to the Class II-M-8 Certificates, 1.600% per annum, and (xiv) with respect to the Class II-M-9 Certificates, 2.250% per annum; and any distribution date after the first possible group II optional termination date, the Margin will increase to (i) with respect to the Class II-1A-2 Certificates, 0.340% per annum, (ii) with respect to the Class II-1A-3 Certificates, 0.480% per annum, (iii) with respect to the Class II-2A Certificates, 0.280% per annum, (iv) with respect to the Class II-3A Certificates, 0.280% per annum, (v) with respect to the Class II-M-1 Certificates, 0.435% per annum, (vi) with respect to the Class II-M-2 Certificates, 0.450% per annum, (vii) with respect to the Class II-M-3 Certificates, 0.495% per annum, (viii) with respect to the Class II-M-4 Certificates, 0.585% per annum, (ix) with respect to the Class II-M-5 Certificates, 0.615% per annum, (x) with respect to the Class II-M-6 Certificates, 0.720% per annum, (xi) with respect to the Class II-M-7 Certificates, 1.350% per annum, (xii) with respect to the Class II-M-8 Certificates 2.400% per annum, and (xiii) with respect to the Class II-M-9 Certificates 3.375% per annum.

"Net Rate Cap" with respect to any distribution date and the Group I Offered Certificates, a per annum rate equal to the excess, if any, of (A) the weighted average of the net mortgage rates of the mortgage loans in Loan Group I as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date, over (B) a per annum rate equal to the sum of the Group I Net Swap Payment payable to the Group I Swap Provider and any Group I Swap Termination Payment not due to a Group I Swap Provider Trigger Event payable to the Group I Swap Provider on such distribution date (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group I Supplemental Interest Trust Trustee), divided by the outstanding Stated Principal Balance of the mortgage loans in Loan Group I as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date, multiplied by 12.

With respect to any distribution date and (A)(1) the Class II-1A Certificates, the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-1 as of the related due date prior

to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date; (2) the Class II-2A Certificates, the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-2 as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date; (3) the Class II-3A Certificates, the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-3 as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date; and (4) the Class II-M Certificates, the weighted average of the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-1, Subgroup II-2 and Subgroup II-3 as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date, weighted in proportion to the results of subtracting from the aggregate Stated Principal Balance of the mortgage loans of Subgroup II-1, Subgroup II-2 and Subgroup II-3 the aggregate Certificate Principal Balance of the related group II senior certificates, in each case over (B) a per annum rate equal to the sum of the Group II Net Swap Payment payable to the Group II Swap Provider and any Group II Swap Termination Payment not due to a Group II Swap Provider Trigger Event payable to the Group II Swap Provider on such distribution date (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee), divided by the outstanding Stated Principal Balance of the mortgage loans in Loan Group II as of the related due date prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date, multiplied by 12.

The Net Rate Caps will be adjusted to an effective rate reflecting the accrual of interest on an actual/360 basis. For purposes of calculating the various Net Rate Caps, the "net mortgage rate" of a mortgage loan is equal to the applicable interest rate borne by the mortgage loan less the sum of the respective rates used to calculate the servicing fee, the trustee fee and the lender paid mortgage insurance fee, if any.

"Pass-Through Rate" with respect to each class of offered certificates will be the lesser of (x) the London interbank offered rate for one month United States dollar deposits, which we refer to as One-Month LIBOR, calculated as described under *" — Calculation of One-Month LIBOR"* plus the related Margin, and (y) the related Net Rate Cap.

"Piggyback Loan" is a second lien mortgage loan originated by the same originator to the same borrower at the same time as the first lien mortgage loan, each secured by the same mortgaged property.

"Pre-Funding Reserve Account" means any of the Group I Pre-Funding Reserve Account and the Group II Pre-Funding Reserve Account.

"Pre-Funding Period" means any of the Group I Pre-Funding Period and the Group II Pre-Funding Period.

"Prepayment Period" with respect to a distribution date and each principal prepayment in full, is the period commencing on the 16th day of the month prior to the month in which the related distribution date occurs (or with respect to the first distribution date, the period commencing on the cut-off date) and ending on the 15th day of the month in which such distribution date occurs. With respect to a distribution date and each partial principal prepayment, the calendar month prior to the month in which such distribution date occurs.

"Principal Distribution Amount" with respect to each loan group and distribution date is equal to:

- the related Principal Funds for such distribution date, plus

- any Extra Principal Distribution Amount for the related loan group for such distribution date, less

- any Overcollateralization Release Amount for the related loan group for such distribution date.

"Principal Funds" with respect to each loan group or subgroup and any distribution date are equal to the sum, without duplication, of:

- the scheduled principal collected on the mortgage loans in the related loan group or subgroup during the related Due Period or advanced on or before the related servicer advance date,

- prepayments in respect of the mortgage loans in the related loan group or subgroup, exclusive of any prepayment charges, collected in the related Prepayment Period,

- the Stated Principal Balance of each mortgage loan in the related loan group or subgroup that was repurchased by the sponsor or the master servicer,

- the amount, if any, by which the aggregate unpaid principal balance of any replacement mortgage loans in the related loan group or subgroup is less than the aggregate unpaid principal balance of any deleted mortgage loans in the related loan group or subgroup delivered by the sponsor in connection with a substitution of a mortgage loan,

- all Liquidation Proceeds and Subsequent Recoveries collected during the prior calendar month on the mortgage loans in the related loan group or subgroup, to the extent such Liquidation Proceeds and Subsequent Recoveries relate to principal, less all non-recoverable advances relating to principal reimbursed during the related Due Period,

- any related Remaining Pre-Funded Amounts after the related Pre-Funding Period,

- the principal portion of the purchase price of the assets of the trust related to such loan group or subgroup upon the exercise by the majority holder of the related Class CE Certificates or the master servicer, as applicable, of the related optional termination right, *minus*

- any amounts required to be reimbursed to the sponsor, the master servicer, the trustee, the Supplemental Interest Trust Trustees or the Swap Administrator as provided in the Pooling and Servicing Agreement, and

- any related Net Swap Payments or Swap Termination Payments not due to a related Swap Provider Trigger Event owed to the Swap Administrator for payment to the related Swap Provider for such distribution date (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the related Supplemental Interest Trust Trustee) and any such payments remaining unpaid for prior distribution dates, in each case to the extent not covered by Interest Funds.

"Realized Loss" is the excess of the unpaid Stated Principal Balance of a defaulted mortgage loan plus accrued and unpaid interest thereon at the mortgage rate to the extent not advanced by the master servicer through the last day of the month of liquidation over the net Liquidation Proceeds with respect

thereto. With respect to any mortgage loan that has been modified upon a default or a reasonably foreseeable default, (a)(1) the amount by which the monthly payment of such mortgage loan has been reduced, (2) the sum of any other amounts owing under the mortgage loan that were forgiven and (3) servicing advances that are forgiven and are reimbursable to the master servicer, and (b) any such amount with respect to a monthly payment that was or would have been due in the month immediately following the month in which a principal prepayment or the purchase price of such mortgage loan is received or is deemed to have been received and not paid due to such modification. To the extent that the master servicer receives Subsequent Recoveries with respect to any mortgage loan, the amount of the Realized Loss with respect to that mortgage loan will be reduced to the extent that such recoveries are applied to reduce the Certificate Principal Balance of any class of related certificates on any distribution date.

"Relief Act" means the Servicemembers Civil Relief Act, as amended, or any similar state or local law.

"Remaining Excess Spread" with respect to any distribution date and each loan group is the Excess Spread for such loan group less any Extra Principal Distribution Amount for such loan group, in each case for such distribution date.

"Remaining Pre-Funded Amount" means any of the Group I Remaining Pre-Funded Amount and the Group II Remaining Pre-Funded Amount.

"Stated Principal Balance" of any mortgage loan means with respect to any distribution date the cut-off date principal balance thereof minus the sum of:

(i) the principal portion of the scheduled monthly payments due from mortgagors with respect to such mortgage loan during the related Due Period (and irrespective of any delinquency in their payment);

(ii) all prepayments of principal with respect to such mortgage loan received prior to or during the related Prepayment Period;

(iii) all Liquidation Proceeds to the extent applied by the master servicer as recoveries of principal in accordance with the Pooling and Servicing Agreement that were received by the master servicer as of the close of business on the last day of the calendar month immediately preceding such distribution date, and

(iv) any Realized Loss thereon incurred during the prior calendar month.

The Stated Principal Balance of any liquidated mortgage loan is zero.

All references to the Stated Principal Balance in this prospectus supplement pertain to all mortgage loans, including the subsequent mortgage loans.

"Subgroup II-1 Principal Distribution Amount" with respect to the Class II-1A Certificates and any distribution date is the product of the Principal Distribution Amount related to Loan Group II, and a fraction, the numerator of which is the Principal Funds for Subgroup II-1 for such distribution date and the denominator of which is the Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Subgroup II-1 Swap Notional Allocation Percentage" with respect to any distribution date, is the percentage equivalent of a fraction, the numerator of which is (x) the aggregate Stated Principal Balance

of the mortgage loans in Subgroup II-1 as of the cut-off date, and the denominator of which is (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date.

"Subgroup II-2 Principal Distribution Amount" with respect to the Class II-2A Certificates and any distribution date is the product of the Principal Distribution Amount related to Loan Group II, and a fraction, the numerator of which is the Principal Funds for Subgroup II-2 for such distribution date and the denominator of which is the Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Subgroup II-2 Swap Notional Allocation Percentage" with respect to any distribution date, is the percentage equivalent of a fraction, the numerator of which is (x) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-2 as of the cut-off date, and the denominator of which is (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date.

"Subgroup II-3 Principal Distribution Amount" with respect to the Class II-3A Certificates and any distribution date is the product of the Principal Distribution Amount related to Loan Group II, and a fraction, the numerator of which is the Principal Funds for Subgroup II-3 for such distribution date and the denominator of which is the Principal Funds for Subgroup II-1, Subgroup II-2 and Subgroup II-3 for such distribution date.

"Subgroup II-3 Swap Notional Allocation Percentage" with respect to any distribution date, is the percentage equivalent of a fraction, the numerator of which is (x) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-3 as of the cut-off date, and the denominator of which is (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group II as of the cut-off date.

"Subsequent Cut-off Date**"** means with respect to those subsequent mortgage loans sold to the trust fund pursuant to a subsequent transfer instrument, the later of (i) the first day of the month in which the related subsequent transfer date occurs or (ii) the date of origination of such mortgage loan.

"Subsequent Transfer Date**"** means with respect to each subsequent transfer instrument, the date on which the subsequent mortgage loans are sold to the trust, which date will be a business day.

"Subsequent Recoveries" means subsequent recoveries, net of reimbursable expenses, with respect to mortgage loans that have been previously liquidated and that resulted in a Realized Loss.

"Unpaid Realized Loss Amount" with respect to the related Class A Certificates and as to any distribution date is the excess of:

- Applied Realized Loss Amounts with respect to such class over
- the sum of all distributions in reduction of the Applied Realized Loss Amounts of such class on all previous distribution dates.

Any amounts distributed to the related Class A Certificates in respect of any related Unpaid Realized Loss Amount will not be applied to reduce the Certificate Principal Balance of such class.

Calculation of One-Month LIBOR

On the second LIBOR business day preceding the commencement of each accrual period, for the offered certificates bearing interest at an adjustable rate, which date we refer to as an interest determination date, the trustee will determine One-Month LIBOR for such accrual period on the basis of

such rate as it appears on Telerate Screen Page 3750, as of 11:00 a.m. London time on such interest determination date. If such rate does not appear on such page, or such other page as may replace that page on that service, or if such service is no longer offered, such other service for displaying LIBOR or comparable rates as may be reasonably selected by the trustee, One-Month LIBOR for the applicable accrual period will be the Reference Bank Rate. If no such quotations can be obtained and no Reference Bank Rate is available, One-Month LIBOR will be the One-Month LIBOR applicable to the preceding accrual period.

The Reference Bank Rate with respect to any accrual period, means the arithmetic mean, rounded upwards, if necessary, to the nearest whole multiple of 0.03125%, of the offered rates for United States dollar deposits for one month that are quoted by the Reference Banks, as described below, as of 11:00 a.m., New York City time, on the related interest determination date to prime banks in the London interbank market for a period of one month in amounts approximately equal to the aggregate Certificate Principal Balance of all classes of offered certificates bearing interest at an adjustable rate for such accrual period, provided that at least two such Reference Banks provide such rate. If fewer than two offered rates appear, the Reference Bank Rate will be the arithmetic mean, rounded upwards, if necessary, to the nearest whole multiple of 0.03125%, of the rates quoted by one or more major banks in New York City, selected by the trustee, as of 11:00 a.m., New York City time, on such date for loans in U.S. dollars to leading European banks for a period of one month in amounts approximately equal to the aggregate Certificate Principal Balance of all classes of offered certificates bearing interest at an adjustable rate for such accrual period. As used in this section, "LIBOR Business Day" means a day on which banks are open for dealing in foreign currency and exchange in London and New York City; and "Reference Banks" means leading banks selected by the trustee and engaged in transactions in Eurodollar deposits in the international Eurocurrency market:

- with an established place of business in London,
- which have been designated as such by the trustee and
- which are not controlling, controlled by, or under common control with, the depositor, the sponsor or the master servicer.

The establishment of One-Month LIBOR on each interest determination date by the trustee and the trustee's calculation of the rate of interest applicable to the classes of offered certificates bearing interest at an adjustable rate for the related accrual period will, in the absence of manifest error, be final and binding.

Distributions on the Certificates

General. On each distribution date, the trustee will make distributions on the certificates to the persons in whose names such certificates are registered at the related record date.

The trustee will make distributions on each distribution date by wire transfer in immediately available funds to the account of a certificateholder at a bank or other depository institution having appropriate wire transfer facilities as instructed by a certificateholder in writing in accordance with the Pooling and Servicing Agreement. If no such instructions are given to the trustee, then the trustee will make such distributions by check mailed to the address of the person entitled thereto as it appears on the certificate register; provided, however, that the final distribution in retirement of the certificates will be made only upon presentation and surrender of such certificates at the offices of the trustee designated for such purposes. As of the closing date, the trustee designates its offices located at 135 South LaSalle Street, Suite 1511, Chicago, Illinois 60603 for purposes of surrender, transfer and exchange. On each

distribution date, a holder of a certificate will receive such holder's percentage interest of the amounts required to be distributed with respect to the applicable class of certificates. The percentage interest evidenced by a certificate will equal the percentage derived by dividing the denomination of such certificate by the aggregate denominations of all certificates of the applicable class.

Interest Distributions. On each distribution date, the trustee will withdraw the related available funds from the Distribution Account for such distribution date and apply Interest Funds for each loan group in the following manner and order of priority:

1. From Interest Funds in respect of Loan Group I:

(a) To the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates, the Current Interest and then any Interest Carry Forward Amount for such classes, pro rata in accordance with the amount of accrued interest due thereon; and

(b) From remaining related Interest Funds sequentially, to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, the Current Interest for each such class.

2. From Interest Funds in respect of Loan Group II:

(a) From Interest Funds related to Subgroup II-1, to the Class II-1A-1, Class II-1A-2 and Class II-1A-3 Certificates, the Current Interest and then any Interest Carry Forward Amount for such classes, pro rata in accordance with the amount of accrued interest due thereon; and

(b) From Interest Funds related to Subgroup II-2, to the Class II-2A Certificates, the Current Interest and then any Interest Carry Forward Amount for such class;

(c) From Interest Funds related to Subgroup II-3, to the Class II-3A Certificates, the Current Interest and then any Interest Carry Forward Amount for such class;

(i) From remaining Interest Funds in respect of Subgroup II-1, to the Class II-2A Certificates and Class II-3A Certificates, the remaining Current Interest, if any, and the remaining Interest Carry Forward Amount, if any, for such classes, pro rata in accordance with the amount of accrued interest due thereon;

(ii) From remaining Interest Funds in respect of Subgroup II-2, to the Class II-1A Certificates and Class II-3A Certificates, the remaining Current Interest, if any, and the remaining Interest Carry Forward Amount, if any, for such classes, pro rata in accordance with the amount of accrued interest due thereon; and

(iii) From remaining Interest Funds in respect of Subgroup II-3, to the Class II-1A Certificates and Class II-2A Certificates, the remaining Current Interest, if any, and the remaining Interest Carry Forward Amount, if any, for such classes, pro rata in accordance with the amount of accrued interest due thereon; and

(d) From remaining Interest Funds in respect of Loan Group II, sequentially, to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, the Current Interest for each such class.

On any distribution date, any shortfalls resulting from the application of the Relief Act for the related loan group and any Prepayment Interest Shortfalls to the extent not covered by Compensating Interest for the related loan group will be allocated, *first*, in reduction of amounts otherwise distributable to the related Class CE Certificates, *and thereafter*, to the accrued interest payable to the related offered certificates on such distribution date, on a pro rata basis, based on the respective amounts of accrued interest due on such certificates for such distribution date. The holders of the related offered certificates will be entitled to reimbursement for any such interest shortfalls with interest thereon solely from the related Excess Spread to the extent of funds available as described under *"—Excess Spread and Overcollateralization Provisions"*. The holders of the related offered certificates will not otherwise be entitled to reimbursement for any such interest shortfalls.

Any Excess Spread in respect of Loan Group I to the extent necessary to meet a level of overcollateralization equal to the Group I Overcollateralization Target Amount will be the Group I Extra Principal Distribution Amount and will be included as part of the Principal Distribution Amount for the Group I Offered Certificates and distributed as described below under "*—Principal Distributions*". Any Excess Spread in respect of Loan Group I remaining after the distribution of the Group I Extra Principal Distribution amount will be the Remaining Excess Spread for Loan Group I and, together with any Group I Overcollateralization Release Amount, will be applied as Excess Cashflow for Loan Group I as described under *"—Excess Spread and Overcollateralization Provisions"*.

Any Excess Spread in respect of Loan Group II to the extent necessary to meet a level of overcollateralization equal to the Group II Overcollateralization Target Amount will be the Group II Extra Principal Distribution Amount and will be included as part of the Principal Distribution Amount for the Group II Offered Certificates and distributed as described below under "*—Principal Distributions*". Any Excess Spread in respect of Loan Group II remaining after the distribution of the Group II Extra Principal Distribution Amount will be the Remaining Excess Spread for Loan Group II and, together with any Group II Overcollateralization Release Amount, will be applied as Excess Cashflow for Loan Group II as described under *"—Excess Spread and Overcollateralization Provisions"*.

Principal Distributions.

Loan Group I

On each distribution date, the trustee will apply the Principal Distribution Amount for Loan Group I for such distribution date in the following manner and order of priority:

(A) For each distribution date (i) prior to the Group I Stepdown Date or (ii) on which a Group I Trigger Event is in effect:

1. To the Class I-A Certificates, the related Principal Distribution Amount for such distribution date, sequentially to the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates, in that order, in each case until the Certificate Principal Balance thereof is reduced to zero;

2. To the Class I-M-1 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

3. To the Class I-M-2 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

4. To the Class I-M-3 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

5. To the Class I-M-4 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

6. To the Class I-M-5 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

7. To the Class I-M-6 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

8. To the Class I-M-7 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

9. To the Class I-M-8 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero; and

10. To the Class I-M-9 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, until the Certificate Principal Balance thereof is reduced to zero.

(B) For each distribution date on or after the Group I Stepdown Date, so long as a Group I Trigger Event is not in effect:

1. To the Class I-A Certificates, the Class I-A Principal Distribution Amount for such distribution date, sequentially to the Class I-A-1, Class I-A-2 and Class I-A-3 Certificates, in that order, in each case until the Certificate Principal Balance thereof is reduced to zero:

2. To the Class I-M-1 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-1 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

3. To the Class I-M-2 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-2 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

4. To the Class I-M-3 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-3 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

5. To the Class I-M-4 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-4 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

6. To the Class I-M-5 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-5 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

7. To the Class I-M-6 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-6 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

8. To the Class I-M-7 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-7 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

9. To the Class I-M-8 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-8 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero; and

10. To the Class I-M-9 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group I for such distribution date, the Class I-M-9 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero.

Notwithstanding the foregoing clauses (A) and (B), to the extent a Group I Net Swap Payment or Group I Swap Termination Payment is payable from principal collections related to Loan Group I, Principal Distribution Amounts with respect to Loan Group I will be deemed paid to the most subordinate class of related certificates (other than the Class I-R Certificates and Class I-P Certificates), until the Certificate Principal Balance thereof has been reduced to zero.

Loan Group II

On each distribution date, the trustee will apply the Principal Distribution Amount for Loan Group II for such distribution date in the following manner and order of priority:

(A) For each distribution date (i) prior to the Group II Stepdown Date or (ii) on which a Group II Trigger Event is in effect:

1. To the Class II-A Certificates, the related Principal Distribution Amount for such distribution date to be distributed as follows:

(a) From the Subgroup II-1 Principal Distribution Amount for such distribution date, sequentially to the Class II-1A-1, Class II-1A-2 and Class II-1A-3 Certificates, in that order, in each case until the Certificate Principal Balance thereof is reduced to zero;

(b) From the Subgroup II-2 Principal Distribution Amount for such distribution date, to the Class II-2A Certificates, until the Certificate Principal Balance thereof is reduced to zero; and

(c) From the Subgroup II-3 Principal Distribution Amount for such distribution date, to the Class II-3A Certificates, until the Certificate Principal Balance thereof is reduced to zero;

2. To the Class II-M-1 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

3. To the Class II-M-2 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

4. To the Class II-M-3 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

5. To the Class II-M-4 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

6. To the Class II-M-5 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

7. To the Class II-M-6 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

8. To the Class II-M-7 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

9. To the Class II-M-8 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero; and

10. To the Class II-M-9 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, until the Certificate Principal Balance thereof is reduced to zero.

(B) For each distribution date on or after the Group II Stepdown Date, so long as a Group II Trigger Event is not in effect:

1. To the Class II-A Certificates, the related Principal Distribution Amount for such distribution date to be distributed as follows:

(a) From the Subgroup II-1 Principal Distribution Amount for such distribution date, sequentially to the Class II-1A-1, Class II-1A-2 and Class II-1A-3 Certificates, in that order, the Class II-1A Principal Distribution Amount for such distribution date, in each case until the Certificate Principal Balance thereof is reduced to zero;

(b) From the Subgroup II-2 Principal Distribution Amount for such distribution date, to the Class II-2A Certificates, the Class II-2A Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero; and

(c) From the Subgroup II-3 Principal Distribution Amount for such distribution date, to the Class II-3A Certificates, the Class II-3A Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

2. To the Class II-M-1 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-1 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

3. To the Class II-M-2 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-2 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

4. To the Class II-M-3 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-3 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

5. To the Class II-M-4 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-4 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

6. To the Class II-M-5 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-5 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

7. To the Class II-M-6 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-6 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

8. To the Class II-M-7 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-7 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero;

9. To the Class II-M-8 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-8 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero; and

10. To the Class II-M-9 Certificates, from any remaining Principal Distribution Amount in respect of Loan Group II for such distribution date, the Class II-M-9 Principal Distribution Amount for such distribution date, until the Certificate Principal Balance thereof is reduced to zero.

Notwithstanding the provisions of clauses (A) and (B) above, with respect to Loan Group II, if on any distribution date the Class II-A Certificates related to a subgroup are no longer outstanding, the portion of the applicable Principal Distribution Amount or the applicable Class II-A Principal Distribution Amount, as applicable, otherwise allocable to such Class II-A Certificates will be allocated to the remaining subgroup or subgroups of Class II-A Certificates pro rata based on the Certificate Principal Balance after taking into account principal payments pursuant to clauses (A) and (B) above, until the Certificate Principal Balances thereof have been reduced to zero.

Notwithstanding the foregoing clauses (A) and (B), to the extent a Group II Net Swap Payment or Group II Swap Termination Payment is payable from principal collections from Loan Group II, Principal Distribution Amounts with respect to Loan Group II will be deemed paid to the most subordinate class of related certificates (other than the Class II-R Certificates and Class II-P Certificates), until the Certificate Principal Balance thereof has been reduced to zero.

Excess Spread and Overcollateralization Provisions

Group I Certificates

Excess Spread for Loan Group I will be required to be applied as a Group I Extra Principal Distribution Amount and distributed as part of the related Principal Distribution Amount as described above under *"—Distributions on the Certificates—Principal Distributions"* with respect to the Group I Offered Certificates whenever the Group I Overcollateralization Amount is less than the Group I Overcollateralization Target Amount. Any Remaining Excess Spread with respect to Loan Group I, together with any Group I Overcollateralization Release Amount, will be distributed in the following manner and order of priority:

1. To the Class I-A Certificates, (a) *first*, any remaining Interest Carry Forward Amount for such classes, pro rata in accordance with the Interest Carry Forward Amount due with respect to each such class, to the extent not fully paid as described under "*—Interest Distributions*" above and to the extent not covered by amounts paid to the trust pursuant to the Group I Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement, and (b) *second*, any Unpaid Realized Loss Amount for such classes for such distribution date, pro rata, in accordance with the Applied Realized Loss Amount allocated to each such class;

2. From any remaining Excess Cashflow with respect to Loan Group I, sequentially to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, an amount equal to any Interest Carry Forward Amount to the extent not covered by amounts paid to the trust pursuant to the Group I Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

3. From any remaining Excess Cashflow with respect to Loan Group I, to the Class I-A Certificates, any Basis Risk Shortfall Carry Forward Amount for such classes for such distribution date, pro rata based on the amount of such Basis Risk Shortfall Carry Forward Amount payable to each such class, if any, to the extent not covered by amounts paid to the trust pursuant to the Group I Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

4. From any remaining Excess Cashflow with respect to Loan Group I, sequentially to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, any Basis Risk Shortfall Carry Forward Amount for such classes for such distribution date to the extent not covered by amounts paid to the trust pursuant to the Group I Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

5. From any remaining Excess Cashflow with respect to Loan Group I, to the Class I-A Certificates, on a pro rata basis, based on the entitlement of each such class, and then sequentially to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, the amount of related shortfalls resulting from the application of the Relief Act and any Prepayment Interest Shortfalls allocated to such classes of certificates, to the extent not previously reimbursed;

6. From any remaining Excess Cashflow with respect to Loan Group I, to the Swap Administrator for payment to the Group I Swap Provider, the amount of any Group I Swap Termination Payment resulting from a Group I Swap Provider Trigger Event not previously paid (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group I Supplemental Interest Trust Trustee);

7. From any remaining Excess Cashflow with respect to Loan Group I, to the Class I-CE Certificates an amount specified in the Pooling and Servicing Agreement; and

8. From any remaining Excess Cashflow with respect to Loan Group I, to the Class I-R Certificates as described in the Pooling and Servicing Agreement.

In addition, notwithstanding the foregoing, on any distribution date after the distribution date on which the Certificate Principal Balance of a class of Group I Offered Certificates has been reduced to zero, that class of certificates will be retired and will no longer be entitled to distributions, including distributions in respect of Prepayment Interest Shortfalls or Basis Risk Shortfalls.

Group II Certificates

Excess Spread for Loan Group II will be required to be applied as a Group II Extra Principal Distribution Amount and distributed as part of the related Principal Distribution Amount as described above under *"—Distributions on the Certificates—Principal Distributions"* with respect to the Group II

Offered Certificates whenever the Group II Overcollateralization Amount is less than the Group II Overcollateralization Target Amount. Any Remaining Excess Spread with respect to Loan Group II, together with any Group II Overcollateralization Release Amount, will be distributed in the following manner and order of priority:

1. To the Class II-A Certificates, (a) *first*, any remaining Interest Carry Forward Amount for such classes, pro rata in accordance with the Interest Carry Forward Amount due with respect to each such class, to the extent not fully paid as described under "*—Interest Distributions*" above and to the extent not covered by amounts paid to the trust pursuant to the Group II Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement, and (b) *second*, any Unpaid Realized Loss Amount for such classes for such distribution date, pro rata, in accordance with the Applied Realized Loss Amount allocated to each such class;

2. From any remaining Excess Cashflow with respect to Loan Group II, sequentially to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, an amount equal to any Interest Carry Forward Amount to the extent not covered by amounts paid to the trust pursuant to the Group II Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

3. From any remaining Excess Cashflow with respect to Loan Group II, to the Class II-A Certificates, any Basis Risk Shortfall Carry Forward Amount for such classes for such distribution date, pro rata based on the amount of such Basis Risk Shortfall Carry Forward Amount payable to each such class, if any, to the extent not covered by amounts paid to the trust pursuant to the Group II Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

4. From any remaining Excess Cashflow with respect to Loan Group II, sequentially to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, any Basis Risk Shortfall Carry Forward Amount for such classes for such distribution date to the extent not covered by amounts paid to the trust pursuant to the Group II Interest Rate Swap Agreement and the Swap Administration Agreement as described in this prospectus supplement;

5. From any remaining Excess Cashflow with respect to Loan Group II, to the Class II-A Certificates, on a pro rata basis, based on the entitlement of each such class, and then sequentially to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, the amount of related shortfalls resulting from the application of the Relief Act and any Prepayment Interest Shortfalls allocated to such classes of certificates, to the extent not previously reimbursed;

6. From any remaining Excess Cashflow with respect to Loan Group II, to the Swap Administrator for payment to the Group II Swap Provider, the amount of any Group II Swap Termination Payment resulting from a Group II Swap Provider Trigger Event not previously paid (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee);

7. From any remaining Excess Cashflow with respect to Loan Group II, to the Class II-CE Certificates an amount specified in the Pooling and Servicing Agreement; and

8. From any remaining Excess Cashflow with respect to Loan Group II, to the Class R Certificates as described in the Pooling and Servicing Agreement.

In addition, notwithstanding the foregoing, on any distribution date after the distribution date on which the Certificate Principal Balance of a class of Group II Offered Certificates has been reduced to zero, that class of certificates will be retired and will no longer be entitled to distributions, including distributions in respect of Prepayment Interest Shortfalls or Basis Risk Shortfalls.

Table of Fees and Expenses

The following table indicates the fees and expenses to be paid from the cash flows from the mortgage loans and other assets of the trust fund, while the offered certificates are outstanding.

All fees are expressed in percentages, at an annualized rate, applied to the outstanding aggregate principal balance of the mortgage loans.

Item	Fee	Paid From
Servicing Fee[(1)]	0.500% per annum	mortgage loan interest collections

(1) The servicing fee is paid on a first priority basis from collections allocable to interest on the related mortgage loans, prior to distributions to related certificateholders.

Allocation of Losses

Any Realized Losses on the mortgage loans in Loan Group I will be applied on any distribution date as follows: first, to Excess Spread for Loan Group I through an increased distribution of the Group I Extra Principal Distribution Amount, second, in reduction of any Group I Overcollateralization Amount, third, to the Class I-M-9 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, fourth, to the Class I-M-8 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, fifth, to the Class I-M-7 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, sixth, to the Class I-M-6 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, seventh, to the Class I-M-5 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, eighth, to the Class I-M-4 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, ninth, to the Class I-M-3 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, tenth, to the Class I-M-2 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, eleventh, to the Class I-M-1 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, and twelfth, to the Class I-A Certificates, on a pro rata basis, in reduction of the Certificate Principal Balances thereof, until reduced to zero. Any reduction to the Certificate Principal Balance of a certificate is an Applied Realized Loss Amount.

Any Realized Losses on the mortgage loans in Loan Group II will be applied on any distribution date as follows: first, to Excess Spread for Loan Group II through an increased distribution of the Group II Extra Principal Distribution Amount, second, in reduction of any Group II Overcollateralization Amount, third, to the Class II-M-9 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, fourth, to the Class II-M-8 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, fifth, to the Class II-M-7 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, sixth, to the Class II-M-6 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, seventh, to the Class II-M-5 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, eighth, to the Class II-M-4 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, ninth, to the Class II-M-3 Certificates, in reduction of the Certificate Principal Balance thereof, until

reduced to zero, tenth, to the Class II-M-2 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, eleventh, to the Class II-M-1 Certificates, in reduction of the Certificate Principal Balance thereof, until reduced to zero, twelfth, to the related class or classes of Class II-A Certificates, on a pro rata basis, in reduction of the Certificate Principal Balances thereof, until reduced to zero, and thirteenth, to the unrelated class or classes of Class II-A Certificates, on a pro rata basis, in reduction of the Certificate Principal Balances thereof, until reduced to zero. Any reduction to the Certificate Principal Balance of a certificate is an Applied Realized Loss Amount.

Once Realized Losses have been allocated to a class of certificates, such amounts with respect to such certificates will no longer accrue interest nor will such amounts in respect of interest be reinstated thereafter. However, Applied Realized Loss Amounts may be repaid to the holders of the related Class A Certificates from Remaining Excess Spread for the related loan group, according to the priorities set forth under "*—Excess Spread and Overcollateralization Provisions*" above.

No reduction of the Certificate Principal Balance of any class of Class A Certificates or Class M Certificates will be made on any distribution date on account of Realized Losses with respect to a loan group to the extent that such reduction would have the effect of reducing the aggregate Certificate Principal Balance of all of the classes of related offered certificates as of such distribution date to an amount less than the Stated Principal Balances of the mortgage loans in the related loan group as of the related due date.

Any allocation of a Realized Loss to a certificate will be made by reducing the Certificate Principal Balance thereof by the amount so allocated as of the distribution date in the month following the calendar month in which such Realized Loss was incurred. Notwithstanding anything to the contrary described in this prospectus supplement, in no event will the Certificate Principal Balance of any related Class A Certificate be reduced more than once in respect of any particular amount both (i) allocable to such certificate in respect of Realized Losses and (ii) payable as principal to the holder of such certificate from remaining Excess Cashflow with respect to such loan group.

In the event that the master servicer receives any Subsequent Recoveries with respect to a loan group, such Subsequent Recoveries will be distributed in accordance with the priorities described under *"Description of the Certificates — Distributions on the Certificates"* in this prospectus supplement, and the Certificate Principal Balance of each class of related offered certificates that has been reduced by the allocation of a Realized Loss to such class will be increased, in order of seniority, by the amount of such Subsequent Recoveries. Holders of such classes of certificates will not be entitled to any payment in respect of Current Interest on the amount of such increases for any accrual period preceding the distribution date on which such increase occurs. Any Subsequent Recoveries with respect to a loan group that are received during a Prepayment Period will be included as a part of the related Interest Funds or related Principal Funds, as the case may be, for the related distribution date.

Reports to Certificateholders

On each distribution date, the trustee will make available to each certificateholder, the master servicer and the depositor a statement generally setting forth, among other information:

1. the applicable record dates, accrual periods, determination dates for calculating distributions and general distribution dates;

2. with respect to each loan group, the total cash flows received and the general sources thereof;

3. the amount, if any, of fees or expenses accrued and paid, with an identification of the payee and the general purpose of such fees;

4. with respect to each loan group, the amount of the related distribution to holders of the offered certificates (by class) allocable to principal, separately identifying (A) the aggregate amount of any principal prepayments included therein, (B) the aggregate of all scheduled payments of principal included therein and (C) any Extra Principal Distribution Amount included therein;

5. with respect to each loan group, the amount of such distribution to holders of the offered certificates (by class) allocable to interest and the portion thereof, if any, provided by the related Interest Rate Swap Agreement and the amount of coverage remaining under either credit enhancement with respect to each loan group;

6. with respect to each loan group, the Interest Carry Forward Amounts and any Basis Risk Shortfall Carry Forward Amounts for the related offered certificates (if any);

7. with respect to each loan group, the Certificate Principal Balance of the related offered certificates before and after giving effect to the distribution of principal and allocation of Applied Realized Loss Amounts on such distribution date;

8. with respect to each loan group, the number and Stated Principal Balance of all the mortgage loans for the following distribution date, together with updated pool composition information;

9. the Pass-Through Rate for each class of offered certificates for such distribution date and whether such rate was based on an interest rate cap;

10. with respect to each loan group, the aggregate amount of advances included in the distributions on the distribution date (including the general purpose of such advances), the aggregate amount of unreimbursed advances as of the end of the Due Period and the general source of funds for reimbursements;

11. with respect to each loan group, the number and aggregate Stated Principal Balance of the mortgage loans (A) delinquent, exclusive of mortgage loans in foreclosure, (1) 30 days delinquent, (2) 60 days delinquent and (3) 90 days or more delinquent, and (B) in foreclosure and delinquent (1) 30 days delinquent, (2) 60 days delinquent and (3) 90 days or more delinquent, in each case as of the close of business on the last day of the calendar month preceding such distribution date;

12. with respect to each loan group, the amount of, if any, of excess cashflow or excess spread and the application of such excess cashflow;

13. with respect to each loan group and any mortgage loan that was liquidated during the prior calendar month, the aggregate Stated Principal Balance of, and Realized Loss on such mortgage loans as of the end of the prior calendar month;

14. with respect to each loan group, information on loss, delinquency or other tests used for determining early amortization, liquidation, stepdowns or other performance triggers as more completely described in the prospectus supplement and whether the trigger was met;

15. with respect to each loan group, the total number and principal balance of any real estate owned, or REO, properties as of the end of the prior calendar month;

16. with respect to each loan group, the cumulative Realized Losses through the end of the preceding month;

17. with respect to each loan group, the three-month rolling average of the percent equivalent of a fraction, the numerator of which is the aggregate Stated Principal Balance of the mortgage loans in such loan group that are 60 days or more delinquent or are in bankruptcy or foreclosure or are REO properties, and the denominator of which is the Stated Principal Balances of all of the mortgage loans in such loan group,

18. with respect to each loan group, material modifications, extensions or waivers to pool asset terms, fees, penalties or payments during the distribution period or that have become material over time;

19. with respect to each loan group, material breaches of pool asset representation or warranties or transaction covenants;

20. with respect to each loan group, the amount of the prepayment charges remitted by the master servicer and the amount on deposit in the related reserve fund;

21. with respect to each loan group, the amount of any Net Swap Payment payable to the trust with respect to the related loan group, any related Net Swap Payment payable to the related Swap Provider, any Swap Termination Payment payable to the trust with respect to the related loan group and any related Swap Termination Payment payable to the related Swap Provider;

22. with respect to each loan group, the amount withdrawn from the related Pre-Funding Account and the related Interest Coverage Account, respectively, on that distribution date, the amount remaining on deposit in the related Pre-Funding Account and in the related Interest Coverage Account, following such Distribution Date, and the amount withdrawn from the related Pre-Funding Account and used to buy any related Subsequent Mortgage Loans prior to such Distribution Date;

23. with respect to each loan group, information regarding any new issuance of securities backed by the same asset pool, any pool asset changes, such as additions or removals, if applicable; and

24. any material changes in the solicitation, credit-granting, underwriting, origination, acquisition or pool selection criteria or procedures, as applicable, used to originate, acquire or select new pool assets.

The trustee will make the monthly statement and, at its option, any additional files containing the same information in an alternative format, available each month to certificateholders via the trustee's internet website at www.etrustee.net. Assistance in using the website service can be obtained by calling the trustee's customer service desk at (312) 992-2833. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The trustee may change the way monthly statements are distributed in order to make such distributions more convenient or more accessible to the above parties.

So long as the issuing entity is required to file reports under the Exchange Act, these monthly statements will be made available as described below under *"Available Information"* in this prospectus supplement.

If the issuing entity is no longer required to file reports under the Exchange Act, periodic distribution reports will be posted on the trustee's website referenced below under "*Available Information*". Annual reports of assessment of compliance with the AB Servicing Criteria, attestation reports, and statements of compliance will be provided to registered holders of the related certificates upon request free of charge. See "*Servicing of the Mortgage Loans — Evidence as to Compliance*" in this prospectus supplement.

The annual reports on Form 10-K, the distribution reports on Form 10-D, the current reports on Form 8-K and amendments to those reports filed or furnished with respect to the trust pursuant to section 13(a) or 15(d) of the Exchange Act will be made available on the website of the trustee promptly after such material is electronically filed with, or furnished to, the SEC.

In addition, within a reasonable period of time after the end of each calendar year, the trustee will prepare and make available to each certificateholder of record during the previous calendar year a statement containing information necessary to enable certificateholders to prepare their tax returns. Such statements will not have been examined and reported upon by an independent public accountant.

Amendment

The Pooling and Servicing Agreement may be amended by the depositor, the master servicer, the sponsor and the trustee, without the consent of certificateholders,

- to cure any ambiguity,
- to correct or supplement any provision therein, or
- to make any other revisions with respect to matters or questions arising under the Pooling and Servicing Agreement which are not inconsistent with the provisions thereof,

provided that such action will not adversely affect in any material respect the interests of any certificateholder. An amendment will be deemed not to adversely affect in any material respect the interests of the certificateholders if the person requesting such amendment obtains a letter from each rating agency stating that such amendment will not result in the downgrading or withdrawal of the respective ratings then assigned to any class of certificates.

In addition, the Pooling and Servicing Agreement may be amended without the consent of certificateholders to modify, eliminate or add to any of its provisions to such extent as may be necessary to maintain the qualification of the trust fund's REMIC elections, provided that the trustee has received an opinion of counsel to the effect that such action is necessary or helpful to maintain such qualification. In

addition, the Pooling and Servicing Agreement may be amended by the depositor, the master servicer, the seller and the trustee with the consent of the holders of the certificates evidencing over 50% of the voting rights of the certificates in the aggregate, or, with the consent of the holders of the certificates evidencing over 50% of the voting rights of the certificates in the related loan group, or, with the consent of the holders of each class of certificates affected thereby evidencing over 50% of the voting rights of such class or classes, in each case, as applicable, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Pooling and Servicing Agreement or of modifying in any manner the rights of the certificateholders; provided, however, that no such amendment may:

(a) reduce in any manner the amount of, or delay the timing of, payments required to be distributed on any certificate without the consent of the holder of such certificate;

(b) cause any REMIC to fail to qualify as a REMIC for federal tax purposes; or

(c) reduce the aforesaid percentage of aggregate outstanding principal amounts of certificates of each class, the holders of which are required to consent to any such amendment, without the consent of the holders of all certificates of such class.

The trustee will not be entitled to consent to any amendment to the Pooling and Servicing Agreement without having first received an opinion of counsel to the effect that such amendment is permitted under the terms of the Pooling and Servicing Agreement and will not cause the trust fund's REMIC elections to fail to qualify for REMIC status for federal tax purposes.

Notwithstanding any of the other provisions of this section, none of the depositor, the master servicer or the trustee shall enter into any amendment that could reasonably be expected to have a material adverse effect on the interests of the related Swap Provider (excluding, for the avoidance of doubt, any amendment to the Pooling and Servicing Agreement that is entered into solely for the purpose of appointing a successor servicer, master servicer, trustee or other service provider) without the prior written consent of the related Swap Provider, which consent shall not be unreasonably withheld, conditioned or delayed.

Voting Rights

As of any date of determination with respect to the Group I Certificates,

- holders of the Group I Offered Certificates will be allocated 92% of all voting rights with respect to matters relating to Loan Group I, and 46% of all voting rights for matters relating to both loan groups, allocated among such Group I Offered Certificates in proportion to their respective outstanding Certificate Principal Balances,
- holders of the Class I-CE Certificates will be allocated 3% of all voting rights of all voting rights with respect to matters relating to Loan Group I, and 1.5% of all voting rights for matters relating to both loan groups, and
- holders of each class of Class I-R Certificates and Class I-P Certificates will be allocated 1% of all voting rights with respect to matters relating to Loan Group I, and 0.5% of all voting rights for matters relating to both loan groups.

Voting rights will be allocated among the certificates of each such class in accordance with their respective percentage interests.

As of any date of determination with respect to the Group II Certificates,

- holders of the Group II Offered Certificates will be allocated 92% of all voting rights with respect to matters relating to Loan Group II, and 46% of all voting rights for matters relating to both loan groups, allocated among such Group II Offered Certificates in proportion to their respective outstanding Certificate Principal Balances,

- holders of the Class II-CE Certificates will be allocated 5% of all voting rights with respect to matters relating to Loan Group II, and 2.5% of all voting rights for matters relating to both loan groups, and

- holders of each class of Class II-R Certificates and Class II-P Certificates will be allocated 1% of all voting rights with respect to matters relating to Loan Group II, and 0.5% of all voting rights for matters relating to both loan groups.

Voting rights will be allocated among the certificates of each such class in accordance with their respective percentage interests.

Optional Termination

Loan Group I

The majority holder of the Class I-CE Certificates will have the right to purchase all remaining mortgage loans in Loan Group I (including the subsequent mortgage loans in Loan Group I) and REO properties in Loan Group I and thereby effect early retirement of all the Group I Certificates (other than the Class I-R-2 Certificates and Class I-R-3 Certificates, in each case to the extent that any Group II Certificates are outstanding, as described below), subject to the aggregate Stated Principal Balance of the mortgage loans in Loan Group I (which amount includes the subsequent mortgage loans in Loan Group I) and REO properties in Loan Group I at the time of repurchase being less than or equal to 10% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group I (which amount includes the subsequent mortgage loans in Loan Group I) as of the cut-off date. If the majority holder of the Class I-CE Certificates does not exercise such right, the master servicer will have the right to purchase all remaining mortgage loans in Loan Group I and REO properties in Loan Group I and thereby effect early retirement of all the related certificates (other than the Class I-R-2 Certificates and Class I-R-3 Certificates, in each case to the extent that any Group II Certificates are outstanding, as described below), subject to the aggregate Stated Principal Balance of the mortgage loans in Loan Group I (which amount includes the subsequent mortgage loans in Loan Group I) and REO properties in Loan Group I at the time of repurchase being less than or equal to 5% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group I (which amount includes the subsequent mortgage loans in Loan Group I) as of the cut-off date. We refer to such date as the group I optional termination date. In the event that the majority holder of the Class I-CE Certificates or the master servicer, as applicable, exercises such option, it will effect such repurchase at a price equal to the sum of:

- 100% of the aggregate Stated Principal Balance of each mortgage loan in Loan Group I (including the subsequent mortgage loans in Loan Group I), other than in respect of REO property in Loan Group I, plus accrued interest thereon at the applicable mortgage rate,

- the appraised value of any REO property in Loan Group I, up to the aggregate Stated Principal Balance of the related mortgage loan,

- with respect to Loan Group I, any unreimbursed out-of-pocket costs and expenses of the trustee or the master servicer and the principal portion of any unreimbursed advances previously incurred by the master servicer in the performance of its servicing obligations, and

- any Group I Swap Termination Payment payable to the Group I Swap Provider which remains unpaid or which is due as a result of the exercise of such option.

Proceeds from such purchase will be distributed to the related certificateholders in the priority described above in *"Description of the Certificates — Distributions on the Certificates."* In the event that the purchase price to be paid by the majority holder of the Class I-CE Certificates or the master servicer, as applicable, is based in part on the appraised value of any REO property and such appraised value is less than the aggregate Stated Principal Balance of the related mortgage loan, the proceeds may not be sufficient to distribute the full amount to which each class of related certificates is entitled. In such event, the amount of the difference between the appraised value of such REO property and the aggregate Stated Principal Balance of the related mortgage loan will constitute a Realized Loss which will be allocated to the related offered certificates as described under *"Description of the Certificates — Allocation of Losses"*. Any purchase of the mortgage loans in Loan Group I and REO properties in Loan Group I will result in an early retirement of the related certificates.

Notwithstanding anything to the contrary herein, the Class I-R-2 Certificates and Class I-R-3 Certificates will not be retired until the later of (i) the retirement of all the Group II Certificates and (ii) the retirement of all the Group I Certificates (other than the Class I-R-2 Certificates and Class I-R-3 Certificates).

Loan Group II

The majority holder of the Class II-CE Certificates will have the right to purchase all remaining mortgage loans in Loan Group II (including the subsequent mortgage loans in Loan Group II) and REO properties in Loan Group II and thereby effect early retirement of all the Group II Certificates, subject to the aggregate Stated Principal Balance of the mortgage loans in Loan Group II (which amount includes the subsequent mortgage loans in Loan Group II) and REO properties in Loan Group II at the time of repurchase being less than or equal to 10% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group II (which amount includes the subsequent mortgage loans in Loan Group II) as of the cut-off date. If the majority holder of the Class II-CE Certificates does not exercise such right, the master servicer will have the right to purchase all remaining mortgage loans in Loan Group II and REO properties in Loan Group II and thereby effect early retirement of all the related certificates, subject to the aggregate Stated Principal Balance of the mortgage loans in Loan Group II (which amount includes the subsequent mortgage loans in Loan Group II) and REO properties in Loan Group II at the time of repurchase being less than or equal to 5% of the aggregate Stated Principal Balance of the mortgage loans in Loan Group II (which amount includes the subsequent mortgage loans in Loan Group II) as of the cut-off date. We refer to such date as the Group II optional termination date. In the event that the majority holder of the Class II-CE Certificates or the master servicer, as applicable, exercises such option, it will effect such repurchase at a price equal to the sum of:

- 100% of the aggregate Stated Principal Balance of each mortgage loan in Loan Group II (including the subsequent mortgage loans in Loan Group II), other than in respect of REO property in Loan Group II, plus accrued interest thereon at the applicable mortgage rate,

- the appraised value of any REO property in Loan Group II, up to the aggregate Stated Principal Balance of the related mortgage loan,

- with respect to Loan Group II, any unreimbursed out-of-pocket costs and expenses of the trustee or the master servicer and the principal portion of any unreimbursed advances previously incurred by the master servicer in the performance of its servicing obligations, and

- any Group II Swap Termination Payment payable to the Group II Swap Provider which remains unpaid or which is due as a result of the exercise of such option.

Proceeds from such purchase will be distributed to the related certificateholders in the priority described above in "*Description of the Certificates — Distributions on the Certificates.*" In the event that the purchase price to be paid by the majority holder of the Class II-CE Certificates or the master servicer, as applicable, is based in part on the appraised value of any REO property and such appraised value is less than the aggregate Stated Principal Balance of the related mortgage loan, the proceeds may not be sufficient to distribute the full amount to which each class of related certificates is entitled. In such event, the amount of the difference between the appraised value of such REO property and the aggregate Stated Principal Balance of the related mortgage loan will constitute a Realized Loss which will be allocated to the related offered certificates as described under "*Description of the Certificates — Allocation of Losses*". Any purchase of the mortgage loans in Loan Group II and REO properties in Loan Group II will result in an early retirement of the related certificates.

Transfer of Master Servicing

The master servicer may sell and assign its rights and delegate its duties and obligations in its entirety as master servicer under the Pooling and Servicing Agreement; provided, however, that: (i) the purchaser or transferee accepting such assignment and delegation (a) will be a person which will be qualified to service mortgage loans for Fannie Mae or Freddie Mac; (b) will have a net worth of not less than $15,000,000 (unless otherwise approved by each rating agency pursuant to clause (ii) below); (c) will be reasonably satisfactory to the trustee (as evidenced in a writing signed by the trustee); and (d) will execute and deliver to the trustee an agreement, in form and substance reasonably satisfactory to the trustee, which contains an assumption by such person of the due and punctual performance and observance of each covenant and condition to be performed or observed by it as master servicer under the Pooling and Servicing Agreement, any custodial agreement from and after the effective date of such agreement; (ii) each rating agency will be given prior written notice of the identity of the proposed successor to the master servicer and each rating agency's rating of the certificates in effect immediately prior to such assignment, sale and delegation will not be downgraded, qualified or withdrawn as a result of such assignment, sale and delegation, as evidenced by a letter to such effect delivered to the master servicer and the trustee (at the expense of the master servicer); and (iii) the master servicer assigning and selling the master servicing will deliver to the trustee an officer's certificate and an opinion of counsel addressed to the trustee, each stating that all conditions precedent to such action under the Pooling and Servicing Agreement have been completed and such action is permitted by and complies with the terms of the Pooling and Servicing Agreement. No such assignment or delegation will affect any liability of the master servicer arising prior to the effective date thereof.

Optional Purchase of Certain Loans

As to any mortgage loan which as of the first day of a Fiscal Quarter is delinquent in payment by 90 days or more, EMC may, at its option, purchase such mortgage loan at a price equal to 100% of the Stated Principal Balance thereof plus accrued interest thereon at the applicable mortgage rate, from the

date through which interest was last paid by the related mortgagor or advanced to the first day of the month in which such amount is to be distributed; provided that such mortgage loan is still delinquent in payment by 90 days or more as of the date of such purchase and provided further, that this limited purchase option, if not theretofore exercised, will terminate on the date prior to the last day of such Fiscal Quarter. Such option, if not exercised, will not thereafter be reinstated as to any such mortgage loan unless the delinquency is cured and the mortgage loan thereafter again becomes delinquent in payment 90 days or more. In that event, the option will again become exercisable on the first date of the subsequent Fiscal Quarter. This right may be assigned by EMC to a third party, including a holder of a class of certificates. Investors should note that the removal of any such mortgage loan from the trust may affect the loss and delinquency tests which determine the level of the related overcollateralization target amount, which may adversely affect the market value of the certificates.

Events of Default

Events of default under the Pooling and Servicing Agreement include:

- any failure by the master servicer to remit to the trustee any amount received or collected by it with respect to the mortgage loans, or any advance required to be made by the master servicer under the terms of the Pooling and Servicing Agreement, which continues unremedied for one business day after written notice of such failure will have been given to the master servicer by the trustee or the depositor, or to the master servicer and the trustee by the holders of certificates evidencing not less than 25% of the voting rights evidenced by the certificates;

- any failure by the master servicer to observe or perform in any material respect any other of its covenants or agreements, or any breach of a representation or warranty made by the master servicer in the Pooling and Servicing Agreement, which continues unremedied for 60 days after the giving of written notice of such failure to the master servicer by the trustee or the depositor, or to the master servicer and the trustee by the holders of certificates evidencing not less than 25% of the voting rights evidenced by the certificates; or

- insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, and certain actions by or on behalf of the master servicer indicating its insolvency or inability to pay its obligations.

Rights Upon Event of Default

So long as an event of default under the Pooling and Servicing Agreement remains unremedied, the trustee will, but only upon the receipt of written instructions from the holders of certificates having not less than 25% of the voting rights evidenced by the certificates in the case of any event of default described in the first three bullet points above, terminate all of the rights and obligations of the master servicer under the Pooling and Servicing Agreement and in and to the mortgage loans, whereupon the trustee will, except as described below, automatically succeed, after a transition period not exceeding 90 days, to all of the responsibilities and duties of the master servicer under the Pooling and Servicing Agreement; *provided, however,* that the trustee in its capacity of successor master servicer will be responsible for making any advances required to be made by the master servicer immediately upon termination of the predecessor master servicer, and any such advance will be made on the distribution date on which such advance was required to be made by the predecessor master servicer; *provided further,* that the trustee will have no obligation whatsoever with respect to any liability incurred by the master servicer at or prior to the time of receipt by the master servicer of such notice of termination. As

compensation therefor, the trustee will be entitled to all compensation which the master servicer would have been entitled to retain if the master servicer had continued to act as such, except for those amounts due the master servicer as reimbursement for advances previously made or expenses previously incurred. Notwithstanding the above, the trustee may, if it will be unwilling so to act, or will, if it is legally unable so to act, appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution which is a Fannie Mae or Freddie Mac approved servicer as the successor to the master servicer under the Pooling and Servicing Agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the master servicer under the Pooling and Servicing Agreement. Pending appointment of a successor to the master servicer under the Pooling and Servicing Agreement, the trustee will act in such capacity as provided under the Pooling and Servicing Agreement. In connection with such appointment and assumption, the trustee may make such arrangements for the compensation of such successor out of payments on mortgage loans as it and such successor will agree; *provided, however*, that no such compensation will be in excess of that permitted the master servicer as provided above. No assurance can be given that termination of the rights and obligations of the master servicer under the Pooling and Servicing Agreement would not adversely affect the servicing of the mortgage loans, including the delinquency experience of the mortgage loans. The costs and expenses of the trustee in connection with the termination of the master servicer, appointment of a successor master servicer and the transfer of servicing, if applicable, to the extent not paid by the terminated master servicer, will be paid by the trust fund.

No certificateholder, solely by virtue of such holder's status as a certificateholder, will have any right under the Pooling and Servicing Agreement to institute any proceeding with respect thereto, unless such holder previously has given to the trustee written notice of the continuation of an event of default and unless the holders of certificates having not less than 25% of the voting rights evidenced by the certificates have made written request to the trustee to institute such proceeding in its own name as trustee thereunder and have offered to the trustee reasonable indemnity and the trustee for 60 days has neglected or refused to institute any such proceeding.

The Trustee

LaSalle Bank National Association ("LaSalle") will be the trustee and custodian under the Pooling and Servicing Agreement. LaSalle is a national banking association formed under the federal laws of the United States of America. Its parent company, LaSalle Bank Corporation, is an indirect subsidiary of ABN AMRO Bank N.V., a Netherlands banking corporation. LaSalle has extensive experience serving as trustee on securitizations of residential mortgage loans. Since January 1994, LaSalle has served as trustee, securities administrator or paying agent on over 460 residential mortgage-backed security transactions involving assets similar to the mortgage loans. As of September 30, 2006, LaSalle serves as trustee, securities administrator or paying agent on over 385 residential mortgage-backed security transactions. The depositor and the master servicer may maintain other banking relationships in the ordinary course of business with the trustee. The trustee's corporate trust office is located at 135 South LaSalle Street, Suite 1511, Chicago, Illinois, 60603 Attention: Global Securities and Trust Services - Bear Stearns Asset Backed Securities I LLC, Series 2006-HE10 or at such other address as the trustee may designate from time to time.

Using information set forth in this prospectus supplement, the trustee will develop the cashflow model for the trust. Based on the monthly loan information provided by the master servicer, the trustee will calculate the amount of principal and interest to be paid to each class of certificates on each distribution date. In accordance with the cashflow model and based on the monthly loan information provided by the master servicer, the trustee will perform distribution calculations, remit distributions on the distribution date to certificateholders and prepare a monthly statement to certificateholders detailing the payments received and the activity on the mortgage loans during the Due Period as described under

"*Distributions on the Certificates*" and "*Reports to Certificateholders*" in this prospectus supplement. In performing these obligations, the trustee will be able to conclusively rely on the information provided to it by the master servicer, and the trustee will not be required to recompute, recalculate or verify the information provided to it by the master servicer.

The trustee may resign at any time, in which event the depositor will be obligated to appoint a successor trustee. The depositor may also remove the trustee if the trustee ceases to be eligible to continue as such under the Pooling and Servicing Agreement or if the trustee becomes incapable of acting, bankrupt, insolvent or if a receiver or public officer takes charge of the trustee or its property. Upon such resignation or removal of the trustee, the depositor will be obligated to appoint a successor trustee. The trustee may also be removed at any time by the holders of certificates evidencing ownership of more than 50% of the trust. In the event that the certificateholders remove the trustee, the compensation of any successor trustee will be paid by the certificateholders to the extent that such compensation exceeds the amount agreed to by the depositor and the trustee. Any resignation or removal of the trustee and appointment of a successor trustee will not become effective until acceptance of the appointment by the successor trustee.

The trustee, prior to the occurrence of an event of default and after the curing or waiver of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Pooling and Servicing Agreement as duties of the trustee, including:

1. Upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments which are specifically required to be furnished to the trustee pursuant to the Pooling and Servicing Agreement, the trustee will examine them to determine whether they are in the required form; provided, however, that the trustee will not be responsible for the accuracy or content of any resolution, certificate, statement, opinion, report, document, order or other instrument furnished hereunder; provided, further, that the trustee will not be responsible for the accuracy or verification of any calculation provided to it pursuant to the Pooling and Servicing Agreement.

2. On each distribution date, the trustee will make monthly distributions and the final distribution to the certificateholders from funds in the distribution account as provided in the Pooling Servicing Agreement.

3. Except for those actions that the trustee is required to take under the Pooling and Servicing Agreement, the trustee will not have any obligation or liability to take any action or to refrain from taking any action in the absence of written direction as provided in the Pooling and Servicing Agreement.

If an event of default has occurred and has not been cured or waived, the trustee will exercise such of the rights and powers vested in it by the Pooling and Servicing Agreement, using the same degree of care and skill in its exercise, as a prudent person would exercise under the circumstances in the conduct of his own affairs.

If an event of default will occur, the trustee will, by notice in writing to the master servicer, which may be delivered by telecopy, immediately terminate all of the rights and obligations of the master servicer thereafter arising under the Pooling and Servicing Agreement, but without prejudice to any rights it may have as a certificateholder or to reimbursement of advances and other advances of its own funds, and the trustee shall act as provided in the Pooling and Servicing Agreement to carry out the duties of the master servicer, including the obligation to make any advance the nonpayment of which was an event of

default described in the Pooling and Servicing Agreement. Any such action taken by the trustee must be prior to the distribution on the relevant distribution date.

On and after the time the master servicer receives a notice of termination pursuant to the Pooling and Servicing Agreement, the trustee shall automatically become the successor to the master servicer with respect to the transactions set forth or provided for in the Pooling and Servicing Agreement and after a transition period (not to exceed 90 days), shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the master servicer by the terms and provisions in the Pooling and Servicing Agreement; provided, however, pursuant to the Pooling and Servicing Agreement, the trustee in its capacity as successor master servicer shall be responsible for making any advances required to be made by the master servicer immediately upon the termination of the master servicer and any such advance shall be made on the distribution date on which such advance was required to be made by the predecessor master servicer. Effective on the date of such notice of termination, as compensation therefor, the trustee shall be entitled to all compensation, reimbursement of expenses and indemnification that the master servicer would have been entitled to if it had continued to act hereunder, provided, however, that the trustee shall not be (i) liable for any acts or omissions of the master servicer, (ii) obligated to make advances if it is prohibited from doing so under applicable law, (iii) responsible for expenses of the master servicer or (iv) obligated to deposit losses on any permitted investment directed by the master servicer. Notwithstanding the foregoing, the trustee may, if it shall be unwilling to so act, or shall, if it is prohibited by applicable law from making advances or if it is otherwise unable to so act, appoint, or petition a court of competent jurisdiction to appoint, any established mortgage loan servicing institution the appointment of which does not adversely affect the then current rating of the certificates by each rating agency as the successor to the master servicer pursuant to the Pooling and Servicing Agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the master servicer pursuant to the Pooling and Servicing Agreement. Any successor master servicer shall (i) be an institution that is a Fannie Mae and Freddie Mac approved seller/servicer in good standing, that has a net worth of at least $15,000,000, (ii) be acceptable to the trustee (which consent shall not be unreasonably withheld) and (iii) be willing to act as successor servicer of any mortgage loans under the Pooling and Servicing Agreement, and shall have executed and delivered to the depositor and the trustee an agreement accepting such delegation and assignment, that contains an assumption by such person of the rights, powers, duties, responsibilities, obligations and liabilities of the master servicer (other than any liabilities of the master servicer hereof incurred prior to termination of the master servicer as set forth in the Pooling and Servicing Agreement), with like effect as if originally named as a party to the Pooling and Servicing Agreement, provided that each rating agency shall have acknowledged in writing that its rating of the certificates in effect immediately prior to such assignment and delegation will not be qualified or reduced as a result of such assignment and delegation. If the trustee assumes the duties and responsibilities of the master servicer, the trustee shall not resign as master servicer until a successor master servicer has been appointed and has accepted such appointment. Pending appointment of a successor to the master servicer hereunder, the trustee, unless the trustee is prohibited by law from so acting, shall act in such capacity as provided in the Pooling and Servicing Agreement. In connection with such appointment and assumption, the trustee may make such arrangements for the compensation of such successor out of payments on mortgage loans or otherwise as it and such successor shall agree; provided that no such compensation unless agreed to by the certificateholders shall be in excess of that permitted the master servicer hereunder. The trustee and such successor shall take such action, consistent with the Pooling and Servicing Agreement, as shall be necessary to effectuate any such succession. Neither the trustee nor any other successor master servicer shall be deemed to be in default hereunder by reason of any failure to make, or any delay in making, any distribution hereunder or any portion thereof or any failure to perform, or any delay in performing, any duties or responsibilities hereunder, in either case caused by the failure of the master servicer to deliver or provide, or any delay in delivering or providing, any cash, information, documents or records to it.

The costs and expenses of the trustee in connection with the termination of the master servicer, appointment of a successor master servicer and, if applicable, any transfer of servicing, including, without limitation, all costs and expenses associated with the complete transfer of all servicing data and the completion, correction or manipulation of such servicing data as may be required by the trustee to correct any errors or insufficiencies in the servicing data or otherwise to enable the trustee or the successor master servicer to service the mortgage loans properly and effectively, to the extent not paid by the terminated master servicer, will be payable to the trustee pursuant to the Pooling and Servicing Agreement. Any successor to the master servicer as successor servicer under any subservicing agreement shall give notice to the applicable mortgagors of such change of servicer and will, during the term of its service as successor servicer maintain in force the policy or policies that the master servicer is required to maintain pursuant to the Pooling and Servicing Agreement.

If the trustee will succeed to any duties of the master servicer respecting the mortgage loans as provided herein, it will do so in a separate capacity and not in its capacity as trustee and, accordingly, the provisions of the Pooling and Servicing Agreement concerning the trustee's duties will be inapplicable to the trustee in its duties as the successor to the master servicer in the servicing of the mortgage loans (although such provisions will continue to apply to the trustee in its capacity as trustee); the provisions of the Pooling and Servicing Agreement relating to the master servicer, however, will apply to it in its capacity as successor master servicer.

Upon any termination or appointment of a successor to the master servicer, the trustee will give prompt written notice thereof to certificateholders of record pursuant to the Pooling and Servicing Agreement and to the rating agencies.

The trustee will transmit by mail to all certificateholders and the related Swap Provider, within 60 days after the occurrence of any event of default, notice of each such event of default hereunder actually known to a responsible officer of the trustee, unless such event of default shall have been cured or waived.

The trustee will not in any way be liable by reason of any insufficiency in any account held by or in the name of the trustee unless it is determined by a court of competent jurisdiction that the trustee's gross negligence or willful misconduct was the primary cause of such insufficiency (except to the extent that the trustee is obligor and has defaulted thereon). In no event will the trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. Furthermore, the trustee will not be responsible for the acts or omissions of the other transaction parties, it being understood that the Pooling and Servicing Agreement will not be construed to render them partners, joint venturers or agents of one another. None of the foregoing will be construed, however, to relieve the trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct. LaSalle, as trustee and in its individual capacity, will be entitled to reimbursement and indemnification by the trust for any loss, liability or expense arising out of or in connection with the Pooling and Servicing Agreement as set forth in the Pooling and Servicing Agreement except any such loss, liability or expense as may arise from its negligence or intentional misconduct.

In addition to having express duties under the Pooling and Servicing Agreement, the trustee, as a fiduciary, also has certain duties unique to fiduciaries under applicable law. In general, the trustee will be subject to certain federal laws and, because the Pooling and Servicing Agreement is governed by New York law, certain New York state laws. As a national bank acting in a fiduciary capacity, the trustee will, in the administration of its duties under the Pooling and Servicing Agreement, be subject to certain regulations promulgated by the Office of the Comptroller of the Currency, specifically those set forth in Chapter 12, Part 9 of the Code of Federal Regulations. New York common law has required fiduciaries of

common law trusts formed in New York to perform their duties in accordance with the "prudent person" standard, which, in this transaction, would require the trustee to exercise such diligence and care in the administration of the trust as a person of ordinary prudence would employ in managing his own property. However, under New York common law, the application of this standard of care can be restricted contractually to apply only after the occurrence of a default. The Pooling and Servicing Agreement provides that the Trustee is subject to the prudent person standard only for so long as an event of default has occurred and remains uncured.

The Custodian

In its capacity as custodian, LaSalle will hold the mortgage loan files exclusively for the use and benefit of the trust. The custodian will not have any duty or obligation to inspect, review or examine any of the documents, instruments, certificates or other papers relating to the mortgage loans delivered to it to determine that the same are valid. The disposition of the mortgage loan files will be governed by the Pooling and Servicing Agreement. LaSalle provides custodial services on over 1,000 residential, commercial and asset-backed securitization transactions and maintains almost 2.5 million custodial files in its two vault locations in Elk Grove, Illinois and Irvine, California. LaSalle's two vault locations can maintain approximately 6 million custody files. All custody files are segregated and maintained in secure and fire resistant facilities in compliance with customary industry standards. The vault construction complies with Fannie Mae/Ginnie Mae guidelines applicable to document custodians. LaSalle maintains disaster recovery protocols to ensure the preservation of custody files in the event of force majeure and maintains, in full force and effect, such fidelity bonds and/or insurance policies as are customarily maintained by banks which act as custodians. LaSalle uses unique tracking numbers for each custody file to ensure segregation of collateral files and proper filing of the contents therein and accurate file labeling is maintained through a monthly quality assurance process. LaSalle uses a licensed collateral review system to track and monitor the receipt and movement internally or externally of custody files and any release of collateral or reinstatement of collateral.

The trustee and EMC are parties to certain custodial agreements whereby the trustee, for consideration, provides custodial services to EMC for certain residential mortgage loans originated or purchased by it.

Pursuant to these custodial agreements, the trustee is currently providing custodial services for the mortgage loans to be sold by the mortgage loan sellers to the depositor in connection with this securitization. The terms of the custodial agreements are customary for the residential mortgage-backed securitization industry providing for the delivery, receipt, review and safekeeping of mortgage loan files.

THE GROUP I INTEREST RATE SWAP AGREEMENT

LaSalle Bank National Association as the group I supplemental interest trust trustee (the "Group I Supplemental Interest Trust Trustee") will enter into an interest rate swap agreement (the "Group I Interest Rate Swap Agreement") with Wachovia Bank, N.A. (the "Group I Swap Provider") for the benefit of the holders of the Group I Offered Certificates. The Group I Interest Rate Swap Agreement will be held in the group I supplemental interest trust (the "Group I Supplemental Interest Trust"). The Group I Supplemental Interest Trust Trustee will appoint the Swap Administrator (defined below) pursuant to the Swap Administration Agreement (defined below) to receive and distribute funds with regards to the Group I Interest Rate Swap Agreement on behalf of the Group I Supplemental Interest Trust. On or before each distribution date, the Swap Administrator, pursuant to the Swap Administration Agreement, will deposit into an account held in the Group I Supplemental Interest Trust (the "Group I Swap Account") certain amounts, if any, received from the Group I Swap Provider. The Swap Administrator will withdraw from the Group I Swap Account and distribute to holders of the Group I Offered Certificates certain

amounts as described under "*The Swap Administration Agreement*" in this prospectus supplement. For the avoidance of doubt, the Group I Supplemental Interest Trust, the Group I Interest Rate Swap Agreement, the Swap Administration Agreement and the Group I Swap Account will not be assets of any REMIC.

Under the Group I Interest Rate Swap Agreement, on or before each distribution date commencing with the distribution date in January 2007 and ending with the distribution date in December 2011, the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, will be obligated to pay to the Group I Swap Provider a fixed amount for that distribution date, or the Group I Fixed Swap Payment, equal to the product of (x) a fixed rate equal to 4.9350% per annum, (y) the product of (i) the notional amount for that distribution date and (ii) 100, and (z) a fraction, the numerator of which is 30 (or, in the case of the first distribution date, the number of days from and including the effective date (as defined in the Group I Interest Rate Swap Agreement) to but excluding such distribution date, determined on a 30/360 basis) and the denominator of which is 360, and the Group I Swap Provider will be obligated to pay to the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, a floating amount, or the Group I Floating Swap Payment, equal to the product of (x) One-Month LIBOR as determined pursuant to the Group I Interest Rate Swap Agreement, for the related calculation period (as defined in the Group I Interest Rate Swap Agreement) (y) the product of (i) the notional amount for that distribution date and (ii) 100, and (z) a fraction, the numerator of which is equal to the actual number of days in the related calculation period and the denominator of which is 360. A net payment, referred to as a Group I Net Swap Payment, will be required to be made on or before each applicable distribution date (a) by the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, to the Group I Swap Provider, to the extent that the Group I Fixed Swap Payment for such distribution date exceeds the Group I Floating Swap Payment payable to the Swap Administrator for such distribution date, or (b) by the Group I Swap Provider to the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, to the extent that the Group I Floating Swap Payment payable to the trust exceeds the Group I Fixed Swap Payment for such distribution date. For each distribution date in respect of which a Group I Net Swap Payment is required to be made to the Group I Swap Provider, the trust will be required to make a payment from funds with respect to Loan Group I, to the Group I Swap Account in the amount of such Group I Net Swap Payment, prior to distributions to the related certificateholders. The Swap Administrator, on behalf of the Group I Supplemental Interest Trust, will only be required to make a Group I Net Swap Payment to the Group I Swap Provider to the extent of funds paid by the trust with respect to Loan Group I to the Group I Swap Account.

The notional amount with respect to the Group I Interest Rate Swap Agreement and each distribution date set forth below will be the related notional amount set forth below.

Month of Distribution Date	Group I Interest Rate Swap Agreement Notional Amount ($)
January 2007	3,221,544.6827
February 2007	3,188,834.3010
March 2007	3,146,427.1386
April 2007	3,094,326.4556
May 2007	3,032,617.8604
June 2007	2,961,472.9422
July 2007	2,881,151.9736
August 2007	2,792,005.5612
September 2007	2,694,476.5890
October 2007	2,589,103.7854
November 2007	2,476,542.6000
December 2007	2,367,215.0663
January 2008	2,262,798.7979

Month of Distribution Date	Group I Interest Rate Swap Agreement Notional Amount ($)
February 2008	2,163,073.5788
March 2008	2,067,825.7779
April 2008	1,976,851.5870
May 2008	1,889,956.5657
June 2008	1,806,955.2088
July 2008	1,727,670.5315
August 2008	1,651,933.6769
September 2008	1,579,583.5389
October 2008	1,510,466.4048
November 2008	1,444,435.6128
December 2008	1,381,474.4620
January 2009	1,321,327.4646
February 2009	1,263,854.5817
March 2009	1,208,935.0115
April 2009	1,156,453.4736
May 2009	1,106,299.9530
June 2009	1,058,369.4596
July 2009	1,012,563.5072
August 2009	968,784.6065
September 2009	926,941.5026
October 2009	886,947.1009
November 2009	848,718.2750
December 2009	812,178.3747
January 2010	777,248.9567
February 2010	743,857.5224
March 2010	711,935.0953
April 2010	681,415.8346
May 2010	652,236.8918
June 2010	624,338.3846
July 2010	597,662.9386
August 2010	572,155.8641
September 2010	547,764.9708
October 2010	524,440.4327
November 2010	502,134.6831
December 2010	480,802.3260
January 2011	139,144.1869
February 2011	134,762.1045
March 2011	130,517.2185
April 2011	126,405.2518
May 2011	122,422.0607
June 2011	118,563.6303
July 2011	114,826.0702
August 2011	111,205.6110
September 2011	107,698.6004
October 2011	104,301.4997
November 2011	101,010.8801
December 2011	97,823.4197

The Group I Interest Rate Swap Agreement will terminate following the last distribution date specified above, unless the Group I Interest Rate Swap Agreement is terminated earlier upon the occurrence of a Group I Swap Event of Default, a Group I Early Termination Event or a Group I Swap Additional Termination Event, such as described below.

The respective obligations of the Group I Swap Provider and the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, to pay specified amounts due under the Group I Interest Rate Swap Agreement (other than any Group I Swap Termination Payment, as defined below) generally will be subject to the following conditions precedent: (1) no Group I Swap Event of Default (as defined below) or event that with the giving of notice or lapse of time or both would become a Group I Swap Event of Default will have occurred and be continuing with respect to the other party and (2) no "early termination date" (as defined in the Group I Interest Rate Swap Agreement) has occurred or been effectively designated.

Events of default under the Group I Interest Rate Swap Agreement (each a "Group I Swap Event of Default") include the following:

- failure to make a payment due under the Group I Interest Rate Swap Agreement, after notice of such failure is received and expiration of a specified grace period,

- failure by the Group I Swap Provider to comply with or perform certain agreements or obligations required under the Group I Interest Rate Swap Agreement after notice of such failure is received and expiration of a specified grace period,

- failure by the Group I Swap Provider to comply with or perform the second rating trigger collateral posting requirements of the Group I Interest Rate Swap Agreement if a second rating trigger downgrade has occurred for a period specified in the Group I Interest Rate Swap Agreement and after notice of such failure is received and expiration of a specified grace period,

- certain representations by the Group I Swap Provider or its credit support provider prove to have been incorrect or misleading in any material respect,

- repudiation or certain defaults by the Group I Swap Provider or its credit support provider in respect of any derivative or similar transactions entered into between the Group I Supplemental Interest Trust Trustee and the Group I Swap Provider and specified for this purpose in the Group I Interest Rate Swap Agreement,

- cross-default by the Group I Swap Provider or its credit support provider relating generally to its obligations in respect of borrowed money in excess of a threshold specified in the Group I Interest Rate Swap Agreement,

- certain insolvency or bankruptcy events, and

- a merger by a party to the Group I Interest Rate Swap Agreement without an assumption of such party's obligations under the Group I Interest Rate Swap Agreement,

each as further described in the Group I Interest Rate Swap Agreement.

Group I Termination Events under the Group I Interest Rate Swap Agreement (each a "Group I Swap Termination Event") include the following:

- illegality (which generally relates to changes in law causing it to become unlawful for either party to perform its obligations under the Group I Interest Rate Swap Agreement),

- tax event (which generally relates to the application of certain withholding taxes to amounts payable under the Group I Interest Rate Swap Agreement, as a result of a change in tax law or, in certain circumstances solely with respect to the Swap Administrator, certain similar events), and

- tax event upon merger (which generally relates to the application of certain withholding taxes to amounts payable under the Group I Interest Rate Swap Agreement as a result of a merger or similar transaction),

each as further described in the Group I Interest Rate Swap Agreement.

Group I Additional termination events under the Group I Interest Rate Swap Agreement (each a "Group I Swap Additional Termination Event"), include the following:

- failure of the Group I Swap Provider to comply with the first rating trigger collateral posting requirements of the Group I Interest Rate Swap Agreement,

- if a second rating trigger downgrade has occurred and been continuing for a period specified in the Group I Interest Rate Swap Agreement and a firm offer from a replacement swap provider remains capable of acceptance by the offeree,

- failure of the Group I Swap Provider to comply with the Regulation AB provisions of the Group I Interest Rate Swap Agreement (including, if applicable, the provisions of any additional agreement incorporated by reference into the Group I Interest Rate Swap Agreement),

- occurrence of an optional termination of the securitization pursuant to the terms of the Pooling and Servicing Agreement, and

- amendment of the Pooling and Servicing Agreement in a manner contrary to the requirements of the Group I Interest Rate Swap Agreement,

each as further described in the Group I Interest Rate Swap Agreement.

If the Group I Swap Provider's credit ratings are withdrawn or reduced below the first ratings threshold specified in the Group I Interest Rate Swap Agreement and for a period specified in the Group I Interest Rate Swap Agreement, the Group I Swap Provider fails either to transfer the Group I Interest Rate Swap Agreement at its sole cost and expense, in whole, but not in part, to a counterparty that satisfies the first ratings threshold or to obtain a guarantee from an entity that satisfies the first ratings threshold, the, the Group I Swap Provider will be required, at its own expense, to post collateral in accordance with the Group I Interest Rate Swap Agreement.

If the Group I Swap Provider's credit ratings are withdrawn or reduced below the second ratings threshold specified in the Group I Interest Rate Swap Agreement, the Group I Swap Provider will be required, at its own expense, either (1) to obtain a substitute swap provider which will assume the obligations of the Group I Swap Provider under the Group I Interest Rate Swap Agreement and which meets all eligibility requirements provided therein or in any related documentation, or (2) to obtain a guarantor which will provide a guarantee of the obligations of the Group I Swap Provider under the Group I Interest Rate Swap Agreement that meets all eligibility requirements provided therein or in any related documentation.

Upon the occurrence of a Group I Swap Event of Default, the non-defaulting party will have the right to designate an early termination date (an "Group I Early Termination Date"). Upon the occurrence of a Group I Swap Termination Event or a Group I Swap Additional Termination Event, a Group I Early Termination Date may be designated by one of the parties as specified in the Group I Interest Rate Swap Agreement, and will occur only upon notice (including, in some circumstances, notice to the rating agencies) and, in some circumstances, after any affected party has used reasonable efforts to transfer its rights and obligations under the Group I Interest Rate Swap Agreement to a related entity within a specified period after notice has been given of the Group I Swap Termination Event, and, in the case of a downgrade below the second ratings threshold, only if a firm offer from a related replacement swap provider remains capable of acceptance by the offeree, all as set forth in the Group I Interest Rate Swap Agreement. The occurrence of a Group I Early Termination Date under the Group I Interest Rate Swap Agreement will constitute a "Group I Swap Early Termination."

Upon a Group I Swap Early Termination, the Swap Administrator, on behalf of the Group I Supplemental Interest Trust, or the Group I Swap Provider may be liable to make a swap termination payment (the "Group I Swap Termination Payment") to the other, regardless, if applicable, of which of the parties has caused the termination. The Group I Swap Termination Payment will be based on the value of the Group I Interest Rate Swap Agreement computed in accordance with the procedures set forth in the Group I Interest Rate Swap Agreement. In the event that the Swap Administrator is required to make a Group I Swap Termination Payment to the Group I Swap Provider, the trust will be required to make a payment to the Swap Administrator in the same amount (to the extent such Group I Swap Termination Payment has not been paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group I Supplemental Interest Trust Trustee). In the case of a Group I Swap Termination Payment not triggered by a Group I Swap Provider Trigger Event (as defined in this prospectus supplement), the trust will be required to pay such amount on the related distribution date, and on any subsequent distribution date, until paid in full, prior to distributions to the related certificateholders, and in the case of a Group I Swap Termination Payment triggered by a Group I Swap Provider Trigger Event, the trust's obligation to make such payment generally will be subordinated to distributions to the holders of the related offered certificates to the extent described in the Pooling and Servicing Agreement.

Upon a Group I Swap Early Termination other than in connection with the optional termination of the trust relating to Loan Group I, the Swap Administrator, pursuant to the Swap Administration Agreement, will use reasonable efforts to appoint a successor swap provider to enter into a new interest rate swap agreement on terms substantially similar to the Group I Interest Rate Swap Agreement, with a successor swap provider meeting all applicable eligibility requirements. If the Swap Administrator receives a Group I Swap Termination Payment from the Group I Swap Provider in connection with such Group I Swap Early Termination, the Swap Administrator will apply such Group I Swap Termination Payment to any upfront payment required to appoint the successor swap provider. If the Swap Administrator is required to pay a Group I Swap Termination Payment to the Group I Swap Provider in connection with such Group I Swap Early Termination, the Swap Administrator will apply any upfront payment received from the successor swap provider to pay such Group I Swap Termination Payment. If the Swap Administrator is unable to appoint a successor swap provider within 30 days of the Group I Swap Early Termination, then the Swap Administrator will deposit any Group I Swap Termination Payment received from the original Group I Swap Provider into a separate, non-interest bearing reserve account and will, on each subsequent distribution date, withdraw from the amount then remaining on deposit in such reserve account an amount equal to the Group I Net Swap Payment, if any, that would have been paid to the Swap Administrator by the original Group I Swap Provider calculated in accordance with the terms of the original Group I Interest Rate Swap Agreement, and distribute such amount in accordance with the terms of the Pooling and Servicing Agreement and the Swap Administration Agreement.

Upon a Group I Swap Early Termination in connection with the optional termination of the trust with respect to Loan Group I, if the Swap Administrator is required to make a Group I Swap Termination Payment to the Group I Swap Provider, the party exercising such optional termination of the trust with respect to Loan Group I will be required to include in its payment an amount equal to such Group I Swap Termination Payment, as described in this prospectus supplement. If the Swap Administrator receives a Group I Swap Termination Payment from the Group I Swap Provider in connection with such Group I Swap Early Termination, such Swap Termination Payment generally will be available in accordance with the terms of the Swap Administration Agreement.

A "Group I Swap Provider Trigger Event" shall mean: (i) a Group I Event of Default under the Group I Interest Rate Swap Agreement with respect to which the Group I Swap Provider is a Defaulting Party (as defined in the Group I Interest Rate Swap Agreement), (ii) a Group I Termination Event under the Group I Interest Rate Swap Agreement with respect to which the Group I Swap Provider is the sole Affected Party (as defined in the Group I Interest Rate Swap Agreement) or (iii) a Group I Additional Termination Event under the Group I Interest Rate Swap Agreement with respect to which the Group I Swap Provider is the sole Affected Party.

The Group I Swap Provider

The Group I Swap Provider is a national banking association that has, as of the date of this prospectus supplement, long-term debt ratings from S&P, Fitch Ratings and Moody's of "AA-", "AA-" and "Aa2", respectively, and short-term debt ratings from S&P, Fitch Ratings and Moody's of "A-1+", "F1+" and "P-1", respectively. The ratings reflect the respective rating agency's current assessment of the creditworthiness of the Group I Swap Provider and may be subject to revision or withdrawal at any time by the rating agencies. The Group I Swap Provider will provide upon request, without charge, to each person to whom this prospectus supplement is delivered, a copy of the most recent audited annual financial statements of the Wachovia Corporation, the parent company of the Group I Swap Provider. Requests for such information should be directed to Wachovia Corporation – Investor Relations, (704) 374-6782 or in writing at Wachovia Corporation, Investor Relations, 301 South College Street, Charlotte, NC 28288-0206.

The Group I Swap Provider has not participated in the preparation of this prospectus supplement and has not reviewed and is not responsible for any information contained in this prospectus supplement, other than the information contained in the immediately preceding paragraph.

The significance percentage (as calculated in accordance with Regulation AB Item 1115) of the Group I Interest Rate Swap Agreement is less than 10%. As set forth in the Group I Interest Rate Swap Agreement, the Group I Swap Provider may be replaced in certain circumstances, including if the significance percentage of the Group I Interest Rate Swap Agreement is equal to or greater than 10%.

THE GROUP II INTEREST RATE SWAP AGREEMENT

LaSalle Bank National Association as the group II supplemental interest trust trustee (the "Group II Supplemental Interest Trust Trustee") will enter into an interest rate swap agreement (the "Group II Interest Rate Swap Agreement", and together with the Group I Interest Rate Swap Agreement, the Interest Rate Swap Agreements) with Wachovia Bank, N.A. (the "Group II Swap Provider", and together with the Group I Swap Provider, the "Swap Providers") for the benefit of the holders of the Group II Offered Certificates. The Group II Interest Rate Swap Agreement will be held in the group II supplemental interest trust (the "Group II Supplemental Interest Trust", and together with the Group I Supplemental Interest Trust, the "Supplemental Interest Trusts"). The Group II Supplemental Interest Trust Trustee will appoint the Swap Administrator (defined below) pursuant to the Swap Administration Agreement

(defined below) to receive and distribute funds with regards to the Group II Interest Rate Swap Agreement on behalf of the Group II Supplemental Interest Trust. On or before each distribution date, the Swap Administrator, pursuant to the Swap Administration Agreement, will deposit into an account held in the Group II Supplemental Interest Trust (the "Group II Swap Account", and together with the Group I Swap Account, the "Swap Accounts") certain amounts, if any, received from the Group II Swap Provider. The Swap Administrator will withdraw from the Group II Swap Account and distribute to holders of the Group II Offered Certificates certain amounts as described under "*The Swap Administration Agreement*" in this prospectus supplement. For the avoidance of doubt, the Group II Supplemental Interest Trust, the Group II Interest Rate Swap Agreement, the Swap Administration Agreement and the Group II Swap Account will not be assets of any REMIC.

Under the Group II Interest Rate Swap Agreement, on or before each distribution date commencing with the distribution date in January 2007 and ending with the distribution date in December 2011, the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, will be obligated to pay to the Group II Swap Provider a fixed amount for that distribution date, or the Group II Fixed Swap Payment, equal to the product of (x) a fixed rate equal to 4.9315% per annum, (y) the product of (i) the notional amount for that distribution date and (ii) 100, and (z) a fraction, the numerator of which is 30 (or, in the case of the first distribution date, the number of days from and including the effective date (as defined in the Group II Interest Rate Swap Agreement) to but excluding such distribution date, determined on a 30/360 basis) and the denominator of which is 360, and the Group II Swap Provider will be obligated to pay to the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, a floating amount, or the Group II Floating Swap Payment, equal to the product of (x) One-Month LIBOR as determined pursuant to the Group II Interest Rate Swap Agreement, for the related calculation period (as defined in the Group II Interest Rate Swap Agreement) (y) the product of (i) the notional amount for that distribution date and (ii) 100, and (z) a fraction, the numerator of which is equal to the actual number of days in the related calculation period and the denominator of which is 360. A net payment, referred to as a Group II Net Swap Payment, and together with a Group I Net Swap Payment, the Net Swap Payments, will be required to be made on or before each applicable distribution date (a) by the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, to the Group II Swap Provider, to the extent that the Group II Fixed Swap Payment for such distribution date exceeds the Group II Floating Swap Payment payable to the Swap Administrator for such distribution date, or (b) by the Group II Swap Provider to the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, to the extent that the Group II Floating Swap Payment payable to the trust exceeds the Group II Fixed Swap Payment for such distribution date. For each distribution date in respect of which a Group II Net Swap Payment is required to be made to the Group II Swap Provider, the trust, will be required to make a payment from funds with respect to Loan Group II, to the Group II Swap Account in the amount of such Group II Net Swap Payment, prior to distributions to the related certificateholders. The Swap Administrator, on behalf of the Group II Supplemental Interest Trust, will only be required to make a Group II Net Swap Payment to the Group II Swap Provider to the extent of funds paid by the trust with respect to Loan Group II to the Group II Swap Account.

The notional amount with respect to the Group II Interest Rate Swap Agreement and each distribution date set forth below will be the related notional amount set forth below.

Month of Distribution Date	Group II Interest Rate Swap Agreement Notional Amount ($)
January 2007	8,300,254.3126
February 2007	8,217,477.3633
March 2007	8,110,466.5948
April 2007	7,979,236.1623
May 2007	7,824,001.7333
June 2007	7,645,250.6671

Month of Distribution Date	Group II Interest Rate Swap Agreement Notional Amount ($)
July 2007	7,443,720.9019
August 2007	7,220,318.8197
September 2007	6,976,160.6027
October 2007	6,712,686.7995
November 2007	6,432,884.3138
December 2007	6,157,169.1739
January 2008	5,893,570.6817
February 2008	5,641,546.6896
March 2008	5,400,578.8611
April 2008	5,170,172.4110
May 2008	4,949,855.0252
June 2008	4,739,176.6968
July 2008	4,537,707.4644
August 2008	4,345,035.8887
September 2008	4,160,768.8981
October 2008	3,984,532.2043
November 2008	3,815,974.1923
December 2008	3,654,994.6930
January 2009	3,501,041.8086
February 2009	3,353,757.7322
March 2009	3,212,846.7620
April 2009	3,078,026.8503
May 2009	2,949,029.6360
June 2009	2,825,614.0892
July 2009	2,707,520.7989
August 2009	2,594,509.5018
September 2009	2,486,356.1732
October 2009	2,382,846.8841
November 2009	2,283,780.6091
December 2009	2,188,974.7990
January 2010	2,098,227.0254
February 2010	2,011,357.5136
March 2010	1,928,196.2730
April 2010	1,848,580.9128
May 2010	1,772,357.1189
June 2010	1,699,378.6614
July 2010	1,629,501.1409
August 2010	1,562,588.9328
September 2010	1,498,512.7993
October 2010	1,437,149.2541
November 2010	1,378,380.3176
December 2010	1,322,093.2755
January 2011	516,855.7882
February 2011	500,582.8988
March 2011	484,819.4853
April 2011	469,549.6639
May 2011	454,758.0440
June 2011	440,429.7138
July 2011	426,550.2244
August 2011	413,105.5769
September 2011	400,082.2066
October 2011	387,466.9716
November 2011	375,242.4330
December 2011	363,385.2670

The Group II Interest Rate Swap Agreement will terminate following the last distribution date specified above, unless the Group II Interest Rate Swap Agreement is terminated earlier upon the occurrence of a Group II Swap Event of Default, a Group II Early Termination Event or a Group II Swap Additional Termination Event, such as described below.

The respective obligations of the Group II Swap Provider and the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, to pay specified amounts due under the Group II Interest Rate Swap Agreement (other than any Group II Swap Termination Payment, as defined below) generally will be subject to the following conditions precedent: (1) no Group II Swap Event of Default (as defined below) or event that with the giving of notice or lapse of time or both would become a Group II Swap Event of Default will have occurred and be continuing with respect to the other party and (2) no "early termination date" (as defined in the Group II Interest Rate Swap Agreement) has occurred or been effectively designated.

Events of default under the Group II Interest Rate Swap Agreement (each a "Group II Swap Event of Default") include the following:

- failure to make a payment due under the Group II Interest Rate Swap Agreement, after notice of such failure is received and expiration of a specified grace period,

- failure by the Group II Swap Provider to comply with or perform certain agreements or obligations required under the Group II Interest Rate Swap Agreement after notice of such failure is received and expiration of a specified grace period,

- failure by the Group II Swap Provider to comply with or perform the second rating trigger collateral posting requirements of the Group II Interest Rate Swap Agreement if a second rating trigger downgrade has occurred and been continuing for a period specified in the Group II Interest Rate Swap Agreement and after notice of such failure is received and expiration of a specified grace period,

- certain representations by the Group II Swap Provider or its credit support provider prove to have been incorrect or misleading in any material respect,

- repudiation or certain defaults by the Group II Swap Provider or its credit support provider in respect of any derivative or similar transactions entered into between the Group II Supplemental Interest Trust Trustee and the Group II Swap Provider and specified for this purpose in the Group II Interest Rate Swap Agreement,

- cross-default by the Group II Swap Provider or its credit support provider relating generally to its obligations in respect of borrowed money in excess of a threshold specified in the Group II Interest Rate Swap Agreement,

- certain insolvency or bankruptcy events, and

- a merger by a party to the Group II Interest Rate Swap Agreement without an assumption of such party's obligations under the Group II Interest Rate Swap Agreement,

each as further described in the Group II Interest Rate Swap Agreement.

Group II Termination Events under the Group II Interest Rate Swap Agreement (each a "Group II Swap Termination Event") include the following:

- illegality (which generally relates to changes in law causing it to become unlawful for either party to perform its obligations under the Group II Interest Rate Swap Agreement),

- tax event (which generally relates to the application of certain withholding taxes to amounts payable under the Group II Interest Rate Swap Agreement, as a result of a change in tax law or, in certain circumstances solely with respect to the Swap Administrator, certain similar events), and

- tax event upon merger (which generally relates to the application of certain withholding taxes to amounts payable under the Group II Interest Rate Swap Agreement as a result of a merger or similar transaction),

each as further described in the Group II Interest Rate Swap Agreement.

Group II Additional termination events under the Group II Interest Rate Swap Agreement (each a "Group II Swap Additional Termination Events"), include the following:

- failure of the Group II Swap Provider to comply with the first rating trigger collateral posting requirements of the Group II Interest Rate Swap Agreement,

- if a second rating trigger downgrade has occurred and been continuing for a period specified in the Group II Interest Rate Swap Agreement and a firm offer from a replacement swap provider remains capable of acceptance by the offeree,

- failure of the Group II Swap Provider to comply with the Regulation AB provisions of the Group II Interest Rate Swap Agreement (including, if applicable, the provisions of any additional agreement incorporated by reference into the Group II Interest Rate Swap Agreement),

- occurrence of an optional termination of the securitization pursuant to the terms of the Pooling and Servicing Agreement, and

- amendment of the Pooling and Servicing Agreement in a manner contrary to the requirements of the Group II Interest Rate Swap Agreement,

each as further described in the Group II Interest Rate Swap Agreement.

If the Group II Swap Provider's credit ratings are withdrawn or reduced below the first ratings threshold specified in the Group II Interest Rate Swap Agreement and within for a period specified in the Group II Interest Rate Swap Agreement, the Group II Swap Provider fails either to transfer the Group II Interest Rate Swap Agreement at its sole cost and expense, in whole, but not in part, to a counterparty that satisfies the first ratings threshold or to obtain a guarantee from an entity that satisfies the first ratings threshold, the, the Group II Swap Provider will be required, at its own expense, to post collateral in accordance with the Group II Interest Rate Swap Agreement.

If the Group II Swap Provider's credit ratings are withdrawn or reduced below the second ratings threshold specified in the Group II Interest Rate Swap Agreement, the Group II Swap Provider will be required, at its own expense, either (1) to obtain a substitute swap provider which will assume the obligations of the Group II Swap Provider under the Group II Interest Rate Swap Agreement and which meets all applicable eligibility requirements provided therein or in any related documentation, or (2) to obtain a guarantor which will provide a guarantee of the obligations of the Group II Swap Provider under the Group II Interest Rate Swap Agreement that meets all eligibility requirements provided therein or in any related documentation.

Upon the occurrence of a Group II Swap Event of Default, the non-defaulting party will have the right to designate an early termination date (an "Group II Early Termination Date"). Upon the occurrence of a Group II Swap Termination Event or a Group II Swap Additional Termination Event, a Group II Early Termination Date may be designated by one of the parties as specified in the Group II Interest Rate Swap Agreement, and will occur only upon notice (including, in some circumstances, notice to the rating agencies) and, in some circumstances, after any affected party has used reasonable efforts to transfer its rights and obligations under the Group II Interest Rate Swap Agreement to a related entity within a specified period after notice has been given of the Group II Swap Termination Event, and, in the case of a downgrade below the second ratings threshold, only if a firm offer from a related replacement swap provider remains capable of acceptance by the offeree, all as set forth in the Group II Interest Rate Swap Agreement. The occurrence of a Group II Early Termination Date under the Group II Interest Rate Swap Agreement will constitute a "Group II Swap Early Termination."

Upon a Group II Swap Early Termination, the Swap Administrator, on behalf of the Group II Supplemental Interest Trust, or the Group II Swap Provider may be liable to make a swap termination payment (the "Group II Swap Termination Payment") to the other, regardless, if applicable, of which of the parties has caused the termination. The Group II Swap Termination Payment will be based on the value of the Group II Interest Rate Swap Agreement computed in accordance with the procedures set forth in the Group II Interest Rate Swap Agreement. In the event that the Swap Administrator is required to make a Group II Swap Termination Payment to the Group II Swap Provider, the trust will be required to make a payment to the Swap Administrator in the same amount (to the extent such Group II Swap Termination Payment has not been paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee). In the case of a Group II Swap Termination Payment not triggered by a Group II Swap Provider Trigger Event (as defined in this prospectus supplement), the trust will be required to pay such amount on the related distribution date, and on any subsequent distribution date, until paid in full, prior to distributions to the related certificateholders, and in the case of a Group II Swap Termination Payment triggered by a Group II Swap Provider Trigger Event, the trust's obligation to make such payment generally will be subordinated to distributions to the holders of the related offered certificates to the extent described in the Pooling and Servicing Agreement.

Upon a Group II Swap Early Termination other than in connection with the optional termination of the trust relating to Loan Group II, the Swap Administrator, pursuant to the Swap Administration Agreement, will use reasonable efforts to appoint a successor swap provider to enter into a new interest rate swap agreement on terms substantially similar to the Group II Interest Rate Swap Agreement, with a successor swap provider meeting all eligibility requirements. If the Swap Administrator receives a Group II Swap Termination Payment from the Group II Swap Provider in connection with such Group II Swap Early Termination, the Swap Administrator will apply such Group II Swap Termination Payment to any upfront payment required to appoint the successor swap provider. If the Swap Administrator is required to pay a Group II Swap Termination Payment to the Group II Swap Provider in connection with such Group II Swap Early Termination, the Swap Administrator will apply any upfront payment received from the successor swap provider to pay such Group II Swap Termination Payment. If the Swap Administrator is

unable to appoint a successor swap provider within 30 days of the Group II Swap Early Termination, then the Swap Administrator will deposit any Group II Swap Termination Payment received from the original Group II Swap Provider into a separate, non-interest bearing reserve account and will, on each subsequent distribution date, withdraw from the amount then remaining on deposit in such reserve account an amount equal to the Group II Net Swap Payment, if any, that would have been paid to the Swap Administrator by the original Group II Swap Provider calculated in accordance with the terms of the original Group II Interest Rate Swap Agreement, and distribute such amount in accordance with the terms of the Pooling and Servicing Agreement and the Swap Administration Agreement.

Upon a Group II Swap Early Termination in connection with the optional termination of the trust with respect to Loan Group II, if the Swap Administrator is required to make a Group II Swap Termination Payment to the Group II Swap Provider, the party exercising such optional termination of the trust with respect to Loan Group II will be required to include in its payment an amount equal to such Group II Swap Termination Payment, as described in this prospectus supplement. If the Swap Administrator receives a Group II Swap Termination Payment from the Group II Swap Provider in connection with such Group II Swap Early Termination, such Swap Termination Payment generally will be available in accordance with the terms of the Swap Administration Agreement.

A "Group II Swap Provider Trigger Event" shall mean: (i) a Group II Event of Default under the Group II Interest Rate Swap Agreement with respect to which the Group II Swap Provider is a Defaulting Party (as defined in the Group II Interest Rate Swap Agreement), (ii) a Group II Termination Event under the Group II Interest Rate Swap Agreement with respect to which the Group II Swap Provider is the sole Affected Party (as defined in the Group II Interest Rate Swap Agreement) or (iii) a Group II Additional Termination Event under the Group II Interest Rate Swap Agreement with respect to which the Group II Swap Provider is the sole Affected Party.

The Group II Swap Provider

The Group II Swap Provider is a national banking association that has, as of the date of this prospectus supplement, long-term debt ratings from S&P, Fitch Ratings and Moody's of "AA-", "AA-" and "Aa2", respectively, and short-term debt ratings from S&P, Fitch Ratings and Moody's of "A-1+", "F1+" and "P-1", respectively. The ratings reflect the respective rating agency's current assessment of the creditworthiness of the Group II Swap Provider and may be subject to revision or withdrawal at any time by the rating agencies. The Group II Swap Provider will provide upon request, without charge, to each person to whom this prospectus supplement is delivered, a copy of the most recent audited annual financial statements of the Wachovia Corporation, the parent company of the Group II Swap Provider. Requests for such information should be directed to Wachovia Corporation – Investor Relations, (704) 374-6782 or in writing at Wachovia Corporation, Investor Relations, 301 South College Street, Charlotte, NC 28288-0206.

The Group II Swap Provider has not participated in the preparation of this prospectus supplement and has not reviewed and is not responsible for any information contained in this prospectus supplement, other than the information contained in the immediately preceding paragraph.

The significance percentage (as calculated in accordance with Regulation AB Item 1115) of the Group II Interest Rate Swap Agreement is less than 10%. As set forth in the Group II Interest Rate Swap Agreement, the Group II Swap Provider may be replaced in certain circumstances, including if the significance percentage of the Group II Interest Rate Swap Agreement is equal to or greater than 10%.

THE SWAP ADMINISTRATION AGREEMENT

LaSalle Bank National Association will act as swap administrator (in such capacity, the "Swap Administrator") under a swap administration agreement (the "Swap Administration Agreement"). The Swap Administrator will only be obligated to make payments to holders of the related offered certificates to the extent that it receives the related funds from the related swap provider. The Swap Administrator will only be obligated to make payments to the related swap provider to the extent that it receives the related funds from the trust. The Swap Administrator will be entitled to reimbursement or indemnification by the trust for any loss, liability or expense arising out of or in connection with the Swap Administration Agreement as set forth in the Pooling and Servicing Agreement except any such loss, liability or expense as may arise from its negligence or intentional misconduct. Any resignation or removal of LaSalle Bank National Association as trustee will also result in the resignation or removal, as applicable, of LaSalle Bank National Association as the Swap Administrator.

On or before each distribution date, as applicable, Group I Net Swap Payments payable by the Group I Swap Provider to the Swap Administrator under the Group I Interest Rate Swap Agreement will be deposited by the Swap Administrator into the Group I Swap Account in respect of the Group I Interest Rate Swap Agreement. On each distribution date, to the extent required, the Swap Administrator will withdraw the following amounts from amounts on deposit in the Group I Swap Account and distribute such amounts to the Group I Offered Certificates in the following order of priority:

first, to each class of Class I-A Certificates, on a pro rata basis, to pay Current Interest and any Interest Carry Forward Amount to the extent due to the interest portion of a Realized Loss with respect to the mortgage loans in Loan Group I, in each case to the extent not fully paid as described under "*Description of the Certificates — Distributions on the Certificates —Interest Distributions*" above;

second, sequentially to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, to pay Current Interest, to the extent not fully paid as described under "*Description of the Certificates—Distributions on the Certificates—Interest Distributions*" above, and any Interest Carry Forward Amount, in each case to the extent due to the interest portion of a Realized Loss with respect to the mortgage loans in Loan Group I as described under "*Description of the Certificates—Distributions on the Certificates—Interest Distributions*" above;

third, to pay, first to the Class I-A Certificates, on a pro rata basis, based on the amount of the Basis Risk Shortfall Carry Forward Amount with respect to Loan Group I for each such Class, and second, sequentially to the Class I-M-1, Class I-M-2, Class I-M-3, Class I-M-4, Class I-M-5, Class I-M-6, Class I-M-7, Class I-M-8 and Class I-M-9 Certificates, in that order, any Basis Risk Shortfall Carry Forward Amounts with respect to Loan Group I for such distribution date; and

fourth, to pay as principal to the Group I Offered Certificates to be applied as part of the Group I Extra Principal Distribution Amount to the extent that the Group I Overcollateralization Amount is reduced below the Group I Overcollateralization Target Amount as a result of Realized Losses with respect to Loan Group I and to the extent not covered by Excess Spread with respect to Loan Group I and to be distributed in the same manner and priority as the Principal Distribution Amount with respect to Loan Group I and as described under "*Description of the Certificates—Excess Spread and Overcollateralization Provisions*" above.

Any amounts remaining in the Group I Swap Account after the distributions described in clauses *first* through *fourth* above will be distributed by the Swap Administrator as set forth in the Swap Administration Agreement.

Amounts payable by the trust to the Swap Administrator in respect of Group I Net Swap Payments payable to the Group I Swap Provider and Group I Swap Termination Payments other than Group I Swap Termination Payments resulting from a Group I Swap Provider Trigger Event payable to the Group I Swap Provider (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Group I Supplemental Interest Trust Trustee) will be deducted from available funds before distributions to the holders of the Group I Offered Certificates. On or before each applicable distribution date, such amounts will be distributed by the trust to the Swap Administrator, and paid by the Swap Administrator to the Group I Swap Provider in the following order of priority:

first, to make any Group I Net Swap Payment owed to the Group I Swap Provider pursuant to the Group I Interest Rate Swap Agreement for such distribution date, and

second, to make any Group I Swap Termination Payment not due to a Group I Swap Provider Trigger Event owed to the Group I Swap Provider pursuant to the Group I Interest Rate Swap Agreement (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Swap Administrator).

Payments by the trust to the Swap Administrator in respect of any Group I Swap Termination Payment triggered by a Group I Swap Provider Trigger Event owed to the Group I Swap Provider pursuant to the Group I Interest Rate Swap Agreement (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Group I Supplemental Interest Trust Trustee) will be subordinated to distributions to the holders of the Group I Offered Certificates and will be paid by the trust to the Swap Administrator as set forth in the Pooling and Servicing Agreement.

On or before each distribution date, as applicable, Group II Net Swap Payments payable by the Group II Swap Provider to the Swap Administrator under the Group II Interest Rate Swap Agreement will be deposited by the Swap Administrator into the Group II Swap Account in respect of the Group II Interest Rate Swap Agreement. On each distribution date, to the extent required, the Swap Administrator will withdraw the following amounts from amounts on deposit in the Group II Swap Account and distribute such amounts to the Group II Offered Certificates in the following order of priority:

first, to each class of Class II-A Certificates, on a pro rata basis, to pay Current Interest and any Interest Carry Forward Amount to the extent due to the interest portion of a Realized Loss with respect to the mortgage loans in Loan Group II, in each case to the extent not fully paid as described under "*Description of the Certificates — Distributions on the Certificates —Interest Distributions*" above;

second, sequentially to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, to pay Current Interest, to the extent not fully paid as described under "*Description of the Certificates—Distributions on the Certificates—Interest Distributions*" above, and any Interest Carry Forward Amount, in each case to the extent due to the interest portion of a Realized Loss with respect to the mortgage loans in Loan Group II as described under "*Description of the Certificates—Distributions on the Certificates—Interest Distributions*" above;

third, to pay, first to the Class II-A Certificates, on a pro rata basis, based on the amount of the Basis Risk Shortfall Carry Forward Amount with respect to Loan Group II for each such Class, and second, sequentially to the Class II-M-1, Class II-M-2, Class II-M-3, Class II-M-4, Class II-M-5, Class II-M-6, Class II-M-7, Class II-M-8 and Class II-M-9 Certificates, in that order, any Basis Risk Shortfall Carry Forward Amounts with respect to Loan Group II for such distribution date; and

fourth, to pay as principal to the Group II Offered Certificates to be applied as part of the Group II Extra Principal Distribution Amount to the extent that the Group II Overcollateralization Amount is reduced below the Group II Overcollateralization Target Amount as a result of Realized Losses with respect to Loan Group II and to the extent not covered by Excess Spread with respect to Loan Group II and to be distributed in the same manner and priority as the Principal Distribution Amount with respect to Loan Group II and as described under "*Description of the Certificates—Excess Spread and Overcollateralization Provisions*" above.

Any such amounts remaining in the Group II Swap Account after the distributions described in clauses *first* through *fourth* above will be distributed by the Swap Administrator as set forth in the Swap Administration Agreement.

Amounts payable by the trust to the Swap Administrator in respect of Group II Net Swap Payments payable to the Group II Swap Provider and Group II Swap Termination Payments other than Group II Swap Termination Payments resulting from a Group II Swap Provider Trigger Event payable to the Group II Swap Provider (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee) will be deducted from available funds before distributions to the holders of the Group II Offered Certificates. On or before each applicable distribution date, such amounts will be distributed by the trust to the Swap Administrator, and paid by the Swap Administrator to the Group II Swap Provider in the following order of priority:

first, to make any Group II Net Swap Payment owed to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement for such distribution date, and

second, to make any Group II Swap Termination Payment not due to a Group II Swap Provider Trigger Event owed to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Swap Administrator).

Payments by the trust to the Swap Administrator in respect of any Group II Swap Termination Payment triggered by a Group II Swap Provider Trigger Event owed to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement (to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee) will be subordinated to distributions to the holders of the Group II Offered Certificates and will be paid by the trust to the Swap Administrator as set forth in the Pooling and Servicing Agreement.

YIELD, PREPAYMENT AND MATURITY CONSIDERATIONS

General

The weighted average life of, and the yield to maturity on, each class of offered certificates generally will be directly related to the rate of payment of principal, including prepayments, of the mortgage loans in the related loan group. The actual rate of principal prepayments on pools of mortgage loans is influenced by a variety of economic, tax, geographic, demographic, social, legal and other factors and has fluctuated considerably in recent years. In addition, the rate of principal prepayments may differ among pools of mortgage loans at any time because of specific factors relating to the mortgage loans in the particular pool, including, among other things, the age of the mortgage loans, the geographic locations of the properties securing the loans, the extent of the mortgagors' equity in such properties, and changes

in the mortgagors' housing needs, job transfers and employment status. The rate of principal prepayments may also be affected by whether the mortgage loans impose prepayment penalties. Approximately 71.48% of the mortgage loans in Loan Group I, by aggregate principal balance of such mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years after origination, which prepayment charges may discourage prepayments during the applicable period. Approximately 70.86%, 61.50% and 55.69% of the mortgage loans in Subgroup II-1, Subgroup II-2 and Subgroup II-3, respectively, and approximately 64.69% of the mortgage loans in Loan Group II in the aggregate, in each case by aggregate principal balance of the related mortgage loans as of the cut-off date, imposed a prepayment charge in connection with voluntary prepayments made within up to five years after origination, which prepayment charges may discourage prepayments during the applicable period. For a detailed description of the characteristics of the prepayment charges on the mortgage loans, and the standards under which the prepayment charges may be waived by the master servicer, please see "*The Mortgage Pool—Prepayment Charges on the Mortgage Loans*" in this prospectus supplement. There can be no assurance that the prepayment charges will have any effect on the prepayment performance of the mortgage loans.

These penalties, if still applicable and if enforced by the master servicer would typically discourage prepayments on the mortgage loans. The holders of the related Class P Certificates will be entitled to all prepayment charges received on the mortgage loans in the related loan group and these amounts will not be available for distribution on the other classes of related certificates. However, there can be no assurance that the prepayment charges will have any effect on the prepayment performance of the mortgage loans in the related loan group. Investors are encouraged to conduct their own analysis of the effect, if any, that the prepayment charges may have on the prepayment performance of the mortgage loans in the related loan group.

The timing of changes in the rate of prepayments may significantly affect the actual yield to investors who purchase the offered certificates at prices other than par, even if the average rate of principal prepayments is consistent with the expectations of investors. In general, the earlier the payment of principal of the mortgage loans the greater the effect on an investor's yield to maturity. As a result, the effect on an investor's yield of principal prepayments occurring at a rate higher or lower than the rate anticipated by the investor during the period immediately following the issuance of the offered certificates may not be offset by a subsequent like reduction or increase in the rate of principal prepayments.

Certain of the mortgage loans were underwritten generally in accordance with underwriting standards which are primarily intended to provide for single family "non-conforming" mortgage loans. A "non-conforming" mortgage loan means a mortgage loan which is ineligible for purchase by Fannie Mae or Freddie Mac due to either credit characteristics of the related mortgagor, i.e., borrowers on the mortgage loans may have an impaired or unsubstantiated credit history, or documentation standards in connection with the underwriting of the related mortgage loan that do not meet the Fannie Mae or Freddie Mac underwriting guidelines. These documentation standards may include mortgagors who provide limited or no documentation in connection with the underwriting of the related mortgage loan. Accordingly, mortgage loans underwritten under the originator's non-conforming credit underwriting standards are likely to experience rates of delinquency, foreclosure and loss that are higher, and may be substantially higher, than mortgage loans originated in accordance with the Fannie Mae or Freddie Mac underwriting guidelines. Any resulting losses, to the extent not covered by credit enhancement, may affect the yield to maturity of the offered certificates.

The weighted average life and yield to maturity of each class of offered certificates will also be influenced by the amount of Excess Spread generated by the mortgage loans in the related loan group and applied in reduction of the Certificate Principal Balances of such certificates. The level of Excess Spread

available on any distribution date to be applied in reduction of the Certificate Principal Balances of the related offered certificates will be influenced by, among other factors,

- the overcollateralization level of the assets in the related loan group at such time, i.e., the extent to which interest on the mortgage loans in the related loan group is accruing on a higher Stated Principal Balance than the Certificate Principal Balance of the related offered certificates;

- with respect to the Group I Offered Certificates, the final Group I Overcollateralization Target Amount, Group I Stepdown Date and the final Group I Trigger Event;

- with respect to the Group II Offered Certificates, the final Group II Overcollateralization Target Amount, Group II Stepdown Date and the final Group II Trigger Event;

- the delinquency and default experience of the mortgage loans in the related loan group; and

- the provisions of the Pooling and Servicing Agreement that permit principal collections to be distributed to the related Class CE Certificates and the related Class R Certificates in each case as provided in the Pooling and Servicing Agreement when required overcollateralization levels for the related loan groups have been met.

To the extent that greater amounts of Excess Spread are distributed in reduction of the Certificate Principal Balance of a class of related offered certificates, the weighted average life thereof can be expected to shorten. No assurance, however, can be given as to the amount of Excess Spread to be distributed at any time or in the aggregate.

We refer you to "*Description of the Certificates — Distributions on the Certificates*" and " — *Excess Spread and Overcollateralization Provisions*" in this prospectus supplement.

The yields to maturity of the offered certificates and, in particular the subordinated certificates, in the order of payment priority, will be progressively more sensitive to the rate, timing and severity of Realized Losses on the mortgage loans in the related loan group. If an Applied Realized Loss Amount is allocated to a class of the related offered certificates, that class will thereafter accrue interest on a reduced Certificate Principal Balance.

Prepayments and Yields of Offered Certificates

The extent to which the yield to maturity of the offered certificates may vary from the anticipated yield will depend upon the degree to which it is purchased at a discount or premium and, correspondingly, the degree to which the timing of payments thereon is sensitive to prepayments, liquidations and purchases of the mortgage loans in the related loan group. In particular, in the case of the offered certificates purchased at a discount, an investor is encouraged to consider the risk that a slower than anticipated rate of principal payments, liquidations and purchases of the mortgage loans in the related loan group could result in an actual yield to such investor that is lower than the anticipated yield and, in the case of an offered certificate purchased at a premium, the risk that a faster than anticipated rate of principal payments, liquidations and purchases of such mortgage loans in the related loan group could result in an actual yield to such investor that is lower than the anticipated yield.

Mortgage loans with higher mortgage rates may prepay faster than mortgage loans with relatively lower mortgage rates in response to a given change in market interest rates. Any such disproportionate prepayment of mortgage loans may reduce the Net Rate Cap applicable to a class or classes of certificates. If the Pass-Through Rate on a class of certificates is limited by its Net Rate Cap no amounts will be distributable on the applicable distribution date or on any future distribution date in respect of the foregone interest amounts, except to the extent that amounts under the related Interest Rate Swap Agreement and any Excess Spread with respect to such loan group is available on future distribution dates to pay Basis Risk Shortfall Carry Forward Amounts with respect to such loan group. See *"Description of the Certificates — Excess Spread and Overcollateralization Provisions" , The Group I Interest Rate Swap Agreement"* and *"The Group II Interest Rate Swap Agreement"*.

To the extent that the Pass-Through Rate on the related offered certificates is limited by the applicable Net Rate Cap, the difference between (x) the interest amount payable to such class at the applicable Pass-Through Rate without regard to the related Net Rate Cap, and (y) the Current Interest payable to such class on an applicable distribution date will create a Basis Risk Shortfall. The related Interest Rate Swap Agreement will provide some protection against such Basis Risk Shortfalls. However, the related Interest Rate Swap Agreement may not provide sufficient funds to cover all such Basis Risk Shortfalls. In addition, payments under the related Interest Rate Swap Agreement are limited to a specified rate in effect from time to time. To the extent that net amounts payable under the related Interest Rate Swap Agreement are insufficient to cover all such related Basis Risk Shortfalls, some or all of the related Excess Spread may be used. However, there can be no assurance that the related Excess Spread will be sufficient to cover these related Basis Risk Shortfalls, particularly because on any distribution date where the Pass-Through Rate is limited to the related Net Rate Cap, there will be little or no excess interest.

In the case of the related Interest Rate Swap Agreement, in the event of a decrease in One-Month LIBOR, the amount of Excess Spread available to the related offered certificates will be reduced by any related Net Swap Payments and related Swap Termination Payments (to the extent not due to a related Swap Provider Trigger Event and to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee) paid to the related swap provider as described in this prospectus supplement. In addition, the related Net Rate Cap and therefore the Pass-Through Rate on the related offered certificates may be reduced by the requirement of the trust to pay any related Net Swap Payments and related Swap Termination Payments (to the extent not due to a related Swap Provider Trigger Event and to the extent not paid by the Swap Administrator from any upfront payment received pursuant to any related replacement interest rate swap agreement that may be entered into by the Group II Supplemental Interest Trust Trustee) to the related Swap Provider as described in this prospectus supplement.

The "last scheduled distribution date" for each class of Group I Offered Certificates (other than the Class I-A-1 Certificates and Class I-A-2 Certificates) is the distribution date in December 2036, which is the distribution date in the month following the latest maturing mortgage loan. Assuming a 0% prepayment assumption, no losses or delinquencies on the mortgage loans in Loan Group I, and no Excess Spread with respect to Loan Group I on any distribution date, the last scheduled distribution date for the Class I-A-1 Certificates and Class I-A-2 Certificates is the distribution date in July 2032 and October 2036, respectively. The "last scheduled distribution date" for each class of Group II Offered Certificates (other than the Class II-1A-1 Certificates and Class II-1A-2 Certificates) is the distribution date in December 2036, which is the distribution date in the month following the latest maturing mortgage loan. Assuming a 0% prepayment assumption, no losses or delinquencies on the mortgage loans in Loan Group II, and no Excess Spread with respect to Loan Group II on any distribution date, the last scheduled distribution date for the Class II-1A-1 Certificates and Class II-1A-2 Certificates is the

distribution date in October 2031 and November 2036, respectively. The actual final distribution date with respect to each class of offered certificates could occur significantly earlier than its last scheduled distribution date because

- prepayments on the mortgage loans in the related loan group are likely to occur which will be applied to the payment of the Certificate Principal Balances thereof,

- Excess Spread in respect of each loan group to the extent available will be applied as an accelerated payment of principal on the related offered certificates to the extent described in this prospectus supplement, and

- the majority holder of the related Class CE Certificates may purchase all the mortgage loans in the related loan group when the outstanding Stated Principal Balances thereof and REO properties have declined to 10% or less of the cut-off date principal balance of the mortgage loans in the related loan group and may purchase mortgage loans in certain other circumstances as described in this prospectus supplement. If the majority holder of the related Class CE Certificates does not exercise such right, the master servicer may purchase all the mortgage loans in the related loan group when the outstanding Stated Principal Balances thereof and REO properties have declined to 5% or less of the cut-off date principal balance of the mortgage loans in the related loan group and may purchase mortgage loans in certain other circumstances as described in this prospectus supplement.

The sponsor may from time to time implement programs designed to encourage refinancing. These programs may include, without limitation, modifications of existing loans, general or targeted solicitations, the offering of pre-approved applications, reduced origination fees or closing costs, or other financial incentives. Targeted solicitations may be based on a variety of factors, including the credit of the borrower or the location of the mortgaged property. In addition, the sponsor may encourage assumptions of mortgage loans, including defaulted mortgage loans, under which creditworthy borrowers assume the outstanding indebtedness of the mortgage loans which may be removed from the mortgage pool. As a result of these programs, with respect to the mortgage pool underlying any trust, the rate of principal prepayments of the mortgage loans in the mortgage pool may be higher than would otherwise be the case, and in some cases, the average credit or collateral quality of the mortgage loans remaining in the mortgage pool may decline.

Prepayments on mortgage loans are commonly measured relative to a prepayment standard or model. The model used in this prospectus supplement, which we refer to as the prepayment model, is a prepayment assumption which represents an assumed rate of prepayment each month relative to the then outstanding principal balance of a pool of mortgage loans similar to the mortgage loans for the life of such mortgage loans. A 100% prepayment assumption assumes that the outstanding principal balance of a pool of mortgage loans prepays at a constant prepayment rate (“CPR”) of 4% in the first month of the life of such pool, such rate increasing by an additional approximate 1.91% CPR (precisely 21%/11), in the case of the fixed rate mortgage loans, and an additional approximate 2.82% CPR (precisely 31%/11) in the case of the adjustable rate mortgage loans, each month thereafter through the twelfth month of the life of such pool, and such rate thereafter remaining constant at 25% CPR, in the case of the fixed rate mortgage loans, and 35% CPR, in the case of the adjustable rate mortgage loans, for the remainder of the life of such pool.

There is no assurance, however, that prepayments on the mortgage loans will conform to any level of the prepayment model, and no representation is made that the mortgage loans will prepay at the prepayment rates shown or any other prepayment rate. The rate of principal payments on pools of mortgage loans is influenced by a variety of economic, geographic, social and other factors, including the

level of interest rates. Other factors affecting prepayment of mortgage loans include changes in obligors, housing needs, job transfers and unemployment. In the case of mortgage loans in general, if prevailing interest rates fall significantly below the interest rates on such mortgage loans, the mortgage loans are likely to be subject to higher prepayment rates than if prevailing interest rates remain at or above the rates borne by such mortgage loans. Conversely, if prevailing interest rates rise above the interest rates on such mortgage loans, the rate of prepayment would be expected to decrease.

The following tables have been prepared on the basis of the following assumptions, which we refer to, collectively, as modeling assumptions:

- the mortgage loans in the respective loan groups or subgroups prepay at the indicated percentages of the prepayment assumption;
- distributions on the offered certificates are received, in cash, on the 25th day of each month, commencing in January 2007, in accordance with the payment priorities defined in this prospectus supplement;
- no defaults or delinquencies in, or modifications, waivers or amendments respecting, the payment by the mortgagors of principal and interest on the mortgage loans occur;
- scheduled payments are assumed to be received on the first day of each month commencing in January 2007, there are no shortfalls in the payment of interest to certificateholders, and prepayments represent payment in full of individual mortgage loans and are assumed to be received on the last day of each month, commencing in December 2006, and include 30 days interest thereon;
- the level of Six-Month LIBOR and One-Month LIBOR remains constant at 5.36% and 5.36% per annum, respectively;
- the mortgage rate on each adjustable rate mortgage loan will be adjusted on each interest adjustment date (as necessary) to a rate equal to Six-Month LIBOR (as described above), plus the applicable gross margin, subject to maximum lifetime mortgage rates, minimum lifetime mortgage rates and periodic caps (as applicable);
- scheduled payments of principal and interest on the mortgage loans are calculated on their respective principal balances (prior to giving effect to prepayments received thereon during the preceding calendar month), mortgage rate and remaining amortization terms to maturity such that the mortgage loans will fully amortize by their remaining amortization terms (taking into account any remaining interest only periods or balloon periods) except in the case of loan numbers 5, 21, 38 and 57 indicated in the table below which amortize for the first ten years based on a 40-year term to maturity, and thereafter amortize based on a 20-year term to maturity;
- scheduled payments of principal and interest on each mortgage loan will be adjusted in the month immediately following each interest adjustment date (as necessary) for such mortgage loan to equal the fully amortizing payment described in the bullet point above;
- the closing date for the certificates is December 29, 2006;
- the subsequent mortgage loans are included in the trust on the closing date

- with respect to Loan Group I, the Group I Overcollateralization Target Amount, the Group I Stepdown Date and the Group I Trigger Event are described in this prospectus supplement;

- with respect to Loan Group II, the Group II Overcollateralization Target Amount, the Group II Stepdown Date and the Group II Trigger Event are described in this prospectus supplement;

- except as indicated with respect to the weighted average lives, the majority holder of the related Class CE Certificates or the master servicer, as applicable, does not exercise its right to purchase the assets of the trust fund with respect to the related loan group on the related optional termination date; and

- each loan group or subgroup consists of mortgage loans having the approximate characteristics described below:

Loan Number	Group/ Subgroup	Current Balances ($)	Current Mortgage Rate (%)	Aggregate Expense Rate (%)	Remaining Term to Maturity (in months)	Original Amortization Term (in months)	Remaining Amortization Term (in months)	Gross Margin (%)	Initial Periodic Rate Cap (%)
1	I	10,260,575.93	8.340	0.500	359	480	475	N/A	N/A
2	I	2,520,031.84	8.256	0.500	359	600	599	N/A	N/A
3	I	36,978,832.88	8.452	0.500	N/A	355	353	N/A	N/A
4	I	1,231,915.00	7.804	0.500	N/A	360	359	N/A	N/A
5	I	2,356,662.43	8.246	0.500	N/A	480	479	5.707	2.000
6	I	99,218,546.62	9.097	0.500	N/A	360	358	5.623	2.593
7	I	100,068,041.73	8.751	0.500	358	480	478	5.649	2.524
8	I	11,197,016.91	7.670	0.500	359	600	599	5.481	2.000
9	I	43,750,376.28	8.468	0.500	N/A	360	358	5.523	2.787
10	I	3,481,293.27	8.667	0.500	N/A	360	358	5.670	2.467
11	I	1,774,374.65	8.631	0.500	358	480	476	5.765	2.653
12	I	687,104.87	7.437	0.500	359	600	599	5.774	2.000
13	I	2,042,600.00	8.705	0.500	N/A	360	358	5.803	2.760
14	I	749,300.31	7.125	0.500	N/A	360	359	5.250	2.000
15	I	2,884,066.90	12.031	0.500	178	360	357	N/A	N/A
16	I	2,953,728.65	12.233	0.500	N/A	347	345	N/A	N/A
17	II-1	15,113,663.24	7.869	0.500	359	480	478	N/A	N/A
18	II-1	5,098,531.06	7.108	0.500	359	600	599	N/A	N/A
19	II-1	38,042,991.55	7.988	0.500	N/A	355	353	N/A	N/A
20	II-1	7,141,627.85	7.245	0.500	N/A	360	359	N/A	N/A
21	II-1	8,729,260.26	7.777	0.500	N/A	480	477	5.345	2.000
22	II-1	69,753,129.80	8.586	0.500	N/A	360	358	5.559	2.182
23	II-1	104,985,166.06	8.298	0.500	359	480	478	5.533	2.125
24	II-1	12,108,209.51	7.681	0.500	359	600	598	5.400	2.000
25	II-1	69,766,793.82	7.734	0.500	N/A	360	358	5.461	2.132
26	II-1	12,255,076.44	8.502	0.500	N/A	360	358	6.074	2.293
27	II-1	7,098,905.79	8.601	0.500	358	480	478	6.302	2.409
28	II-1	1,168,296.01	7.147	0.500	359	600	599	5.515	2.000
29	II-1	8,085,800.00	7.755	0.500	N/A	360	357	6.392	2.661
30	II-1	1,057,963.83	7.730	0.500	N/A	360	359	5.361	2.131
31	II-1	301,930.69	6.390	0.500	359	600	599	5.250	2.000
32	II-1	13,841,206.23	11.284	0.500	178	360	356	N/A	N/A
33	II-1	16,432,618.55	11.349	0.500	N/A	336	334	N/A	N/A
34	II-2	11,367,740.76	7.792	0.500	359	480	478	N/A	N/A
35	II-2	6,764,912.02	7.419	0.500	359	600	599	N/A	N/A
36	II-2	46,819,331.19	7.812	0.500	N/A	352	351	N/A	N/A
37	II-2	6,822,776.32	7.436	0.500	N/A	352	350	N/A	N/A
38	II-2	7,874,340.15	8.193	0.500	N/A	480	478	5.548	2.000
39	II-2	60,612,067.74	8.781	0.500	N/A	360	358	5.619	2.176
40	II-2	65,434,196.25	8.508	0.500	358	480	478	5.651	2.137
41	II-2	10,052,349.26	7.353	0.500	359	600	599	5.535	2.000
42	II-2	23,472,022.91	7.652	0.500	N/A	360	359	5.535	2.151
43	II-2	9,981,384.44	8.147	0.500	N/A	360	358	5.688	2.199
44	II-2	4,387,690.05	8.218	0.500	358	480	478	5.894	2.021
45	II-2	1,110,171.61	7.032	0.500	358	600	598	5.250	2.000
46	II-2	4,999,313.30	7.533	0.500	N/A	360	358	5.800	2.373
47	II-2	1,097,197.82	7.625	0.500	N/A	360	359	5.372	2.000
48	II-2	379,754.96	7.600	0.500	358	480	478	6.100	3.000
49	II-2	662,257.31	6.432	0.500	359	600	599	5.250	2.000
50	II-2	370,000.00	7.150	0.500	N/A	360	358	6.100	3.000
51	II-2	1,462,657.30	11.453	0.500	178	360	358	N/A	N/A
52	II-2	1,628,122.87	11.083	0.500	N/A	352	351	N/A	N/A
53	II-3	10,788,519.11	7.520	0.500	358	480	478	N/A	N/A
54	II-3	4,453,047.59	7.453	0.500	359	600	599	N/A	N/A
55	II-3	23,498,262.40	7.687	0.500	N/A	352	349	N/A	N/A
56	II-3	4,040,874.87	7.009	0.500	N/A	360	358	N/A	N/A
57	II-3	5,421,459.63	8.172	0.500	N/A	480	474	5.456	2.000
58	II-3	42,632,205.23	8.862	0.500	N/A	360	358	5.506	2.023
59	II-3	46,201,078.61	8.211	0.500	359	480	478	5.473	2.017
60	II-3	7,393,619.27	7.490	0.500	359	600	599	5.393	2.000
61	II-3	15,011,434.24	7.494	0.500	N/A	360	358	5.311	2.000
62	II-3	7,119,832.76	9.252	0.500	N/A	360	357	6.053	1.524
63	II-3	3,514,121.25	9.400	0.500	358	480	477	5.956	1.500
64	II-3	3,671,519.35	8.915	0.500	N/A	360	358	5.757	1.576

Loan Number	Group/ Subgroup	Subsequent Periodic Rate Cap (%)	Minimum Gross Mortgage Rate (%)	Maximum Gross Mortgage Rate (%)	Number of Months Until First Rate Adjustment	Rate Adjustment Frequency (in months)	Index	Remaining Interest Only Period (in months)
1	I	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	I	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	I	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	I	N/A	N/A	N/A	N/A	N/A	N/A	90
5	I	1.000	8.246	13.246	23	6	6 Mo. LIBOR	N/A
6	I	1.009	7.459	14.679	22	6	6 Mo. LIBOR	N/A
7	I	1.002	7.524	14.225	22	6	6 Mo. LIBOR	N/A
8	I	1.000	7.670	12.670	23	6	6 Mo. LIBOR	N/A
9	I	1.007	6.804	14.240	22	6	6 Mo. LIBOR	88
10	I	1.000	8.576	14.133	34	6	6 Mo. LIBOR	N/A
11	I	1.000	8.631	14.284	34	6	6 Mo. LIBOR	N/A
12	I	1.000	7.437	12.437	35	6	6 Mo. LIBOR	N/A
13	I	1.000	8.705	14.466	34	6	6 Mo. LIBOR	78
14	I	1.000	7.125	12.125	59	6	6 Mo. LIBOR	N/A
15	I	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	I	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	II-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	II-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19	II-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20	II-1	N/A	N/A	N/A	N/A	N/A	N/A	62
21	II-1	1.000	7.777	12.777	21	6	6 Mo. LIBOR	N/A
22	II-1	1.001	8.355	13.865	22	6	6 Mo. LIBOR	N/A
23	II-1	1.077	7.994	13.526	23	6	6 Mo. LIBOR	N/A
24	II-1	1.000	7.681	12.681	23	6	6 Mo. LIBOR	N/A
25	II-1	1.079	7.589	12.963	22	6	6 Mo. LIBOR	63
26	II-1	1.089	7.963	14.513	34	6	6 Mo. LIBOR	N/A
27	II-1	1.521	6.924	15.082	34	6	6 Mo. LIBOR	N/A
28	II-1	1.000	7.147	12.147	35	6	6 Mo. LIBOR	N/A
29	II-1	1.098	7.236	13.666	33	6	6 Mo. LIBOR	63
30	II-1	1.131	7.399	12.992	59	6	6 Mo. LIBOR	N/A
31	II-1	1.000	6.390	11.390	59	6	6 Mo. LIBOR	N/A
32	II-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
33	II-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
34	II-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35	II-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
36	II-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37	II-2	N/A	N/A	N/A	N/A	N/A	N/A	59
38	II-2	1.000	8.193	13.193	23	6	6 Mo. LIBOR	N/A
39	II-2	1.000	8.657	14.046	22	6	6 Mo. LIBOR	N/A
40	II-2	1.049	8.173	13.694	22	6	6 Mo. LIBOR	N/A
41	II-2	1.000	7.353	12.353	23	6	6 Mo. LIBOR	N/A
42	II-2	1.048	7.572	12.899	23	6	6 Mo. LIBOR	61
43	II-2	1.030	7.914	13.562	34	6	6 Mo. LIBOR	N/A
44	II-2	1.354	6.724	14.393	34	6	6 Mo. LIBOR	N/A
45	II-2	1.000	7.032	12.032	34	6	6 Mo. LIBOR	N/A
46	II-2	1.000	7.301	13.078	34	6	6 Mo. LIBOR	58
47	II-2	1.000	7.625	12.625	59	6	6 Mo. LIBOR	N/A
48	II-2	2.000	6.100	14.600	58	6	6 Mo. LIBOR	N/A
49	II-2	1.000	6.432	11.432	59	6	6 Mo. LIBOR	N/A
50	II-2	2.000	6.100	14.150	58	6	6 Mo. LIBOR	118
51	II-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52	II-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53	II-3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54	II-3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55	II-3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56	II-3	N/A	N/A	N/A	N/A	N/A	N/A	58
57	II-3	1.000	8.172	13.172	19	6	6 Mo. LIBOR	N/A
58	II-3	1.005	8.827	13.918	22	6	6 Mo. LIBOR	N/A
59	II-3	1.005	8.175	13.238	23	6	6 Mo. LIBOR	N/A
60	II-3	1.000	7.490	12.490	23	6	6 Mo. LIBOR	N/A
61	II-3	1.000	7.494	12.494	22	6	6 Mo. LIBOR	58
62	II-3	1.492	6.053	16.252	33	6	6 Mo. LIBOR	N/A
63	II-3	1.500	5.956	16.400	34	6	6 Mo. LIBOR	N/A
64	II-3	1.424	6.015	15.612	34	6	6 Mo. LIBOR	58

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-A-1 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	99	74	61	47	34	20	6	0
December 25, 2008	98	41	15	0	0	0	0	0
December 25, 2009	97	14	0	0	0	0	0	0
December 25, 2010	96	0	0	0	0	0	0	0
December 25, 2011	95	0	0	0	0	0	0	0
December 25, 2012	94	0	0	0	0	0	0	0
December 25, 2013	93	0	0	0	0	0	0	0
December 25, 2014	91	0	0	0	0	0	0	0
December 25, 2015	89	0	0	0	0	0	0	0
December 25, 2016	87	0	0	0	0	0	0	0
December 25, 2017	85	0	0	0	0	0	0	0
December 25, 2018	82	0	0	0	0	0	0	0
December 25, 2019	79	0	0	0	0	0	0	0
December 25, 2020	76	0	0	0	0	0	0	0
December 25, 2021	71	0	0	0	0	0	0	0
December 25, 2022	67	0	0	0	0	0	0	0
December 25, 2023	63	0	0	0	0	0	0	0
December 25, 2024	58	0	0	0	0	0	0	0
December 25, 2025	53	0	0	0	0	0	0	0
December 25, 2026	47	0	0	0	0	0	0	0
December 25, 2027	40	0	0	0	0	0	0	0
December 25, 2028	33	0	0	0	0	0	0	0
December 25, 2029	25	0	0	0	0	0	0	0
December 25, 2030	16	0	0	0	0	0	0	0
December 25, 2031	6	0	0	0	0	0	0	0
December 25, 2032	0	0	0	0	0	0	0	0
December 25, 2033	0	0	0	0	0	0	0	0
December 25, 2034	0	0	0	0	0	0	0	0
December 25, 2035	0	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	17.95	1.80	1.27	1.00	0.84	0.72	0.64	0.58
Weighted Average Life (in years)[(1)(2)]	17.95	1.80	1.27	1.00	0.84	0.72	0.64	0.58

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-A-2 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	82
December 25, 2008	100	100	100	83	36	0	0	0
December 25, 2009	100	100	61	3	0	0	0	0
December 25, 2010	100	82	50	3	0	0	0	0
December 25, 2011	100	64	33	3	0	0	0	0
December 25, 2012	100	51	21	3	0	0	0	0
December 25, 2013	100	39	12	0	0	0	0	0
December 25, 2014	100	30	5	0	0	0	0	0
December 25, 2015	100	22	0	0	0	0	0	0
December 25, 2016	100	15	0	0	0	0	0	0
December 25, 2017	100	10	0	0	0	0	0	0
December 25, 2018	100	5	0	0	0	0	0	0
December 25, 2019	100	1	0	0	0	0	0	0
December 25, 2020	100	0	0	0	0	0	0	0
December 25, 2021	100	0	0	0	0	0	0	0
December 25, 2022	100	0	0	0	0	0	0	0
December 25, 2023	100	0	0	0	0	0	0	0
December 25, 2024	100	0	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	88	0	0	0	0	0	0	0
December 25, 2033	72	0	0	0	0	0	0	0
December 25, 2034	60	0	0	0	0	0	0	0
December 25, 2035	47	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.32	6.76	4.43	2.51	1.92	1.59	1.35	1.17
Weighted Average Life (in years)[(1)(2)]	28.32	6.75	4.43	2.50	1.92	1.59	1.35	1.17

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-A-3 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	64	0	0
December 25, 2009	100	100	100	100	0	0	0	0
December 25, 2010	100	100	100	100	0	0	0	0
December 25, 2011	100	100	100	100	0	0	0	0
December 25, 2012	100	100	100	100	0	0	0	0
December 25, 2013	100	100	100	81	0	0	0	0
December 25, 2014	100	100	100	55	0	0	0	0
December 25, 2015	100	100	97	37	0	0	0	0
December 25, 2016	100	100	73	26	0	0	0	0
December 25, 2017	100	100	55	18	0	0	0	0
December 25, 2018	100	100	41	12	0	0	0	0
December 25, 2019	100	100	31	6	0	0	0	0
December 25, 2020	100	90	23	0	0	0	0	0
December 25, 2021	100	73	17	0	0	0	0	0
December 25, 2022	100	60	13	0	0	0	0	0
December 25, 2023	100	49	10	0	0	0	0	0
December 25, 2024	100	40	4	0	0	0	0	0
December 25, 2025	100	33	0	0	0	0	0	0
December 25, 2026	100	26	0	0	0	0	0	0
December 25, 2027	100	21	0	0	0	0	0	0
December 25, 2028	100	17	0	0	0	0	0	0
December 25, 2029	100	13	0	0	0	0	0	0
December 25, 2030	100	11	0	0	0	0	0	0
December 25, 2031	100	6	0	0	0	0	0	0
December 25, 2032	100	1	0	0	0	0	0	0
December 25, 2033	100	0	0	0	0	0	0	0
December 25, 2034	100	0	0	0	0	0	0	0
December 25, 2035	100	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.88	17.93	12.15	8.90	2.52	2.05	1.71	1.46
Weighted Average Life (in years)[(1)(2)]	29.82	12.66	8.41	6.07	2.52	2.05	1.71	1.46

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-1 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	0	0
December 25, 2009	100	100	100	100	0	0	0	0
December 25, 2010	100	100	69	100	0	0	0	0
December 25, 2011	100	84	52	70	0	0	0	0
December 25, 2012	100	70	39	22	0	0	0	0
December 25, 2013	100	58	29	14	0	0	0	0
December 25, 2014	100	48	22	9	0	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	4	0	0	0	0
December 25, 2017	100	27	9	3	0	0	0	0
December 25, 2018	100	23	7	2	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	4	0	0	0	0	0
December 25, 2021	100	12	3	0	0	0	0	0
December 25, 2022	100	10	2	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	3	0	0	0	0	0	0
December 25, 2029	100	2	0	0	0	0	0	0
December 25, 2030	100	1	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.26	6.23	5.89	2.81	2.28	1.90	1.61
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.60	5.41	2.81	2.28	1.90	1.61

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-2 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	96	0
December 25, 2009	100	100	100	100	94	0	0	0
December 25, 2010	100	100	69	81	94	0	0	0
December 25, 2011	100	84	52	30	88	0	0	0
December 25, 2012	100	70	39	21	53	0	0	0
December 25, 2013	100	58	29	14	32	0	0	0
December 25, 2014	100	48	22	9	20	0	0	0
December 25, 2015	100	40	17	6	11	0	0	0
December 25, 2016	100	33	12	4	4	0	0	0
December 25, 2017	100	27	9	3	0	0	0	0
December 25, 2018	100	23	7	*	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	4	0	0	0	0	0
December 25, 2021	100	12	3	0	0	0	0	0
December 25, 2022	100	10	1	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	3	0	0	0	0	0	0
December 25, 2029	100	1	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.24	6.19	5.20	6.49	2.63	2.18	1.84
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.58	4.74	4.63	2.63	2.18	1.84

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-3 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	49
December 25, 2009	100	100	100	100	100	0	0	0
December 25, 2010	100	100	69	45	100	0	0	0
December 25, 2011	100	84	52	30	17	0	0	0
December 25, 2012	100	70	39	21	10	0	0	0
December 25, 2013	100	58	29	14	6	0	0	0
December 25, 2014	100	48	22	9	4	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	4	0	0	0	0
December 25, 2017	100	27	9	2	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	4	0	0	0	0	0
December 25, 2021	100	12	2	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	2	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.21	6.16	4.97	5.01	2.94	2.43	2.03
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.57	4.53	4.66	2.94	2.43	2.03

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-4 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	99	0	0
December 25, 2010	100	100	69	45	100	99	0	0
December 25, 2011	100	84	52	30	17	99	0	0
December 25, 2012	100	70	39	21	10	71	0	0
December 25, 2013	100	58	29	14	6	33	0	0
December 25, 2014	100	48	22	9	4	9	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	4	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	4	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.20	6.14	4.89	4.68	6.64	2.58	2.16
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.56	4.45	4.36	3.73	2.58	2.16

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-5 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	0	0
December 25, 2010	100	100	69	45	38	100	0	0
December 25, 2011	100	84	52	30	17	55	0	0
December 25, 2012	100	70	39	21	10	5	0	0
December 25, 2013	100	58	29	14	6	0	0	0
December 25, 2014	100	48	22	9	1	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	4	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	3	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	*	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.17	6.12	4.82	4.46	5.13	2.77	2.30
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.56	4.40	4.14	3.74	2.77	2.30

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-6 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	0	0
December 25, 2010	100	100	69	45	28	100	0	0
December 25, 2011	100	84	52	30	17	9	0	0
December 25, 2012	100	70	39	21	10	5	0	0
December 25, 2013	100	58	29	14	6	0	0	0
December 25, 2014	100	48	22	9	0	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	2	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	5	0	0	0	0	0
December 25, 2020	100	15	0	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	3	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.14	6.10	4.77	4.32	4.60	2.93	2.44
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.56	4.36	4.01	3.74	2.93	2.44

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-7 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	89	0
December 25, 2010	100	100	69	45	28	81	89	0
December 25, 2011	100	84	52	30	17	9	89	0
December 25, 2012	100	70	39	21	10	*	35	0
December 25, 2013	100	58	29	14	6	0	*	0
December 25, 2014	100	48	22	9	0	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	0	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	4	0	0	0	0	0
December 25, 2020	100	15	0	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.11	6.07	4.72	4.21	4.28	5.61	2.57
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.55	4.33	3.92	3.74	3.06	2.55

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-8 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	0
December 25, 2010	100	100	69	45	28	17	100	0
December 25, 2011	100	84	52	30	17	9	26	0
December 25, 2012	100	70	39	21	10	0	0	0
December 25, 2013	100	58	29	14	5	0	0	0
December 25, 2014	100	48	22	9	0	0	0	0
December 25, 2015	100	40	17	6	0	0	0	0
December 25, 2016	100	33	12	0	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	7	0	0	0	0	0
December 25, 2019	100	19	0	0	0	0	0	0
December 25, 2020	100	15	0	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	1	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.07	6.04	4.68	4.12	4.07	4.88	2.72
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.55	4.32	3.85	3.74	3.07	2.57

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class I-M-9 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	0
December 25, 2010	100	100	69	45	28	17	94	0
December 25, 2011	100	84	52	30	17	9	0	0
December 25, 2012	100	70	39	21	10	0	0	0
December 25, 2013	100	58	29	14	0	0	0	0
December 25, 2014	100	48	22	9	0	0	0	0
December 25, 2015	100	40	17	*	0	0	0	0
December 25, 2016	100	33	12	0	0	0	0	0
December 25, 2017	100	27	9	0	0	0	0	0
December 25, 2018	100	23	4	0	0	0	0	0
December 25, 2019	100	19	0	0	0	0	0	0
December 25, 2020	100	15	0	0	0	0	0	0
December 25, 2021	100	12	0	0	0	0	0	0
December 25, 2022	100	10	0	0	0	0	0	0
December 25, 2023	100	8	0	0	0	0	0	0
December 25, 2024	100	3	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	92	0	0	0	0	0	0	0
December 25, 2034	80	0	0	0	0	0	0	0
December 25, 2035	66	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.08	9.02	6.00	4.63	4.03	3.88	4.27	2.90
Weighted Average Life (in years)[(1)(2)]	29.07	8.36	5.55	4.29	3.78	3.68	3.07	2.57

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group I Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group I Offered Certificates.

(2) To the first possible group I optional termination date.

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Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-1A-1 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	99	74	61	47	34	20	7	0
December 25, 2008	98	41	16	0	0	0	0	0
December 25, 2009	97	14	0	0	0	0	0	0
December 25, 2010	96	0	0	0	0	0	0	0
December 25, 2011	95	0	0	0	0	0	0	0
December 25, 2012	94	0	0	0	0	0	0	0
December 25, 2013	92	0	0	0	0	0	0	0
December 25, 2014	91	0	0	0	0	0	0	0
December 25, 2015	89	0	0	0	0	0	0	0
December 25, 2016	86	0	0	0	0	0	0	0
December 25, 2017	84	0	0	0	0	0	0	0
December 25, 2018	81	0	0	0	0	0	0	0
December 25, 2019	78	0	0	0	0	0	0	0
December 25, 2020	75	0	0	0	0	0	0	0
December 25, 2021	64	0	0	0	0	0	0	0
December 25, 2022	60	0	0	0	0	0	0	0
December 25, 2023	56	0	0	0	0	0	0	0
December 25, 2024	51	0	0	0	0	0	0	0
December 25, 2025	46	0	0	0	0	0	0	0
December 25, 2026	40	0	0	0	0	0	0	0
December 25, 2027	33	0	0	0	0	0	0	0
December 25, 2028	25	0	0	0	0	0	0	0
December 25, 2029	17	0	0	0	0	0	0	0
December 25, 2030	8	0	0	0	0	0	0	0
December 25, 2031	0	0	0	0	0	0	0	0
December 25, 2032	0	0	0	0	0	0	0	0
December 25, 2033	0	0	0	0	0	0	0	0
December 25, 2034	0	0	0	0	0	0	0	0
December 25, 2035	0	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	17.12	1.80	1.27	1.00	0.84	0.72	0.64	0.58
Weighted Average Life (in years)[(1)(2)]	17.12	1.80	1.27	1.00	0.84	0.72	0.64	0.58

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-1A-2 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	86
December 25, 2008	100	100	100	86	49	15	0	0
December 25, 2009	100	100	68	22	0	0	0	0
December 25, 2010	100	85	51	22	0	0	0	0
December 25, 2011	100	66	34	12	0	0	0	0
December 25, 2012	100	52	20	2	0	0	0	0
December 25, 2013	100	40	11	0	0	0	0	0
December 25, 2014	100	30	3	0	0	0	0	0
December 25, 2015	100	21	0	0	0	0	0	0
December 25, 2016	100	14	0	0	0	0	0	0
December 25, 2017	100	9	0	0	0	0	0	0
December 25, 2018	100	4	0	0	0	0	0	0
December 25, 2019	100	0	0	0	0	0	0	0
December 25, 2020	100	0	0	0	0	0	0	0
December 25, 2021	100	0	0	0	0	0	0	0
December 25, 2022	100	0	0	0	0	0	0	0
December 25, 2023	100	0	0	0	0	0	0	0
December 25, 2024	100	0	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	97	0	0	0	0	0	0	0
December 25, 2032	77	0	0	0	0	0	0	0
December 25, 2033	66	0	0	0	0	0	0	0
December 25, 2034	54	0	0	0	0	0	0	0
December 25, 2035	41	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	27.99	6.76	4.46	3.00	2.05	1.69	1.43	1.24
Weighted Average Life (in years)[(1)(2)]	27.99	6.76	4.46	3.00	2.05	1.69	1.43	1.24

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-1A-3 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	25	0
December 25, 2009	100	100	100	100	20	0	0	0
December 25, 2010	100	100	100	100	20	0	0	0
December 25, 2011	100	100	100	100	20	0	0	0
December 25, 2012	100	100	100	100	20	0	0	0
December 25, 2013	100	100	100	73	20	0	0	0
December 25, 2014	100	100	100	49	18	0	0	0
December 25, 2015	100	100	87	33	10	0	0	0
December 25, 2016	100	100	66	22	3	0	0	0
December 25, 2017	100	100	50	15	0	0	0	0
December 25, 2018	100	100	37	10	0	0	0	0
December 25, 2019	100	98	28	4	0	0	0	0
December 25, 2020	100	81	21	0	0	0	0	0
December 25, 2021	100	63	14	0	0	0	0	0
December 25, 2022	100	51	10	0	0	0	0	0
December 25, 2023	100	42	7	0	0	0	0	0
December 25, 2024	100	34	2	0	0	0	0	0
December 25, 2025	100	28	0	0	0	0	0	0
December 25, 2026	100	22	0	0	0	0	0	0
December 25, 2027	100	18	0	0	0	0	0	0
December 25, 2028	100	14	0	0	0	0	0	0
December 25, 2029	100	11	0	0	0	0	0	0
December 25, 2030	100	8	0	0	0	0	0	0
December 25, 2031	100	4	0	0	0	0	0	0
December 25, 2032	100	*	0	0	0	0	0	0
December 25, 2033	100	0	0	0	0	0	0	0
December 25, 2034	100	0	0	0	0	0	0	0
December 25, 2035	100	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	29.91	17.28	11.76	8.60	4.12	2.37	1.97	1.67
Weighted Average Life (in years)[(1)(2)]	29.91	12.99	8.65	6.32	3.29	2.37	1.97	1.67

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-2A Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	99	85	78	70	63	55	47	39
December 25, 2008	99	66	51	37	25	13	3	0
December 25, 2009	98	50	31	15	2	0	0	0
December 25, 2010	97	37	25	15	2	0	0	0
December 25, 2011	97	30	19	12	2	0	0	0
December 25, 2012	96	25	15	8	2	0	0	0
December 25, 2013	95	21	11	6	2	0	0	0
December 25, 2014	94	18	9	4	2	0	0	0
December 25, 2015	92	15	7	3	2	0	0	0
December 25, 2016	91	12	5	2	1	0	0	0
December 25, 2017	90	10	4	2	*	0	0	0
December 25, 2018	88	9	3	1	0	0	0	0
December 25, 2019	86	7	2	1	0	0	0	0
December 25, 2020	84	6	2	*	0	0	0	0
December 25, 2021	81	5	2	0	0	0	0	0
December 25, 2022	79	4	1	0	0	0	0	0
December 25, 2023	76	3	1	0	0	0	0	0
December 25, 2024	73	3	1	0	0	0	0	0
December 25, 2025	70	2	*	0	0	0	0	0
December 25, 2026	66	2	0	0	0	0	0	0
December 25, 2027	62	2	0	0	0	0	0	0
December 25, 2028	57	1	0	0	0	0	0	0
December 25, 2029	52	1	0	0	0	0	0	0
December 25, 2030	47	1	0	0	0	0	0	0
December 25, 2031	41	1	0	0	0	0	0	0
December 25, 2032	34	*	0	0	0	0	0	0
December 25, 2033	31	0	0	0	0	0	0	0
December 25, 2034	26	0	0	0	0	0	0	0
December 25, 2035	22	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	21.82	4.68	3.20	2.32	1.59	1.20	1.04	0.91
Weighted Average Life (in years)[(1)(2)]	21.82	4.32	2.93	2.11	1.47	1.20	1.04	0.91

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-3A Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	99	84	76	68	61	52	44	35
December 25, 2008	99	65	50	36	23	12	1	0
December 25, 2009	98	49	30	14	1	0	0	0
December 25, 2010	98	36	24	14	1	0	0	0
December 25, 2011	97	29	18	11	1	0	0	0
December 25, 2012	96	24	14	7	1	0	0	0
December 25, 2013	95	20	10	5	1	0	0	0
December 25, 2014	94	17	8	3	1	0	0	0
December 25, 2015	93	14	6	2	*	0	0	0
December 25, 2016	91	12	4	1	*	0	0	0
December 25, 2017	90	10	3	1	0	0	0	0
December 25, 2018	88	8	2	1	0	0	0	0
December 25, 2019	86	7	2	*	0	0	0	0
December 25, 2020	84	5	1	0	0	0	0	0
December 25, 2021	82	4	1	0	0	0	0	0
December 25, 2022	80	4	1	0	0	0	0	0
December 25, 2023	77	3	*	0	0	0	0	0
December 25, 2024	74	2	*	0	0	0	0	0
December 25, 2025	71	2	0	0	0	0	0	0
December 25, 2026	67	2	0	0	0	0	0	0
December 25, 2027	63	1	0	0	0	0	0	0
December 25, 2028	59	1	0	0	0	0	0	0
December 25, 2029	54	1	0	0	0	0	0	0
December 25, 2030	49	*	0	0	0	0	0	0
December 25, 2031	43	*	0	0	0	0	0	0
December 25, 2032	37	0	0	0	0	0	0	0
December 25, 2033	33	0	0	0	0	0	0	0
December 25, 2034	29	0	0	0	0	0	0	0
December 25, 2035	24	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	22.12	4.51	3.04	2.17	1.45	1.15	0.99	0.87
Weighted Average Life (in years)[(1)(2)]	22.12	4.22	2.84	2.03	1.40	1.15	0.99	0.87

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-1 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	*
December 25, 2009	100	100	100	100	100	0	0	0
December 25, 2010	100	100	71	74	100	0	0	0
December 25, 2011	100	86	54	32	87	0	0	0
December 25, 2012	100	72	41	22	44	0	0	0
December 25, 2013	100	60	31	15	18	0	0	0
December 25, 2014	100	50	24	11	4	0	0	0
December 25, 2015	100	41	18	7	3	0	0	0
December 25, 2016	100	35	14	5	0	0	0	0
December 25, 2017	100	29	10	4	0	0	0	0
December 25, 2018	100	24	8	2	0	0	0	0
December 25, 2019	100	20	6	0	0	0	0	0
December 25, 2020	100	16	5	0	0	0	0	0
December 25, 2021	100	13	3	0	0	0	0	0
December 25, 2022	100	11	2	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	3	0	0	0	0	0	0
December 25, 2029	100	2	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.45	6.35	5.24	6.09	2.72	2.26	1.90
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.72	4.76	4.90	2.72	2.26	1.90

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-2 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	65	0	0
December 25, 2010	100	100	71	48	100	65	0	0
December 25, 2011	100	86	54	32	19	65	0	0
December 25, 2012	100	72	41	22	11	55	0	0
December 25, 2013	100	60	31	15	7	30	0	0
December 25, 2014	100	50	24	11	4	11	0	0
December 25, 2015	100	41	18	7	1	*	0	0
December 25, 2016	100	35	14	5	0	0	0	0
December 25, 2017	100	29	10	4	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	6	0	0	0	0	0
December 25, 2020	100	16	5	0	0	0	0	0
December 25, 2021	100	13	3	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	3	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.42	6.32	5.04	4.90	5.61	2.54	2.14
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.58	4.55	3.58	2.54	2.14

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-3 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	0	0
December 25, 2010	100	100	71	48	60	100	0	0
December 25, 2011	100	86	54	32	19	71	0	0
December 25, 2012	100	72	41	22	11	6	0	0
December 25, 2013	100	60	31	15	7	0	0	0
December 25, 2014	100	50	24	11	4	0	0	0
December 25, 2015	100	41	18	7	0	0	0	0
December 25, 2016	100	35	14	5	0	0	0	0
December 25, 2017	100	29	10	2	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	6	0	0	0	0	0
December 25, 2020	100	16	5	0	0	0	0	0
December 25, 2021	100	13	*	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	4	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.40	6.30	4.95	4.57	5.31	2.77	2.32
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.51	4.24	3.91	2.77	2.32

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-4 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	11	0
December 25, 2010	100	100	71	48	30	100	11	0
December 25, 2011	100	86	54	32	19	10	11	0
December 25, 2012	100	72	41	22	11	6	11	0
December 25, 2013	100	60	31	15	7	0	9	0
December 25, 2014	100	50	24	11	4	0	0	0
December 25, 2015	100	41	18	7	0	0	0	0
December 25, 2016	100	35	14	5	0	0	0	0
December 25, 2017	100	29	10	0	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	6	0	0	0	0	0
December 25, 2020	100	16	5	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	5	0	0	0	0	0	0
December 25, 2027	100	1	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.37	6.28	4.90	4.42	4.69	3.39	2.46
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.47	4.09	3.91	2.98	2.46

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-5 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	0
December 25, 2010	100	100	71	48	30	79	100	0
December 25, 2011	100	86	54	32	19	10	100	0
December 25, 2012	100	72	41	22	11	6	33	0
December 25, 2013	100	60	31	15	7	0	0	0
December 25, 2014	100	50	24	11	*	0	0	0
December 25, 2015	100	41	18	7	0	0	0	0
December 25, 2016	100	35	14	4	0	0	0	0
December 25, 2017	100	29	10	0	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	6	0	0	0	0	0
December 25, 2020	100	16	1	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	6	0	0	0	0	0	0
December 25, 2026	100	3	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.34	6.25	4.85	4.29	4.33	5.82	2.63
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.44	3.98	3.91	3.24	2.62

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-6 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	0
December 25, 2010	100	100	71	48	30	19	100	0
December 25, 2011	100	86	54	32	19	10	7	0
December 25, 2012	100	72	41	22	11	2	0	0
December 25, 2013	100	60	31	15	7	0	0	0
December 25, 2014	100	50	24	11	0	0	0	0
December 25, 2015	100	41	18	7	0	0	0	0
December 25, 2016	100	35	14	0	0	0	0	0
December 25, 2017	100	29	10	0	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	5	0	0	0	0	0
December 25, 2020	100	16	0	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	7	0	0	0	0	0	0
December 25, 2025	100	5	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.29	6.22	4.80	4.19	4.09	4.71	2.82
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.42	3.90	3.85	3.24	2.66

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-7 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	46
December 25, 2010	100	100	71	48	30	19	77	46
December 25, 2011	100	86	54	32	19	10	0	46
December 25, 2012	100	72	41	22	11	0	0	5
December 25, 2013	100	60	31	15	5	0	0	0
December 25, 2014	100	50	24	11	0	0	0	0
December 25, 2015	100	41	18	5	0	0	0	0
December 25, 2016	100	35	14	0	0	0	0	0
December 25, 2017	100	29	10	0	0	0	0	0
December 25, 2018	100	24	8	0	0	0	0	0
December 25, 2019	100	20	0	0	0	0	0	0
December 25, 2020	100	16	0	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	6	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.23	6.18	4.75	4.10	3.91	4.18	4.16
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.40	3.84	3.69	3.24	2.66

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-8 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	100
December 25, 2010	100	100	71	48	30	19	11	100
December 25, 2011	100	86	54	32	19	10	0	9
December 25, 2012	100	72	41	22	11	0	0	0
December 25, 2013	100	60	31	15	0	0	0	0
December 25, 2014	100	50	24	11	0	0	0	0
December 25, 2015	100	41	18	0	0	0	0	0
December 25, 2016	100	35	14	0	0	0	0	0
December 25, 2017	100	29	10	0	0	0	0	0
December 25, 2018	100	24	1	0	0	0	0	0
December 25, 2019	100	20	0	0	0	0	0	0
December 25, 2020	100	16	0	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	11	0	0	0	0	0	0
December 25, 2023	100	9	0	0	0	0	0	0
December 25, 2024	100	0	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.17	6.13	4.69	4.04	3.79	3.90	4.75
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.38	3.80	3.60	3.24	2.66

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

Percent of the Initial Certificate Principal Balance at the Respective Percentages of the Prepayment Assumption

	Class II-M-9 Certificates							
Distribution Date	**0%**	**50%**	**75%**	**100%**	**125%**	**150%**	**175%**	**200%**
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%
December 25, 2007	100	100	100	100	100	100	100	100
December 25, 2008	100	100	100	100	100	100	100	100
December 25, 2009	100	100	100	100	100	100	100	100
December 25, 2010	100	100	71	48	30	19	8	67
December 25, 2011	100	86	54	32	19	5	0	0
December 25, 2012	100	72	41	22	11	0	0	0
December 25, 2013	100	60	31	15	0	0	0	0
December 25, 2014	100	50	24	7	0	0	0	0
December 25, 2015	100	41	18	0	0	0	0	0
December 25, 2016	100	35	14	0	0	0	0	0
December 25, 2017	100	29	6	0	0	0	0	0
December 25, 2018	100	24	0	0	0	0	0	0
December 25, 2019	100	20	0	0	0	0	0	0
December 25, 2020	100	16	0	0	0	0	0	0
December 25, 2021	100	13	0	0	0	0	0	0
December 25, 2022	100	9	0	0	0	0	0	0
December 25, 2023	100	*	0	0	0	0	0	0
December 25, 2024	100	0	0	0	0	0	0	0
December 25, 2025	100	0	0	0	0	0	0	0
December 25, 2026	100	0	0	0	0	0	0	0
December 25, 2027	100	0	0	0	0	0	0	0
December 25, 2028	100	0	0	0	0	0	0	0
December 25, 2029	100	0	0	0	0	0	0	0
December 25, 2030	100	0	0	0	0	0	0	0
December 25, 2031	100	0	0	0	0	0	0	0
December 25, 2032	100	0	0	0	0	0	0	0
December 25, 2033	89	0	0	0	0	0	0	0
December 25, 2034	76	0	0	0	0	0	0	0
December 25, 2035	63	0	0	0	0	0	0	0
December 25, 2036	0	0	0	0	0	0	0	0
Weighted Average Life (in years)[(1)]	28.99	9.07	6.06	4.64	3.96	3.68	3.69	4.14
Weighted Average Life (in years)[(1)(2)]	28.99	8.57	5.71	4.38	3.76	3.51	3.24	2.66

* Indicates a number that is greater than zero but less than 0.5%

(1) The weighted average life of the Group II Offered Certificates is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance to the related distribution date, (ii) adding the results, and (iii) dividing the sum by the initial respective Certificate Principal Balance for such class of Group II Offered Certificates.

(2) To the first possible group II optional termination date.

USE OF PROCEEDS

The depositor will apply the net proceeds of the sale of the offered certificates against the purchase price of the mortgage loans.

FEDERAL INCOME TAX CONSEQUENCES

The Pooling and Servicing Agreement provides that multiple REMIC elections will be made with respect to certain assets in the trust fund, creating a tiered REMIC structure.

Upon the issuance of the offered certificates, Thacher Proffitt & Wood LLP ("Tax Counsel") will deliver its opinion concluding that for federal income tax purposes and assuming compliance with the Pooling and Servicing Agreement, each REMIC comprising the trust fund (exclusive of the reserve funds, the Pre-Funding Accounts, the Interest Coverage Accounts and, for the avoidance of doubt, the Swap Accounts, the Supplemental Interest Trusts, the Swap Administration Agreement and the Interest Rate Swap Agreements) will qualify as a REMIC within the meaning of Section 860D of the Internal Revenue Code of 1986, as amended (the "Code"). The Class R Certificates will represent the REMIC residual interest in each REMIC comprising the trust fund.

Characterization of the Regular Certificates

For federal income tax purposes, a beneficial owner of a Class A Certificate or Class M Certificate (each, a "Regular Certificate") will be treated as owning an undivided interest in a REMIC regular interest corresponding to that certificate (a "REMIC regular interest component"). In addition, the trustee will treat the beneficial owner of each Regular Certificate as having entered into a limited recourse notional principal contract (a "notional principal contract component"). Each REMIC regular interest component will be entitled to receive interest and principal payments at the times and in the amounts equal to those made on the Regular Certificate to which it corresponds, except that (i) the maximum interest rate of each REMIC regular interest component for each distribution date will be equal to:

(A) in the case of the Class I-A Certificates or Class I-M Certificates, the weighted average of the net mortgage rates of the mortgage loans in Loan Group I as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), minus a per annum rate equal to (x) the Group I Net Swap Payment, if any, which would be payable to the Group I Swap Provider pursuant to the Group I Interest Rate Swap Agreement on such distribution date, assuming for this purpose that the notional amount of the Group I Interest Rate Swap Agreement is not greater than the lesser of (1) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date) and (2) the product of the notional amount set forth in this prospectus supplement with respect to the Group I Interest Rate Swap Agreement and such distribution date, and 100, and assuming for this purpose that the fixed rate used to calculate the Group I Fixed Swap Payment as described in this prospectus supplement does not exceed the weighted average of the net mortgage rates of the mortgage loans in Loan Group I as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), multiplied by 12, divided by (y) the aggregate Stated Principal Balance of the mortgage loans in Loan Group I as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date),

(B) in the case of the Class II-1A Certificates, the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-1 as of the related due date (prior to giving effect to any

reduction in the Stated Principal Balances of such mortgage loans on such due date), minus a per annum rate equal to (x) the Group II Net Swap Payment, if any, which would be payable to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement on such distribution date, assuming for this purpose that the notional amount of the Group II Interest Rate Swap Agreement is not greater than the lesser of (1) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-1 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date) and (2) the product of (I) the notional amount set forth in this prospectus supplement with respect to the Group II Interest Rate Swap Agreement and such distribution date, (II) 100 and (III) the Subgroup II-1 Swap Notional Allocation Percentage, and assuming for this purpose that the fixed rate used to calculate the Group II Fixed Swap Payment as described in this prospectus supplement does not exceed the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-1 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), multiplied by 12, divided by (y) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-1 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date),

(C) in the case of the Class II-2A Certificates, the weighted average of the net mortgage rates of the mortgage loans in the Subgroup II-2 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), minus a per annum rate equal to (x) the Group II Net Swap Payment, if any, which would be payable to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement on such distribution date, assuming for this purpose that the notional amount of the Group II Interest Rate Swap Agreement is not greater than the lesser of (1) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-2 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date) and (2) the product of (I) the notional amount set forth in this prospectus supplement with respect to the Group II Interest Rate Swap Agreement and such distribution date, (II) 100 and (III) the Subgroup II-2 Swap Notional Allocation Percentage, and assuming for this purpose that the fixed rate used to calculate the Group II Fixed Swap Payment as described in this prospectus supplement does not exceed the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-2 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), multiplied by 12, divided by (y) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-2 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date),

(D) in the case of the Class II-3A Certificates, the weighted average of the net mortgage rates of the mortgage loans in the Subgroup II-3 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), minus a per annum rate equal to (x) the Group II Net Swap Payment, if any, which would be payable to the Group II Swap Provider pursuant to the Group II Interest Rate Swap Agreement on such distribution date, assuming for this purpose that the notional amount of the Group II Interest Rate Swap Agreement is not greater than the lesser of (1) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-3 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date) and (2) the product of (I) the notional amount set forth in this prospectus supplement with respect to the Group II Interest Rate Swap Agreement and such distribution date, (II) 100 and (III) the Subgroup II-3 Swap Notional Allocation Percentage, and assuming for this purpose that the fixed rate used to calculate the Group II Fixed Swap Payment as described in this prospectus supplement does not

exceed the weighted average of the net mortgage rates of the mortgage loans in Subgroup II-3 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), multiplied by 12, divided by (y) the aggregate Stated Principal Balance of the mortgage loans in Subgroup II-3 as of the related due date (prior to giving effect to any reduction in the Stated Principal Balances of such mortgage loans on such due date), and

(E) in the case of the Class II-M Certificates, the weighted average of the rates determined pursuant to clauses (B), (C) and (D) above, weighted in proportion to the results of subtracting from the aggregate Stated Principal Balance of the mortgage loans in the related Subgroup the aggregate Certificate Principal Balance of the related Class II-A Certificates, and

(ii) any related Swap Termination Payment will be treated as being payable solely from Excess Cashflow with respect to the related loan group. As a result of the foregoing, the amount of distributions on the REMIC regular interest component corresponding to a Regular Certificate may differ from the actual amount of distributions on such certificate.

Any amount payable on a Regular Certificate in excess of the amount payable on the corresponding REMIC regular interest component will be deemed to have been paid to the holder of that certificate pursuant to the corresponding notional principal contract component. Alternatively, any amount payable on the REMIC regular interest component corresponding to a Regular Certificate in excess of the amount payable on the certificate will be treated as having been received by the holder of that certificate in respect of such REMIC regular interest component and then as having been paid by such holder pursuant to the corresponding notional principal contract component. Consequently, each beneficial owner of a Regular Certificate will be required to report income accruing with respect to the related REMIC regular interest component, as discussed under "*Material Federal Income Tax Considerations—Taxation of Debt Securities*" in the prospectus, and will be required to report net income and be permitted to recognize net deductions with respect to the related notional principal contract component, as subject to the discussion under "*—The Notional Principal Contract Component*" below.

It is possible that the right to receive payments in respect of the notional principal contract components could be treated as a partnership among the holders of the Regular Certificates relating to a loan group and the related Class CE Certificates, in which case holders of such certificates potentially would be subject to different timing of income and foreign holders of such certificates could be subject to withholding in respect of payments in respect of the notional principal contract components. Holders of Regular Certificates are advised to consult their own tax advisors regarding the allocation of issue price, timing, character and source of income and deductions resulting from the ownership of the Regular Certificates and the consequences to them in light of their own particular circumstances of the separate taxation of the two components comprising each Regular Certificate.

Allocation

A beneficial owner of a Regular Certificate must allocate its purchase price for the certificate between its components—the related REMIC regular interest component and the related notional principal contract component—in accordance with the relative fair market values thereof. For information reporting purposes the trustee may assume the notional principal contract component of each Regular Certificate will have more than a *de minimis* value. The notional principal contract components are difficult to value, and the Internal Revenue Service ("IRS") could assert that the value of a notional principal contract component as of the Closing Date is greater than the value used for information reporting purposes. Prospective investors are encouraged to consider the tax consequences to them if the IRS were to assert a different value for the notional principal contract component.

Original Issue Discount

It is expected that the REMIC regular interest components of the Class I-M-7, Class I-M-8, Class I-M-9 and Class II-M-9 Certificates will, and the REMIC regular interest components of the other offered certificates may, be issued with original issue discount, referred to in this prospectus supplement as OID. A beneficial owner of a Regular Certificate must include any OID with respect to the related REMIC regular interest component in income as it accrues using a constant yield method, regardless of whether the beneficial owner receives currently the cash attributable to such OID. We refer you to "*Material Federal Income Tax Considerations—Taxation of Debt Securities*" in the prospectus. The prepayment assumption that will be used in determining the accrual of OID, market discount or bond premium, if any, will be a rate equal to 100% of the prepayment assumption as described in this prospectus supplement. No representation is made that the mortgage loans will prepay at such rate or at any other rate.

The Notional Principal Contract Component

The trustee will treat payments made in respect of each notional principal contract component as income or expense or loss, as the case may be, based on Treasury regulations relating to notional principal contracts (the "Notional Principal Contract Regulations"). The balance of this discussion assumes that each notional principal contract component will be treated as a notional principal contract for federal income tax purposes.

The portion of the overall purchase price of a Regular Certificate attributable to the related notional principal contract component must be amortized over the life of such certificate, taking into account the declining balance of the related REMIC regular interest component. The Notional Principal Contract Regulations provide alternative methods for amortizing the purchase price of a notional principal contract. Prospective investors are urged to consult their tax advisors concerning the methods that can be employed to amortize the portion of the purchase price paid for the notional principal contract component of a Regular Certificate.

Any payments made to a beneficial owner of a Regular Certificate in excess of the amounts payable on the related REMIC regular interest component will be treated as having been received in respect of the related notional principal contract component, and such excess will be treated as a periodic payment on a notional principal contract. To the extent the sum of such periodic payments for any year exceeds that year's amortization of the cost of the notional principal contract component, such excess will represent net income for that year. Conversely, to the extent that the amount of that year's amortization of such cost exceeds the sum of the periodic payments, such excess will represent a net deduction for that year. Any amounts payable on a REMIC regular interest component in excess of the amount of payments on the Regular Certificate to which it relates will be treated as having been received by the beneficial owner of such certificate and then paid by such owner pursuant to the related notional principal contract component, and such excess should be treated as a payment on a notional principal contract that is made by the beneficial owner during the applicable taxable year and that is taken into account in determining the beneficial owner's net income or net deduction with respect to such notional principal contract component for such taxable year. Although not clear, net income or a net deduction with respect to a notional principal contract component should be treated as ordinary income or as an ordinary deduction.

A beneficial owner's ability to recognize a net deduction with respect to a notional principal contract component may be limited under Sections 67 and/or 68 of the Code in the case of (1) estates and trusts and (2) individuals owning an interest in such component directly or through a "pass-through entity" other than in connection with such individual's trade or business. Pass-through entities include partnerships, S corporations, grantor trusts and non-publicly offered regulated investment companies, but do not include estates, non-grantor trusts, cooperatives, real estate investment trusts and publicly offered

regulated investment companies. Further, such a beneficial owner will not be able to recognize a net deduction with respect to the notional principal contract component in computing the beneficial owner's alternative minimum tax liability.

Because a beneficial owner of a Regular Certificate will be required to include in income the amount deemed to have been paid by such owner pursuant to the related notional principal contract component, but may not be able to deduct that amount from income, a beneficial owner of a Regular Certificate may have income that exceeds cash distributions on the Regular Certificates in any period and over the term of the a Regular Certificate. As a result, the a Regular Certificates may not be a suitable investment for any taxpayer whose net deduction with respect to the notional principal contract component would be subject to the limitations described above.

Sale or Exchange of the Regular Certificates

Upon the sale, exchange or other disposition of a Regular Certificate, the beneficial owner of the certificate must allocate the amount realized between the related REMIC regular interest component and the related notional principal contract component based on the relative fair market values of those components at the time of sale, and must treat the sale, exchange or other disposition as a sale, exchange or disposition of such REMIC regular interest component and notional principal contract component. Assuming that a Regular Certificate is held as a ''capital asset'' within the meaning of Section 1221 of the Code, gain or loss on the disposition of an interest in the related notional principal contract component should be capital gain or loss, and gain or loss on disposition of the related REMIC regular interest component should generally, subject to the limitation described below, be capital gain or loss. Gain on disposition of such REMIC regular interest component will be treated as ordinary income, however, to the extent such gain does not exceed the excess, if any, of (x) the amount that would have been includable in the holder's gross income with respect to the REMIC regular interest component had income thereon accrued at a rate equal to 110% of the applicable federal rate as defined in Section 1274(d) of the Code determined as of the date of purchase of the REMIC regular interest component over (y) the amount actually included in such holder's income with respect to the REMIC regular interest component.

Status of the Regular Certificates

The REMIC regular interest component of each Regular Certificate will be treated as assets described in Section 7701(a)(19)(C) of the Code, as a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code and as "real estate assets" under Section 856(c)(5)(B) of the Code, generally in the same proportion that the assets of the trust fund, exclusive of the assets not included in any REMIC, would be so treated. In addition, the interest derived from the REMIC regular interest component of each Regular Certificate will be interest on obligations secured by interests in real property for purposes of Section 856(c)(3) of the Code, subject to the same limitation in the preceding sentence. The notional principal contract component of each Regular Certificate will not qualify, however, as an asset described in Section 7701(a)(19)(C) of the Code, as a real estate asset under Section 856(c)(5)(B) of the Code or as a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code. As a result, the Regular Certificates may not be a suitable investment for a REMIC, a real estate investment trust or an entity intending to qualify under Section 7701(a)(19)(C) of the Code.

For further information regarding the federal income tax consequences of investing in the offered certificates, we refer you to "*Material Federal Income Tax Considerations*" in the prospectus.

No Withholding on Net Swap Payments Payable to Trust by Swap Provider

The Pooling and Servicing Agreement will restrict any transfer of any Class CE Certificate unless the proposed transferee of such Class CE Certificate provides to the trustee the appropriate tax certification form that would eliminate any withholding or deduction for taxes from amounts payable to the Swap Administrator, on behalf of the related Supplemental Interest Trust, pursuant to the related Interest Rate Swap Agreement by the related Swap Provider (i.e., IRS Form W-9 or IRS Form W-8BEN, W-8IMY, W-8EXP or W-8ECI, as applicable (or any successor form thereto)) and agrees to update such forms (i) upon expiration of any such form, (ii) as required under then applicable U.S. Treasury regulations and (iii) promptly upon learning that such form has become obsolete or incorrect, as a condition to such transfer. Under the Pooling and Servicing Agreement, upon receipt of any such tax certification form from a transferee of any Class CE Certificate, the trustee will forward such tax certification form provided to it to the related Supplemental Interest Trust Trustee. The related Supplemental Interest Trust Trustee will then forward such tax certification form provided to it to the related Swap Provider. Each holder of a Class CE Certificate and each transferee thereof will be deemed to have consented to the related Supplemental Interest Trust Trustee forwarding to the related Swap Provider any such tax certification form it has provided and updated in accordance with these transfer restrictions. In addition, if any transfer of Class CE Certificates would cause the related Supplemental Interest Trust to be beneficially owned by two or more persons for federal income tax purposes, the Pooling and Servicing Agreement will contain additional provisions to ensure that the related Swap Provider receives the appropriate tax certification forms that would eliminate any withholding or deduction for taxes from amounts payable to the Swap Administrator, on behalf of the related Supplemental Interest Trust, pursuant to the related Interest Rate Swap Agreement by the related Swap Provider (i.e., IRS Form W-9 or IRS Form W-8BEN, W-8IMY, W-8EXP or W-8ECI, as applicable (or any successor form thereto)) and any updates thereto from the proposed multiple holders of the related class of Class CE Certificates or the related Supplemental Interest Trust, as applicable. Any purported sales or transfers of any Class CE Certificate to a transferee which does not comply with the requirements of this paragraph will be deemed null and void under the Pooling and Servicing Agreement.

STATE AND OTHER TAXES

None of the depositor, the master servicer or the trustee makes any representations regarding the tax consequences of purchase, ownership or disposition of the offered certificates under the tax laws of any state or other jurisdiction. Investors considering an investment in the offered certificates are encouraged to consult their own tax advisors regarding such tax consequences.

All investors are encouraged to consult their own tax advisors regarding the state, local or foreign income tax consequences of the purchase, ownership and disposition of the offered certificates.

ERISA CONSIDERATIONS

Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), prohibits "parties in interest" with respect to an employee benefit plan subject to ERISA from engaging in certain transactions involving such plan and its assets unless a statutory, regulatory or administrative exemption applies to the transaction. Section 4975 of the Code imposes certain excise taxes on prohibited transactions involving "disqualified persons" and employee benefit plans or other arrangements (including, but not limited to, individual retirement accounts) described under that section (collectively with employee benefit plans subject to ERISA, "Plans"). ERISA authorizes the imposition of civil penalties for prohibited transactions involving Plans not covered under Section 4975 of the Code. Any Plan fiduciary which proposes to cause a Plan to acquire offered certificates is encouraged to consult with

its counsel with respect to the potential consequences under ERISA and the Code of the Plan's acquisition and ownership of such offered certificates. See *"ERISA Considerations"* in the prospectus.

Certain employee benefit plans, including governmental plans and certain church plans, are not subject to ERISA's requirements. Accordingly, assets of such plans may be invested in offered certificates without regard to the ERISA considerations described in this prospectus supplement and in the prospectus, subject to the provisions of other applicable federal and state law. Any such plan which is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Code may nonetheless be subject to the prohibited transaction rules set forth in Section 503 of the Code.

Except as noted above, investments by Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that a Plan's investments be made in accordance with the documents governing the Plan. A fiduciary which decides to invest the assets of a Plan in a class of offered certificates is encouraged to consider, among other factors, the extreme sensitivity of the investments to the rate of principal payments (including prepayments) on the mortgage loans.

The U.S. Department of Labor has granted to Bear, Stearns & Co. Inc. an administrative exemption (Prohibited Transaction Exemption ("PTE") 90-30, as amended by PTE 97-34, PTE 2000-58 and PTE 2002-41) (the "Exemption") from certain of the prohibited transaction rules of ERISA and the related excise tax provisions of Section 4975 of the Code with respect to the initial purchase, the holding and the subsequent resale by Plans of certificates in pass-through trusts that consist of certain receivables, loans and other obligations that meet the conditions and requirements of the Exemption as discussed in "*ERISA Considerations*" in the prospectus. The Exemption includes a number of conditions including the condition that the certificates issued are rated at least "BBB-" or its equivalent, as more fully described in "*ERISA Considerations*" in the prospectus.

The Exemption also provides relief from certain self-dealing/conflict of interest prohibited transactions that may occur when a Plan fiduciary causes a Plan to acquire certificates in a trust holding receivables as to which the fiduciary (or its affiliate) is an obligor, provided that, among other requirements,

- in the case of an acquisition in connection with the initial issuance of certificates, at least fifty percent (50%) of each class of certificates in which Plans have invested is acquired by persons independent of the Restricted Group;

- such fiduciary (or its affiliate) is an obligor with respect to five percent (5%) or less of the fair market value of the obligations contained in the trust;

- a Plan's investment in certificates of any class does not exceed twenty-five percent (25%) of all of the certificates of that class outstanding at the time of the acquisition; and

- immediately after the acquisition, no more than twenty-five percent (25%) of the assets of any Plan with respect to which such person is a fiduciary are invested in certificates representing an interest in one or more trusts containing assets sold or serviced by the same entity.

The Exemption does not apply to Plans sponsored by the underwriters, the trustee, the master servicer, any subservicer, any obligor with respect to mortgage loans included in the trust fund constituting more than five percent of the aggregate unamortized principal balance of the assets in the trust fund, any insurer or any affiliate of such parties (the "Restricted Group"). As of the date hereof,

there is no single mortgagor that is the obligor on five percent (5%) of the mortgage loans included in the trust fund by aggregate unamortized principal balance of the assets of the trust fund.

For so long as the holder of an offered certificate also holds an interest in the related Supplemental Interest Trust, the holder will be deemed to have acquired and be holding an offered certificate without the right to receive payments from the related Supplemental Interest Trust and, separately, the right to receive payments from the related Supplemental Interest Trust. The Exemption is not applicable to the acquisition, holding and transfer of an interest in the related Supplemental Interest Trust. In addition, while the related Supplemental Interest Trust is in existence, it is possible that not all of the requirements for the Exemption to apply to the acquisition, holding and transfer of offered certificates will be satisfied. However, if the Exemption is not available, there may be other exemptions that may apply. Accordingly, no Plan or other person using assets of a Plan may acquire or hold an offered certificate while the related Supplemental Interest Trust is in existence, unless (1) such Plan is an accredited investor within the meaning of the Exemption and (2) such acquisition or holding is eligible for the exemptive relief available under Department of Labor Prohibited Transaction Class Exemption 84-14 (for transactions by independent "qualified professional asset managers"), 91-38 (for transactions by bank collective investment funds), 90-1 (for transactions by insurance company pooled separate accounts), 95-60 (for transactions by insurance company general accounts) or 96-23 (for transactions effected by "in-house asset managers"). For so long as the related Supplemental Interest Trust is in existence, each beneficial owner of an offered certificate or any interest therein, will be deemed to have represented, by virtue of its acquisition or holding of the offered certificate, or interest therein, that either (i) it is not a Plan or (ii) (A) it is an accredited investor within the meaning of the Exemption and (B) the acquisition and holding of such certificate and the separate right to receive payments from the related Supplemental Interest Trust are eligible for the exemptive relief available under one of the five prohibited transaction class exemptions enumerated above.

Plan fiduciaries are encouraged to consult their legal counsel concerning the availability of, and scope of relief provided by, the Exemption and the enumerated class exemptions.

Each beneficial owner of a subordinate certificate or any interest therein who acquires the certificate following termination of the related Supplemental Interest Trust will be deemed to have represented, by virtue of its acquisition or holding of that certificate or interest therein, that either (i) it is not a plan investor, (ii) it has acquired and is holding such subordinate certificates in reliance on the Exemption, and that it understands that there are certain conditions to the availability of the Exemption, including that the subordinate certificates must be rated, at the time of purchase, not lower than "BBB-" (or its equivalent) by Moody's, Standard & Poor's or Fitch or (iii) (1) it is an insurance company, (2) the source of funds used to acquire or hold the certificate or interest therein is an "insurance company general account," as such term is defined in PTCE 95-60, and (3) the conditions in Sections I and III of PTCE 95-60 have been satisfied.

If any offered certificate, or any interest therein, is acquired or held in violation of the provisions of this section, the next preceding permitted beneficial owner will be treated as the beneficial owner of that certificate, retroactive to the date of transfer to the purported beneficial owner. Any purported beneficial owner whose acquisition or holding of an offered certificate, or interest therein, was effected in violation of the provisions of this section will indemnify to the extent permitted by law and hold harmless the depositor, the sponsor, the master servicer, any servicer, the underwriters and the trustee from and against any and all liabilities, claims, costs or expenses incurred by such parties as a result of such acquisition or holding.

Prospective Plan investors are encouraged to consult with their legal advisors concerning the impact of ERISA and the Exemption or any other exemption, and the potential consequences in their specific circumstances, prior to making an investment in the offered certificates. Moreover, each Plan fiduciary is encouraged determine whether under the general fiduciary standards of investment prudence and diversification, an investment in the offered certificates is appropriate for the Plan, taking into account the overall investment policy of the Plan and the composition of the Plan's investment portfolio.

METHOD OF DISTRIBUTION

Subject to the terms and conditions set forth in the underwriting agreement among the depositor, Bear, Stearns & Co. Inc. and SG Americas Securities, LLC, as the underwriters, the depositor has agreed to sell approximately 96.35% and 3.65% of the Certificate Principal Balance of the offered certificates to Bear, Stearns & Co. Inc. and SG Americas Securities, LLC, respectively, and the underwriters have agreed to purchase the offered certificates from the depositor. Distribution of the offered certificates will be made by the underwriters from time to time in negotiated transactions or otherwise at varying prices to be determined at the time of sale. In connection with the sale of the offered certificates, the underwriters may be deemed to have received compensation from the depositor in the form of underwriting discounts. It is expected that the proceeds to the depositor from the sale of the offered certificates will be approximately $1,092,174,000 before deducting issuance expenses payable by the depositor, estimated to be $791,000.

The depositor has been advised by the underwriters that they intend to make a market in the offered certificates, but the underwriters have no obligation to do so. There can be no assurance that a secondary market for the offered certificates, or any particular class thereof, will develop or, if it does develop, that it will continue or that such market will provide sufficient liquidity to certificateholders.

The depositor has agreed to indemnify the underwriters against, or make contributions to the underwriters with respect to, certain liabilities, including liabilities under the Securities Act of 1933, as amended.

LEGAL MATTERS

The legality of the certificates, including certain federal income tax consequences with respect hereto, will be passed upon for the depositor by Thacher Proffitt & Wood LLP, New York, New York. Thacher Proffitt & Wood LLP, New York, New York, will also pass upon certain legal matters on behalf of the sponsor, the master servicer, Bear, Stearns & Co. Inc and SG Americas Securities, LLC.

LEGAL PROCEEDINGS

There are no material legal proceedings pending against the depositor, the trustee, the issuing entity, Encore, or the custodian, or with respect to which the property of any of the foregoing transaction parties is subject, that are material to the certificateholders. No legal proceedings against any of the foregoing transaction parties is known to be contemplated by governmental authorities, that are material to the certificateholders. We refer you to "*The Sponsor*" and "*Servicing of the Mortgage Loans — The Master Servicer*" in this prospectus supplement for a description of the legal proceedings against the sponsor and the master servicer.

AFFILIATIONS, RELATIONSHIPS AND RELATED TRANSACTIONS

The sponsor, the master servicer, the issuing entity, Bear, Stearns & Co. Inc., Master Funding LLC, Bear Stearns Residential Mortgage Corporation and the depositor are affiliated parties. There are no

affiliations among (a) the sponsor, the depositor, the master servicer, Bear Stearns Residential Mortgage Corporation, Bear, Stearns & Co. Inc. and the issuing entity and (b) any of the Group I Swap Provider, the Group II Swap Provider, Encore or LaSalle. There are no affiliations among the Swap Providers, Encore and LaSalle.

Except as otherwise described below, there are currently no business relationships, agreements, arrangements, transactions or understandings among (a) the sponsor, the depositor or the issuing entity and (b) any of the parties referred to in the preceding sentence, or any of their respective affiliates, that were entered into outside the normal course of business or that contain terms other than would be obtained in an arm's length transaction with an unrelated third party and that are material to the investor's understanding of the certificates, or that relate to the certificates or the pooled assets. Except as otherwise described below, no such business relationship, agreement, arrangement, transaction or understanding has existed during the past two years.

With respect to the mortgage loans originated by Encore, ECC Capital Corporation, which Encore is a wholly owned subsidiary of, announced on October 10, 2006 that it had entered into an agreement to sell certain operating assets used in its subprime wholesale mortgage banking division to BSRM, a wholly owned subsidiary of The Bear Stearns Companies, Inc., in exchange for cash and the assumption of certain liabilities by BSRM. ECC Capital Corporation anticipates that this transaction will be completed by the end of 2006 and at that time it will exit the mortgage origination business.

RATINGS

It is a condition of the issuance of the offered certificates that each class of offered certificates be assigned at least the ratings designated below by Standard & Poor's and Moody's.

	Ratings	
Class	**Standard & Poor's**	**Moody's**
I-A-1	AAA	Aaa
I-A-2	AAA	Aaa
I-A-3	AAA	Aaa
I-M-1	AA+	Aaa
I-M-2	AA	Aa1
I-M-3	AA-	Aa2
I-M-4	A+	Aa3
I-M-5	A	A1
I-M-6	A-	A1
I-M-7	BBB+	A2
I-M-8	BBB	A3
I-M-9	BBB-	Baa1
II-1A-1	AAA	Aaa
II-1A-2	AAA	Aaa
II-1A-3	AAA	Aaa
II-2A	AAA	Aaa
II-3A	AAA	Aaa
II-M-1	AA+	Aa1
II-M-2	AA	Aa2
II-M-3	AA-	Aa3
II-M-4	A+	A1
II-M-5	A	A2
II-M-6	A-	A3
II-M-7	BBB+	Baa1
II-M-8	BBB	Baa2
II-M-9	BBB-	Baa3

The security ratings assigned to the offered certificates should be evaluated independently from similar ratings on other types of securities. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the respective rating agency. The ratings on the offered certificates do not, however, constitute statements regarding the likelihood or frequency of prepayments on the mortgage loans or the anticipated yields in light of prepayments.

In addition, the ratings by Standard & Poor's and Moody's do not address the likelihood of the receipt of any amounts in respect of Prepayment Interest Shortfalls, Basis Risk Shortfall Carry Forward Amounts or any interest shortfalls resulting from the application of the Relief Act.

The depositor has not requested ratings of the offered certificates by any rating agency other than Standard & Poor's and Moody's. However, there can be no assurance as to whether any other rating agency will rate the offered certificates or, if it does, what ratings would be assigned by such other rating agency. The ratings assigned by such other rating agency to the offered certificates could be lower than the respective ratings assigned by the rating agencies.

The rating agencies have stated that it is their standard policy to monitor ratings on publicly offered securities for which a rating has been provided, as to each rating agency rating each class of offered certificates in accordance with the rating agencies' particular surveillance policies, unless the issuing entity requests a rating without surveillance. A rating agency will monitor the rating it issues on an ongoing basis and may update the rating after conducting its regular review of the issuing entity's creditworthiness or after conducting a review of the status of the rating upon becoming aware of any information that might reasonably be expected to result in a change of rating. The depositor has not requested that any rating agency not monitor their ratings of the offered certificates, and the depositor has not requested that any rating agency use any monitoring procedures other than their standard monitoring procedures.

LEGAL INVESTMENT

The offered certificates will not constitute "mortgage related securities" for purposes of the Secondary Mortgage Market Enhancement Act of 1984, as amended, or SMMEA.

Institutions whose investment activities are subject to review by certain regulatory authorities hereafter may be or may become subject to restrictions on investment in the certificates, and such restrictions may be retroactively imposed. The Federal Financial Institutions Examination Council, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Office of Thrift Supervision, or OTS, and the National Credit Union Administration, or NCUA, have adopted guidelines, and have proposed policies, regarding the suitability of investments in various types of derivative mortgage-backed securities, including securities such as the certificates.

For example, on April 23, 1998, the Federal Financial Institutions Examination Council issued a revised supervisory policy statement, referred to as the 1998 Policy Statement, applicable to all depository institutions, setting forth guidelines for investments in "high-risk mortgage securities." The 1998 Policy Statement has been adopted by the Federal Reserve Board, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the NCUA and the OTS. The 1998 Policy Statement rescinds a 1992 policy statement that had required, prior to purchase, a depository institution to determine whether a mortgage derivative product that it is considering acquiring is high-risk, and, if so, that the proposed acquisition would reduce the institution's overall interest rate risk. In addition, The 1998 Policy Statement eliminates former constraints on investing in certain "high-risk" mortgage derivative products and

substitutes broader guidelines for evaluating and monitoring investment risk. In addition, the NCUA has issued regulations governing federal credit union investments which prohibit investment in certain specified types of securities, which may include the certificates. The NCUA has indicated that its regulations will take precedence over the 1998 Policy Statement. Similar policy statements and regulations have been issued by other regulators having jurisdiction over other types of depository institutions.

The OTS has issued Thrift Bulletin 73a, or TB 73a, entitled "Investing in Complex Securities", effective December 18, 2001 which applies to savings associations regulated by the OTS, and Thrift Bulletin 13a, or TB 13a, entitled "Management of Interest Rate Risk, Investment Securities, and Derivatives Activities", effective December 1, 1998, which is applicable to thrift institutions regulated by the OTS.

TB 73a requires savings associations, prior to taking any investment position, to determine that the investment position meets applicable regulatory and policy requirements and internal guidelines, is suitable for the institution, and is safe and sound. The OTS recommends, with respect to purchases of specific securities, additional analysis, including, among others, analysis of repayment terms, legal structure, expected performance of the issuing entity and any underlying assets as well as analysis of the effects of payment priority, with respect to a security which is divided into separate tranches with unequal payments, and collateral investment parameters, with respect to a security that is prefunded or involves a revolving period. TB 73a reiterates the OTS's due diligence requirements for investing in all securities and warns that if a savings association makes an investment that does not meet the applicable regulatory requirements, the savings association's investment practices will be subject to criticism, and the OTS may require divestiture of such securities. The OTS also recommends, with respect to an investment in any "complex securities," that savings associations should take into account quality and suitability, interest rate risk, and classification factors. For the purposes of each of TB 73a and TB 13a, "complex security" includes, among other things, any collateralized mortgage obligation or real estate mortgage investment conduit security, other than any "plain vanilla" mortgage pass-through security (that is, securities that are part of a single class of securities in the related pool that are non-callable and do not have any special features). Accordingly, all classes of offered certificates would likely be viewed as "complex securities." With respect to quality and suitability factors, TB 73a warns (i) that a savings association's sole reliance on outside ratings for material purchases of complex securities is an unsafe and unsound practice, (ii) that a savings association should only use ratings and analyses from nationally recognized rating agencies in conjunction with, and in validation of, its own underwriting processes, and (iii) that it should not use ratings as a substitute for its own thorough underwriting analyses. With respect the interest rate risk factor, TB 73a recommends that savings associations should follow the guidance set forth in TB 13a.

TB 13a requires thrift institutions, prior to taking any investment position, to (i) conduct a pre-purchase portfolio sensitivity analysis for any "significant transaction" involving securities or financial derivatives, and (ii) conduct a pre-purchase price sensitivity analysis of any "complex security" or financial derivative. The OTS recommends that while a thrift institution should conduct its own in-house pre-acquisition analysis, it may rely on an analysis conducted by an independent third-party as long as management understands the analysis and its key assumptions. Further, TB 13a recommends that the use of "complex securities with high price sensitivity" be limited to transactions and strategies that lower a thrift institution's portfolio interest rate risk. TB 13a warns that investment in complex securities by thrift institutions that do not have adequate risk measurement, monitoring and control systems may be viewed by OTS examiners as an unsafe and unsound practice.

There may be other restrictions on the ability of some investors either to purchase some classes of securities or to purchase any class of securities representing more than a specified percentage of the investors' assets. The depositor will make no representations as to the proper characterization of any class

of securities for legal investment or other purposes, or as to the ability of particular investors to purchase any class of securities under applicable legal investment restrictions. These uncertainties may adversely affect the liquidity of any class of securities. Accordingly, all investors whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities are encouraged to consult with their own legal advisors in determining whether and to what extent the securities of any class constitute legal investments or are subject to investment, capital or other restrictions.

AVAILABLE INFORMATION

The depositor is subject to the informational requirements of the Exchange Act and in accordance therewith files reports and other information with the Commission. Reports and other information filed by the depositor can be inspected and copied at the Public Reference Room maintained by the Commission at 100 F Street NE, Washington, DC 20549, and its Regional Offices located as follows: Chicago Regional Office, 500 West Madison, 14th Floor, Chicago, Illinois 60661; New York Regional Office, 233 Broadway, New York, New York 10279. Copies of the material can also be obtained from the Public Reference Section of the Commission, 100 F Street NE, Washington, DC 20549, at prescribed rates and electronically through the Commission's Electronic Data Gathering, Analysis and Retrieval system at the Commission's Website (http://www.sec.gov). Information about the operation of the Public Reference Room may be obtained by calling the Securities and Exchange Commission at (800) SEC-0330. Exchange Act reports as to any series filed with the Commission will be filed under the issuing entity's name. The depositor does not intend to send any financial reports to security holders.

The issuing entity's annual reports on Form 10-K (including reports of assessment of compliance with the AB Servicing Criteria, attestation reports, and statements of compliance, discussed in "*Description of the Certificates — Reports to Certificateholders*" and "*Servicing of the Mortgage Loans — Evidence as to Compliance*", required to be filed under Regulation AB), periodic distribution reports on Form 10-D, current reports on Form 8-K and amendments to those reports, together with such other reports to security holders or information about the securities as will have been filed with the Commission will be posted on the trustee's internet web site promptly after it has been electronically filed with, or furnished to, the Commission. The address of the website is: www.etrustee.net.

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SCHEDULE A

Mortgage Loan Statistical Data

The following information sets forth in tabular format certain information, as of the cut-off date, about the mortgage loans in each loan group and each subgroup, and about the mortgage loans in Loan Group II in the aggregate. Other than with respect to rates of interest, percentages are approximate and are stated by cut-off date principal balance of the mortgage loans in the related loan group and related subgroups or of the mortgage loans in Loan Group II in the aggregate, as applicable. The sum of the respective columns may not equal the total indicated due to rounding.

Mortgage Interest Rates of the Mortgage Loans in Loan Group I

Mortgage Interest Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.501% - 6.000%	2	$ 506,703	0.16 %	610	64.97 %
6.001% - 6.500%	14	3,322,338	1.03	596	67.09
6.501% - 7.000%	51	12,502,513	3.88	608	73.30
7.001% - 7.500%	105	28,322,481	8.79	592	75.71
7.501% - 8.000%	188	45,109,286	14.00	596	78.53
8.001% - 8.500%	220	53,517,068	16.61	586	77.62
8.501% - 9.000%	264	59,837,583	18.57	585	80.40
9.001% - 9.500%	196	40,195,591	12.48	577	81.97
9.501% - 10.000%	204	41,286,723	12.82	569	83.06
10.001% - 10.500%	98	16,529,373	5.13	560	81.15
10.501% - 11.000%	82	11,554,868	3.59	565	83.62
11.001% - 11.500%	33	3,560,297	1.11	558	80.99
11.501% - 12.000%	26	1,944,736	0.60	602	92.49
12.001% - 12.500%	37	2,128,288	0.66	626	97.78
12.501% - 13.000%	26	1,415,015	0.44	612	99.97
13.001% - 13.500%	8	377,236	0.12	620	100.00
13.501% - 14.000%	2	44,371	0.01	610	100.00
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average mortgage interest rate of the mortgage loans in Loan Group I was approximately 8.776%.

***Original Loan-to-Value Ratio of the Mortgage Loans in Loan Group I**

*Original Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
0.01% - 10.00%.....	1	$ 54,933	0.02 %	619	8.33 %
10.01% - 20.00%.....	4	339,582	0.11	566	16.69
20.01% - 30.00%.....	9	757,374	0.24	586	27.20
30.01% - 40.00%.....	19	2,751,013	0.85	574	35.50
40.01% - 50.00%.....	41	6,764,054	2.10	567	45.89
50.01% - 60.00%.....	84	16,114,591	5.00	570	56.41
60.01% - 70.00%.....	182	39,737,218	12.33	564	67.20
70.01% - 80.00%.....	482	102,156,497	31.71	584	78.07
80.01% - 90.00%.....	475	118,566,455	36.80	588	87.43
90.01% - 100.00%.....	259	34,912,750	10.84	603	96.21
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

* Original Loan-to-Value Ratio reflects loan to value for 1st lien loans and combined loan to value for 2nd lien loans.

As of the cut-off date, the weighted average original loan-to-value ratio of the mortgage loans in Loan Group I was approximately 79.82%.

***Original Combined Loan-to-Value Ratio of the Mortgage Loans in Loan Group I**

*Original Combined Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
0.01% - 10.00%.....	1	$ 54,933	0.02	619 %	8.33 %
10.01% - 20.00%.....	4	339,582	0.11	566	16.69
20.01% - 30.00%.....	9	757,374	0.24	586	27.20
30.01% - 40.00%.....	19	2,751,013	0.85	574	35.50
40.01% - 50.00%.....	41	6,764,054	2.10	567	45.89
50.01% - 60.00%.....	84	16,114,591	5.00	570	56.41
60.01% - 70.00%.....	181	39,627,293	12.30	564	67.20
70.01% - 80.00%.....	347	73,175,490	22.71	565	77.32
80.01% - 90.00%.....	463	116,494,682	36.16	588	87.43
90.01% - 100.00%.....	407	66,075,456	20.51	614	88.77
Total.....	1,556	$ 322,154,468	100.00	584 %	79.82 %

* Original Combined Loan-to-Value Ratio reflects combined loan to value for 1st lien loans and combined loan to value for 2nd lien loans.

As of the cut-off date, the weighted average combined original loan-to-value ratio of the mortgage loans in Loan Group I was approximately 81.68% .

Original Principal Balances of the Mortgage Loans as of the cut-off date in Loan Group I

Original Principal Balance	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
$0 - $50,000	66	$ 2,368,047	0.74 %	617	90.07 %
$50,001 - $100,000	258	19,400,533	6.02	586	80.66
$100,001 - $150,000	291	36,821,133	11.43	580	76.67
$150,001 - $200,000	274	47,840,690	14.85	578	79.80
$200,001 - $250,000	225	50,165,018	15.57	583	77.54
$250,001 - $300,000	135	36,990,722	11.48	577	78.21
$300,001 - $350,000	100	32,637,474	10.13	582	81.11
$350,001 - $400,000	58	21,702,399	6.74	582	80.58
$400,001 - $450,000	56	23,586,893	7.32	586	82.60
$450,001 - $500,000	34	16,175,444	5.02	598	78.22
$500,001 - $550,000	24	12,569,015	3.90	587	82.94
$550,001 - $600,000	15	8,598,980	2.67	596	85.82
$600,001 - $650,000	11	6,900,974	2.14	606	84.64
$650,001 - $700,000	6	4,106,023	1.27	594	86.35
$700,001 - $750,000	2	1,499,123	0.47	612	75.75
$75,0001 and greater	1	792,000	0.25	603	90.00
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the average original principal balance of the mortgage loans in Loan Group I was approximately $207,186.

Credit Score for the Mortgage Loans in Loan Group I

Credit Score Range	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
500 - 519.....	111	$ 20,777,269	6.45 %	509	71.23 %
520 - 539.....	187	34,781,116	10.80	529	75.87
540 - 559.....	214	46,001,560	14.28	550	76.29
560 - 579.....	180	37,937,175	11.78	569	79.88
580 - 599.....	256	58,493,579	18.16	589	81.98
600 - 619.....	318	73,227,995	22.73	609	82.43
620 - 639.....	123	22,065,336	6.85	628	82.28
640 - 659.....	87	15,009,179	4.66	648	84.69
660 - 679.....	34	6,108,595	1.90	667	82.22
680 - 699.....	26	4,386,689	1.36	688	83.27
700 - 719.....	9	2,141,774	0.66	705	84.34
720 - 739.....	7	897,115	0.28	725	70.22
740 - 759.....	4	327,086	0.10	747	83.03
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average credit score of the mortgage loans in Loan Group I was approximately 584.

Geographic Distribution of the Mortgaged Properties in Loan Group I*

State	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Alabama	12	$ 1,464,301	0.45 %	575	92.79 %
Arizona	70	15,017,430	4.66	597	82.65
Arkansas	6	983,936	0.31	583	81.26
California	262	83,027,237	25.77	585	76.80
Colorado	22	3,743,197	1.16	579	85.55
Connecticut	11	2,374,861	0.74	573	74.73
Delaware	7	1,267,156	0.39	578	80.64
District of Columbia	15	3,620,877	1.12	574	71.23
Florida	221	41,400,122	12.85	579	77.25
Georgia	81	12,137,018	3.77	580	86.25
Idaho	2	283,815	0.09	557	78.90
Illinois	96	20,445,406	6.35	580	83.05
Indiana	20	2,347,750	0.73	598	86.40
Iowa	11	1,032,569	0.32	555	84.40
Kansas	10	896,554	0.28	577	86.21
Kentucky	13	1,399,798	0.43	582	85.79
Louisiana	3	423,486	0.13	613	78.66
Maine	7	1,154,297	0.36	563	74.66
Maryland	98	24,541,894	7.62	585	79.90
Massachusetts	11	3,098,113	0.96	577	78.72
Michigan	34	3,540,301	1.10	593	84.17
Minnesota	30	4,716,215	1.46	599	84.04
Mississippi	6	645,543	0.20	562	83.21
Missouri	29	3,542,106	1.10	580	88.19
Nevada	47	9,571,056	2.97	610	80.46
New Hampshire	3	725,056	0.23	563	86.86
New Jersey	46	10,987,080	3.41	571	77.47
New Mexico	8	1,973,113	0.61	585	84.33
New York	33	9,856,080	3.06	574	76.02
North Carolina	13	2,639,912	0.82	570	86.90
Ohio	29	3,582,345	1.11	581	85.71
Oklahoma	4	240,461	0.07	623	80.69
Oregon	12	2,910,042	0.90	595	82.64
Pennsylvania	63	9,753,041	3.03	579	81.38
Rhode Island	4	804,296	0.25	584	76.98
South Carolina	11	1,492,908	0.46	593	80.00
South Dakota	1	95,975	0.03	520	85.00
Tennessee	12	1,601,447	0.50	599	86.43
Texas	29	3,248,738	1.01	598	84.68
Utah	8	1,829,001	0.57	568	86.47
Virginia	74	14,025,701	4.35	590	82.02
Washington	24	5,320,889	1.65	569	77.24
West Virginia	4	1,052,122	0.33	554	84.28
Wisconsin	52	7,140,410	2.22	594	80.00
Wyoming	2	200,818	0.06	537	68.61
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

*No more than approximately 0.54% of the mortgage loans in Loan Group I by principal balance of the related mortgage loans as of the cut-off date will be secured by properties located in any one zip code area.

Property Types of Mortgaged Properties in Loan Group I

Property Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2-4 Family	66	$ 18,753,225	5.82 %	594	77.95 %
Condominium	71	14,015,776	4.35	590	81.36
PUD	186	44,287,881	13.75	589	83.12
Single Family	1,210	241,275,482	74.89	581	79.27
Townhouse	23	3,822,103	1.19	591	80.02
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

Occupancy Status of Mortgaged Properties in Loan Group I*

Occupancy Status	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Investor	88	$ 15,132,363	4.70 %	612	78.24 %
Owner Occupied	1,455	303,439,900	94.19	582	79.91
Second Home	13	3,582,206	1.11	591	78.96
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

*Based upon representation of the related mortgagors at the time of origination.

Original Term of the Mortgage Loans in Loan Group I

Original Term	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
120 - 179 months	1	$ 171,975	0.05 %	614	40.71 %
180 - 239 months	57	3,520,285	1.09	621	91.49
240 - 359 months	9	675,402	0.21	595	77.59
360 months	1,489	317,786,806	98.64	583	79.72
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average stated original term to scheduled maturity of the mortgage loans in Loan Group I was approximately 358 months.

Remaining Term to Stated Maturity for the Mortgage Loans in Loan Group I

Remaining Term to Stated Maturity	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
61 - 120 months	1	$ 171,975	0.05 %	614	40.71 %
121 - 180 months	57	3,520,285	1.09	621	91.49
181 - 240 months	8	633,424	0.20	592	76.10
241 - 300 months	1	41,978	0.01	645	100.00
301 - 360 months	1,489	317,786,806	98.64	583	79.72
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average stated remaining months to scheduled maturity of the mortgage loans in Loan Group I was approximately 356 months.

Loan Purpose for the Mortgage Loans in Loan Group I

Loan Purpose	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Cash-Out Refinance	1,077	$ 234,842,614	72.90 %	579	78.13 %
Purchase	336	57,177,436	17.75	608	85.70
Rate/Term Refinance	143	30,134,418	9.35	577	81.85
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

Documentation Type of the Mortgage Loans in Loan Group I

Documentation Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Full/Alternative	908	$ 173,548,446	53.87 %	576	81.13 %
Limited	21	4,890,547	1.52	621	86.01
Lite	4	636,032	0.20	577	69.48
Stated Income	623	143,079,443	44.41	592	78.08
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

Product Type of the Mortgage Loans in Loan Group I

Product Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
BALLOON (30/15 BLN)	49	2,884,067	0.90 %	633	99.99 %
BALLOON (40/30 BLN)	45	10,260,576	3.18	587	81.27
BALLOON (50/40 BLN)	11	2,520,032	0.78	591	85.95
FIXED	281	39,932,562	12.40	597	77.86
FIXED IO	4	1,231,915	0.38	607	84.28
LIBOR 2/6 10YR DUAL	7	2,356,662	0.73	566	76.93
LIBOR 2/6 ARM	532	99,218,547	30.80	575	79.85
LIBOR 2/6 ARM (40/30 BLN)	398	100,068,042	31.06	573	79.01
LIBOR 2/6 ARM (50/40 BLN)	36	11,197,017	3.48	594	82.26
LIBOR 2/6 ARM IO	152	43,750,376	13.58	608	81.15
LIBOR 3/6 ARM	21	3,481,293	1.08	578	80.48
LIBOR 3/6 ARM (40/30 BLN)	9	1,774,375	0.55	595	73.60
LIBOR 3/6 ARM (50/40 BLN)	3	687,105	0.21	583	70.18
LIBOR 3/6 ARM IO	7	2,042,600	0.63	616	84.29
LIBOR 5/6 ARM	1	749,300	0.23	614	68.17
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

Rate Adjustment Frequency of the Mortgage Loans in Loan Group I

Rate Adjustment Frequency	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
6 months	1,166	$ 265,325,317	82.36 %	581	79.76 %
Fixed	390	56,829,151	17.64	597	80.09
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

Months to Next Rate Adjustment of the Mortgage Loans in Loan Group I

Months to Next Rate Adjustment	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
12 - 17	3	$ 486,633	0.15 %	597	82.37 %
18 - 23	1,122	256,104,011	79.50	580	79.82
30 - 35	40	7,985,373	2.48	592	79.04
54 - 59	1	749,300	0.23	614	68.17
Fixed	390	56,829,151	17.64	597	80.09
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

The weighted average next rate adjustment for the adjustable rate mortgage loans in Loan Group I is 23 months. Months to next rate adjustment is calculated by using the first rate adjustment date for the loans still in a hybrid period and by using next rate adjustment for loans that are fully indexed.

Maximum Mortgage Rates of the Mortgage Loans in Loan Group I

Maximum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.750% - 10.999%	1	$ 178,703	0.06 %	605	65.00 %
11.000% - 11.249%	1	328,000	0.10	612	64.95
11.250% - 11.499%	7	1,790,793	0.56	588	67.75
11.500% - 11.749%	5	1,519,334	0.47	609	83.00
11.750% - 11.999%	14	3,259,380	1.01	582	72.52
12.000% - 12.249%	18	5,864,928	1.82	599	77.20
12.250% - 12.499%	23	6,715,233	2.08	590	75.63
12.500% - 12.749%	35	10,268,829	3.19	587	77.36
12.750% - 12.999%	52	14,068,754	4.37	585	77.06
13.000% - 13.249%	33	8,328,646	2.59	590	79.73
13.250% - 13.499%	49	13,107,859	4.07	566	76.15
13.500% - 13.749%	83	22,352,737	6.94	584	78.75
13.750% - 13.999%	104	25,995,463	8.07	582	81.66
14.000% - 14.249%	43	10,500,772	3.26	599	83.22
14.250% - 14.499%	86	19,809,393	6.15	583	76.77
14.500% - 14.749%	73	17,155,752	5.33	589	77.11
14.750% - 14.999%	123	25,245,059	7.84	579	79.76
15.000% - 15.249%	58	11,407,295	3.54	592	82.45
15.250% - 15.499%	79	17,588,199	5.46	575	82.59
15.500% - 15.749%	75	15,055,794	4.67	573	81.81
15.750% - 15.999%	76	15,773,637	4.90	576	83.38
16.000% - 16.249%	25	4,243,621	1.32	551	81.12
16.250% - 16.499%	31	5,367,504	1.67	559	82.40
16.500% - 16.749%	27	3,387,646	1.05	559	84.95
16.750% - 16.999%	22	3,217,488	1.00	565	87.94
17.000% - 17.249%	9	935,167	0.29	560	90.03
17.250% - 17.499%	9	1,197,243	0.37	529	76.86
17.500% - 17.749%	3	378,634	0.12	560	85.99
17.750% - 17.999%	1	101,483	0.03	503	70.00
18.750% - 18.999%	1	181,971	0.06	661	100.00
Fixed	390	56,829,151	17.64	597	80.09
Total	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average maximum mortgage rate of the adjustable rate mortgage loans in Loan Group I was approximately 14.313%.

Minimum Mortgage Rates of the Mortgage Loans in Loan Group I

Minimum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
4.000% - 4.249%	1	$ 399,134	0.12 %	608	80.00 %
4.500% - 4.749%	1	236,000	0.07	616	56.87
5.250% - 5.499%	1	180,900	0.06	599	84.14
5.500% - 5.749%	401	81,692,459	25.36	593	81.69
5.750% - 5.999%	30	5,944,386	1.85	572	80.95
6.000% - 6.249%	29	6,629,770	2.06	579	77.15
6.250% - 6.499%	38	7,186,818	2.23	568	73.47
6.500% - 6.749%	10	2,409,167	0.75	607	82.07
6.750% - 6.999%	38	7,564,851	2.35	575	68.17
7.000% - 7.249%	23	7,032,717	2.18	597	77.36
7.250% - 7.499%	30	8,003,936	2.48	585	75.90
7.500% - 7.749%	44	12,196,647	3.79	592	79.09
7.750% - 7.999%	57	14,944,298	4.64	580	79.01
8.000% - 8.249%	33	8,832,735	2.74	585	82.46
8.250% - 8.499%	60	14,711,624	4.57	567	76.19
8.500% - 8.749%	77	20,911,746	6.49	578	78.71
8.750% - 8.999%	74	18,605,157	5.78	576	82.82
9.000% - 9.249%	28	6,545,876	2.03	596	85.06
9.250% - 9.499%	40	9,611,871	2.98	561	80.84
9.500% - 9.749%	25	5,220,163	1.62	549	78.89
9.750% - 9.999%	55	13,171,587	4.09	560	82.57
10.000% - 10.249%	15	2,731,605	0.85	554	76.99
10.250% - 10.499%	24	5,212,403	1.62	572	78.01
10.500% - 10.749%	15	3,022,302	0.94	568	76.88
10.750% - 10.999%	9	1,525,318	0.47	547	76.14
11.000% - 11.249%	4	404,824	0.13	565	75.84
11.250% - 11.499%	2	238,889	0.07	553	91.46
11.500% - 11.749%	1	61,561	0.02	572	66.96
12.250% - 12.499%	1	96,574	0.03	501	70.00
Fixed.....	390	56,829,151	17.64	597	80.09
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average minimum mortgage rate of the adjustable rate mortgage loans in Loan Group I was approximately 7.423%.

Periodic Rate Cap of the Mortgage Loans in Loan Group I

Periodic Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000%.....	1,154	$ 263,180,083	81.69 %	581	79.74 %
1.500%.....	10	1,907,512	0.59	591	81.82
3.000%.....	2	237,721	0.07	582	87.45
Fixed.....	390	56,829,151	17.64	597	80.09
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average periodic rate cap of the adjustable rate mortgage loans in Loan Group I was approximately 1.005%.

Initial Rate Cap of the Mortgage Loans in Loan Group I

Initial Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000% - 1.499%	2	$ 858,950	0.27 %	593	86.86 %
2.000% - 2.249%	470	120,747,839	37.48	572	78.61
2.500% - 2.749%	1	116,182	0.04	582	80.00
3.000% - 3.249%	677	139,952,730	43.44	588	80.56
5.000% - 5.249%	16	3,649,617	1.13	595	85.82
Fixed.....	390	56,829,151	17.64	597	80.09
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average initial rate cap of the adjustable rate mortgage loans in Loan Group I was approximately 2.566%.

Gross Margin of the Mortgage Loans in Loan Group I

Gross Margin	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
4.000% - 4.249%	1	$ 399,134	0.12 %	608	80.00 %
4.500% - 4.749%	1	236,000	0.07	616	56.87
5.000% - 5.249%	2	234,622	0.07	588	81.19
5.250% - 5.499%	258	65,804,549	20.43	579	80.19
5.500% - 5.749%	573	123,512,233	38.34	593	81.92
5.750% - 5.999%	207	51,450,203	15.97	563	76.54
6.000% - 6.249%	37	8,491,401	2.64	567	76.45
6.250% - 6.499%	40	7,098,478	2.20	555	73.40
6.500% - 6.749%	4	569,300	0.18	611	80.72
6.750% - 6.999%	22	3,897,323	1.21	549	66.30
7.000% - 7.249%	5	741,274	0.23	536	69.81
7.250% - 7.499%	7	1,590,124	0.49	565	83.13
7.500% - 7.749%	5	814,689	0.25	576	83.87
7.750% - 7.999%	3	300,893	0.09	597	78.04
8.000% - 8.249%	1	185,094	0.06	585	90.00
Fixed.....	390	56,829,151	17.64	597	80.09
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

As of the cut-off date, the weighted average gross margin of the adjustable rate mortgage loans in Loan Group I was approximately 5.613%.

Originator of the Mortgage Loans in Loan Group I

Originator	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
ENCORE……	593	$ 145,269,882	45.09 %	573	78.61 %
BEAR STEARNS RESIDENTIAL……	251	49,033,418	15.22	596	79.96
OTHER……	712	127,851,167	39.69	591	81.15
Total.....	1,556	$ 322,154,468	100.00 %	584	79.82 %

Mortgage Interest Rates of the Mortgage Loans in Subgroup II-1

Mortgage Interest Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.501% - 6.000%	5	$ 2,375,141	0.61 %	635	72.20 %
6.001% - 6.500%	38	12,885,239	3.30	670	77.05
6.501% - 7.000%	140	54,157,985	13.85	659	81.19
7.001% - 7.500%	148	48,962,245	12.52	645	81.35
7.501% - 8.000%	215	66,467,673	17.00	638	81.97
8.001% - 8.500%	189	60,573,308	15.49	638	82.28
8.501% - 9.000%	178	50,517,408	12.92	613	83.07
9.001% - 9.500%	106	28,916,101	7.40	598	83.52
9.501% - 10.000%	111	22,530,073	5.76	597	85.72
10.001% - 10.500%	77	10,737,847	2.75	610	88.40
10.501% - 11.000%	98	11,510,569	2.94	618	90.65
11.001% - 11.500%	93	7,590,196	1.94	646	96.23
11.501% - 12.000%	102	7,987,488	2.04	649	96.97
12.001% - 12.500%	59	4,110,132	1.05	630	98.48
12.501% - 13.000%	22	1,425,984	0.36	633	100.00
13.001% - 13.500%	3	130,122	0.03	602	94.39
13.501% - 14.000%	2	75,695	0.02	589	100.00
14.001% and greater	1	27,965	0.01	630	100.00
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average mortgage interest rate of the mortgage loans in Subgroup II-1 was approximately 8.365%.

***Original Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-1**

*Original Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	2	$ 109,793	0.03 %	610	15.03 %
20.01% - 30.00%	9	658,783	0.17	637	26.23
30.01% - 40.00%	17	1,682,050	0.43	588	35.53
40.01% - 50.00%	18	2,472,361	0.63	601	45.66
50.01% - 60.00%	43	9,575,518	2.45	586	55.88
60.01% - 70.00%	104	21,843,588	5.59	594	66.77
70.01% - 80.00%	519	163,639,688	41.85	638	78.99
80.01% - 90.00%	329	114,775,724	29.36	627	87.62
90.01% - 100.00%	546	76,223,665	19.50	651	97.35
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

* Original Loan-to-Value Ratio reflects loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average original loan-to-value ratio of the mortgage loans in Subgroup II-1 was approximately 83.35%.

***Original Combined Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-1**

*Original Combined Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	2	$ 109,793	0.03 %	610	15.03 %
20.01% - 30.00%	9	658,783	0.17	637	26.23
30.01% - 40.00%	16	1,632,190	0.42	590	35.66
40.01% - 50.00%	19	2,522,221	0.65	599	45.37
50.01% - 60.00%	43	9,575,518	2.45	586	55.88
60.01% - 70.00%	102	21,583,149	5.52	593	66.80
70.01% - 80.00%	219	66,216,263	16.94	601	77.57
80.01% - 90.00%	310	111,998,352	28.65	627	87.59
90.01% - 100.00%	867	176,684,902	45.19	657	87.57
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

* Original Combined Loan-to-Value Ratio reflects combined loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average combined original loan-to-value ratio of the mortgage loans in Subgroup II-1 was approximately 88.39%.

Original Principal Balances of the Mortgage Loans as of the cut-off date in Subgroup II-1

Original Principal Balance	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
$0 - $50,000	139	$ 5,058,087	1.29 %	639	92.36 %
$50,001 - $100,000	338	25,497,525	6.52	634	88.37
$100,001 - $150,000	258	31,818,103	8.14	620	82.97
$150,001 - $200,000	144	24,941,615	6.38	622	81.35
$200,001 - $250,000	100	22,484,203	5.75	623	79.43
$250,001 - $300,000	78	21,445,944	5.49	646	83.55
$300,001 - $350,000	68	21,932,057	5.61	642	83.31
$350,001 - $400,000	57	21,400,236	5.47	639	81.95
$400,001 - $450,000	104	44,745,690	11.44	636	82.71
$450,001 - $500,000	95	45,230,082	11.57	631	82.25
$500,001 - $550,000	76	39,857,278	10.19	638	83.82
$550,001 - $600,000	51	29,349,041	7.51	627	84.00
$600,001 - $650,000	27	16,926,163	4.33	631	82.69
$650,001 - $700,000	15	10,100,481	2.58	639	85.33
$700,001 - $750,000	15	10,958,932	2.80	638	81.78
$750,001 and greater	22	19,235,734	4.92	640	85.99
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the average original principal balance of the mortgage loans in Subgroup II-1 was approximately $246,538.

Credit Score for the Mortgage Loans in Subgroup II-1

Credit Score Range	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
500 - 519	39	$ 7,130,946	1.82 %	509	72.89 %
520 - 539	66	13,444,280	3.44	529	72.25
540 - 559	61	14,238,707	3.64	550	75.83
560 - 579	97	27,489,978	7.03	570	78.54
580 - 599	165	38,503,177	9.85	589	81.73
600 - 619	189	44,303,267	11.33	609	85.09
620 - 639	247	62,079,235	15.88	629	86.07
640 - 659	242	65,498,357	16.75	649	84.42
660 - 679	191	46,425,452	11.87	669	85.28
680 - 699	131	35,310,998	9.03	687	84.88
700 - 719	70	13,768,355	3.52	709	86.48
720 - 739	36	11,624,633	2.97	731	86.19
740 - 759	26	6,371,977	1.63	748	81.66
760 - 779	17	2,911,472	0.74	767	80.73
780 - 799	10	1,880,337	0.48	790	86.62
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average credit score of the mortgage loans in Subgroup II-1 was approximately 633.

Geographic Distribution of the Mortgaged Properties in Subgroup II-1*

State	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Alabama	6	$ 358,367	0.09 %	566	89.36 %
Arizona	28	5,253,872	1.34	626	85.29
Arkansas	1	12,489	0.00	760	100.00
California	532	180,720,757	46.22	641	83.53
Colorado	12	1,542,349	0.39	664	88.01
Connecticut	15	4,428,193	1.13	639	85.62
Delaware	3	250,148	0.06	583	62.72
District of Columbia	1	439,682	0.11	614	53.99
Florida	201	38,273,385	9.79	618	81.39
Georgia	26	4,523,630	1.16	630	87.54
Hawaii	1	840,000	0.21	698	80.00
Idaho	3	615,024	0.16	609	85.02
Illinois	110	23,609,699	6.04	641	87.32
Indiana	16	1,474,743	0.38	622	84.43
Iowa	6	504,474	0.13	611	88.39
Kansas	3	243,787	0.06	614	79.15
Kentucky	2	520,449	0.13	549	90.55
Louisiana	8	975,988	0.25	606	79.18
Maine	4	593,822	0.15	609	84.55
Maryland	72	16,585,546	4.24	611	79.53
Massachusetts	16	3,098,839	0.79	632	85.99
Michigan	31	3,182,166	0.81	611	84.30
Minnesota	7	2,225,098	0.57	636	81.95
Mississippi	7	1,132,703	0.29	635	93.61
Missouri	17	2,467,895	0.63	648	83.59
Nevada	34	6,172,136	1.58	628	82.50
New Hampshire	2	550,327	0.14	619	91.68
New Jersey	39	13,861,606	3.55	613	82.85
New Mexico	8	1,522,394	0.39	605	77.35
New York	115	33,357,247	8.53	645	83.54
North Carolina	17	3,208,025	0.82	655	86.59
Ohio	6	324,766	0.08	603	94.01
Oklahoma	7	481,418	0.12	640	84.31
Oregon	4	472,023	0.12	578	65.44
Pennsylvania	43	5,935,653	1.52	617	81.83
Rhode Island	5	1,411,702	0.36	622	89.75
South Carolina	12	2,528,421	0.65	646	87.20
Tennessee	15	2,021,847	0.52	598	85.91
Texas	25	3,027,778	0.77	629	85.90
Utah	2	206,716	0.05	526	88.41
Vermont	1	74,813	0.02	539	52.08
Virginia	105	18,332,544	4.69	610	80.58
Washington	10	2,553,085	0.65	608	82.93
West Virginia	8	934,169	0.24	617	77.49
Wisconsin	1	131,396	0.03	564	80.00
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

*No more than approximately 0.82% of the mortgage loans in Subgroup II-1 by principal balance of the related mortgage loans as of the cut-off date will be secured by properties located in any one zip code area.

Property Types of Mortgaged Properties in Subgroup II-1

Property Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2-4 Family	110	$ 34,558,260	8.84 %	652	83.39 %
Condominium	119	19,811,485	5.07	643	84.72
PUD	175	48,016,194	12.28	631	84.19
Single Family	1,182	288,494,202	73.79	631	83.11
Townhouse	1	101,029	0.03	562	85.00
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

Occupancy Status of Mortgaged Properties in Subgroup II-1*

Occupancy Status	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Investor	56	$ 13,950,158	3.57 %	633	80.60 %
Owner Occupied	1,518	374,489,548	95.78	633	83.45
Second Home	13	2,541,465	0.65	639	83.78
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

*Based upon representation of the related mortgagors at the time of origination.

Original Term of the Mortgage Loans in Subgroup II-1

Original Term	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
180 - 239 months	188	$ 15,236,033	3.90 %	657	97.77 %
240 - 359 months	53	2,997,514	0.77	646	93.11
360 months	1,346	372,747,624	95.34	632	82.68
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average stated original term to scheduled maturity of the mortgage loans in Subgroup II-1 was approximately 352 months.

Remaining Term to Stated Maturity for the Mortgage Loans in Subgroup II-1

Remaining Term to Stated Maturity	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
121 - 180 months	188	$ 15,236,033	3.90 %	657	97.77 %
181 - 240 months	51	2,841,357	0.73	649	93.22
241 - 300 months	2	156,156	0.04	590	91.11
301 - 360 months	1,346	372,747,624	95.34	632	82.68
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average stated remaining months to scheduled maturity of the mortgage loans in Subgroup II-1 was approximately 350 months.

Loan Purpose for the Mortgage Loans in Subgroup II-1

Loan Purpose	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Cash-Out Refinance	749	$ 215,012,813	54.99 %	619	81.65 %
Purchase	711	140,382,202	35.91	654	85.82
Rate/Term Refinance	127	35,586,156	9.10	634	83.87
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

Documentation Type of the Mortgage Loans in Subgroup II-1

Documentation Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Full/Alternative	826	$ 179,550,685	45.92 %	620	83.24 %
Lite	12	3,754,635	0.96	565	81.42
Stated Income	749	207,675,850	53.12	646	83.47
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

Product Type of the Mortgage Loans in Subgroup II-1

Product Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
BALLOON (30/15 BLN)	170	13,841,206	3.54 %	659	99.25 %
BALLOON (40/30 BLN)	43	15,113,663	3.87	651	82.93
BALLOON (50/30 BLN)	14	5,098,531	1.30	646	80.44
FIXED	434	54,475,610	13.93	639	84.47
FIXED IO	15	7,141,628	1.83	694	85.62
LIBOR 2/6 ARM DUAL AMORT	19	8,729,260	2.23	628	83.07
LIBOR 2/6 ARM	311	69,753,130	17.84	618	80.98
LIBOR 2/6 ARM (40/30 BLN)	288	104,985,166	26.85	620	81.58
LIBOR 2/6 ARM (50/30 BLN)	28	12,108,210	3.10	627	86.31
LIBOR 2/6 ARM IO	169	69,766,794	17.84	650	83.46
LIBOR 3/6 ARM	53	12,255,076	3.13	628	85.86
LIBOR 3/6 ARM (40/30 BLN)	16	7,098,906	1.82	620	83.58
LIBOR 3/6 ARM (50/30 BLN)	2	1,168,296	0.30	644	70.74
LIBOR 3/6 ARM IO	21	8,085,800	2.07	642	84.51
LIBOR 5/6 ARM	3	1,057,964	0.27	700	91.96
LIBOR 5/6 ARM (50/30 BLN)	1	301,931	0.08	601	69.43
Total	1,587	$ 390,981,171	100.00	633	83.35 %

Rate Adjustment Frequency of the Mortgage Loans in Subgroup II-1

Rate Adjustment Frequency	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
6 months	911	$ 295,310,532	75.53 %	628	82.41 %
Fixed	676	95,670,638	24.47	648	86.24
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

Months to Next Rate Adjustment of the Mortgage Loans in Subgroup II-1

Months to Next Rate Adjustment	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
12 - 17	18	$ 6,809,513	1.74 %	640	83.32 %
18 - 23	797	258,533,047	66.12	627	82.15
24 - 29	2	785,550	0.20	666	84.26
30 - 35	90	27,822,528	7.12	629	84.30
54 - 59	4	1,359,895	0.35	678	86.96
Fixed	676	95,670,638	24.47	648	86.24
Total	1,587	$ 390,981,171	100.00 %	633	83.35 %

The weighted average next rate adjustment for the adjustable rate mortgage loans in Subgroup II-1 is 24 months. Months to next rate adjustment is calculated by using the first rate adjustment date for the loans still in a hybrid period and by using next rate adjustment for loans that are fully indexed.

Maximum Mortgage Rates of the Mortgage Loans in Subgroup II-1

Maximum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.500% - 10.749%	1	$ 438,761	0.11 %	562	52.89 %
10.750% - 10.999%	4	1,936,380	0.50	652	76.57
11.000% - 11.249%	5	1,571,851	0.40	658	76.80
11.250% - 11.499%	11	4,250,015	1.09	668	78.15
11.500% - 11.749%	24	9,210,642	2.36	652	81.05
11.750% - 11.999%	55	22,993,527	5.88	654	82.43
12.000% - 12.249%	26	9,121,086	2.33	655	80.89
12.250% - 12.499%	51	19,135,413	4.89	643	82.13
12.500% - 12.749%	67	22,782,590	5.83	644	81.53
12.750% - 12.999%	84	28,156,511	7.20	634	83.16
13.000% - 13.249%	46	14,500,272	3.71	643	82.76
13.250% - 13.499%	76	25,708,243	6.58	636	83.79
13.500% - 13.749%	72	21,710,698	5.55	616	82.09
13.750% - 13.999%	68	22,098,039	5.65	616	83.03
14.000% - 14.249%	38	11,706,768	2.99	613	82.22
14.250% - 14.499%	53	19,061,416	4.88	633	80.48
14.500% - 14.749%	38	12,186,252	3.12	597	81.87
14.750% - 14.999%	44	11,988,784	3.07	613	84.28
15.000% - 15.249%	28	5,939,201	1.52	592	83.39
15.250% - 15.499%	26	6,434,145	1.65	610	83.00
15.500% - 15.749%	23	6,863,906	1.76	607	85.06
15.750% - 15.999%	27	7,005,538	1.79	585	80.93
16.000% - 16.249%	6	2,090,734	0.53	554	83.19
16.250% - 16.499%	8	2,087,932	0.53	614	87.96
16.500% - 16.749%	8	2,363,461	0.60	596	87.27
16.750% - 16.999%	11	2,925,484	0.75	570	88.52
17.000% - 17.249%	2	301,739	0.08	549	81.69
17.250% - 17.499%	5	481,484	0.12	566	79.43
17.500% - 17.749%	1	51,937	0.01	531	80.00
17.750% - 17.999%	3	207,724	0.05	553	79.17
Fixed.....	676	95,670,638	24.47	648	86.24
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average maximum mortgage rate of the adjustable rate mortgage loans in Subgroup II-1 was approximately 13.489%.

Minimum Mortgage Rates of the Mortgage Loans in Subgroup II-1

Minimum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.000% - 5.249%	2	$ 516,698	0.13 %	649	97.65 %
5.250% - 5.499%	3	1,013,849	0.26	616	80.00
5.500% - 5.749%	3	714,405	0.18	586	63.35
5.750% - 5.999%	14	4,470,030	1.14	625	81.58
6.000% - 6.249%	52	22,315,132	5.71	649	81.46
6.250% - 6.499%	25	10,598,716	2.71	635	81.94
6.500% - 6.749%	29	10,522,393	2.69	642	80.94
6.750% - 6.999%	66	27,204,313	6.96	653	82.03
7.000% - 7.249%	29	10,107,858	2.59	654	81.22
7.250% - 7.499%	57	20,859,131	5.34	645	82.32
7.500% - 7.749%	74	24,973,927	6.39	641	81.86
7.750% - 7.999%	89	29,300,168	7.49	633	83.41
8.000% - 8.249%	55	16,173,150	4.14	638	82.00
8.250% - 8.499%	82	27,426,213	7.01	635	83.59
8.500% - 8.749%	69	19,376,447	4.96	611	82.41
8.750% - 8.999%	65	19,243,757	4.92	605	83.54
9.000% - 9.249%	34	10,393,298	2.66	589	82.53
9.250% - 9.499%	35	11,320,624	2.90	600	81.06
9.500% - 9.749%	29	8,716,069	2.23	588	83.68
9.750% - 9.999%	33	6,934,642	1.77	599	84.83
10.000% - 10.249%	17	3,462,093	0.89	588	87.98
10.250% - 10.499%	20	4,141,462	1.06	600	84.28
10.500% - 10.749%	10	2,430,451	0.62	573	84.32
10.750% - 10.999%	12	2,174,916	0.56	557	73.76
11.000% - 11.249%	1	191,979	0.05	556	80.00
11.250% - 11.499%	2	281,211	0.07	533	67.19
11.750% - 11.999%	3	303,638	0.08	518	70.00
12.250% - 12.499%	1	143,962	0.04	520	60.00
Fixed.....	676	95,670,638	24.47	648	86.24
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average minimum mortgage rate of the adjustable rate mortgage loans in Subgroup II-1 was approximately 7.909%.

Periodic Rate Cap of the Mortgage Loans in Subgroup II-1

Periodic Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000%.....	851	$ 271,742,067	69.50 %	629	82.32 %
1.500%.....	29	8,279,412	2.12	605	83.44
2.000%.....	31	15,289,053	3.91	620	83.49
Fixed.....	676	95,670,638	24.47	648	86.24
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average periodic rate cap of the adjustable rate mortgage loans in Subgroup II-1 was approximately 1.066%.

Initial Rate Cap of the Mortgage Loans in Subgroup II-1

Initial Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000% - 1.499%	3	$ 693,416	0.18 %	615	90.02 %
1.500% - 1.749%	17	4,383,420	1.12	606	83.45
1.750% - 1.999%	1	151,440	0.04	513	80.00
2.000% - 2.249%	736	240,265,256	61.45	628	82.20
3.000% - 3.249%	154	49,817,000	12.74	631	83.26
Fixed.....	676	95,670,638	24.47	648	86.24
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average initial rate cap of the adjustable rate mortgage loans in Subgroup II-1 was approximately 2.159%.

Gross Margin of the Mortgage Loans in Subgroup II-1

Gross Margin	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2.500% - 2.749%	2	$ 946,741	0.24 %	642	87.51 %
4.500% - 4.749%	2	230,581	0.06	617	66.77
4.750% - 4.999%	2	901,176	0.23	626	81.75
5.000% - 5.249%	4	1,636,740	0.42	626	94.12
5.250% - 5.499%	565	189,468,762	48.46	637	82.98
5.500% - 5.749%	23	7,317,467	1.87	627	82.53
5.750% - 5.999%	176	48,557,113	12.42	591	79.38
6.000% - 6.249%	58	23,545,464	6.02	645	81.72
6.250% - 6.499%	19	7,421,201	1.90	604	83.38
6.500% - 6.749%	8	2,554,640	0.65	603	87.25
6.750% - 6.999%	11	3,394,149	0.87	646	79.42
7.000% - 7.249%	7	1,644,393	0.42	628	83.25
7.250% - 7.499%	5	1,254,106	0.32	635	85.91
7.500% - 7.749%	7	1,266,031	0.32	606	87.15
7.750% - 7.999%	5	1,478,577	0.38	639	88.62
8.000% - 8.249%	6	1,426,000	0.36	613	78.27
8.250% - 8.499%	4	845,829	0.22	627	83.24
8.500% - 8.749%	2	417,744	0.11	583	89.31
8.750% - 8.999%	3	879,517	0.22	568	89.01
9.250% - 9.499%	1	67,443	0.02	543	90.00
9.750% - 9.999%	1	56,857	0.01	617	100.00
Fixed.....	676	95,670,638	24.47	648	86.24
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

As of the cut-off date, the weighted average gross margin of the adjustable rate mortgage loans in Subgroup II-1 was approximately 5.575%.

Originator of the Mortgage Loans in Subgroup II-1

Originator	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
ENCORE……	1,263	$ 320,924,575	82.08 %	634	83.09 %
OTHER……	324	70,056,596	17.92	631	84.54
Total.....	1,587	$ 390,981,171	100.00 %	633	83.35 %

Mortgage Interest Rates of the Mortgage Loans in Subgroup II-2

Mortgage Interest Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.501% - 6.000%	8	$ 2,119,191	0.80 %	660	78.07 %
6.001% - 6.500%	45	12,063,044	4.55	656	70.50
6.501% - 7.000%	137	32,976,906	12.43	648	74.87
7.001% - 7.500%	159	38,776,200	14.62	631	79.19
7.501% - 8.000%	205	48,463,491	18.27	614	80.45
8.001% - 8.500%	144	32,912,170	12.41	604	79.60
8.501% - 9.000%	197	40,364,901	15.21	597	81.15
9.001% - 9.500%	106	21,749,674	8.20	575	79.53
9.501% - 10.000%	101	18,222,157	6.87	571	79.38
10.001% - 10.500%	48	7,538,144	2.84	564	79.72
10.501% - 11.000%	50	5,794,507	2.18	561	76.62
11.001% - 11.500%	24	2,688,872	1.01	565	75.57
11.501% - 12.000%	16	1,065,106	0.40	594	85.34
12.001% - 12.500%	5	229,097	0.09	641	100.00
12.501% - 13.000%	7	334,826	0.13	636	99.47
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average mortgage interest rate of the mortgage loans in Subgroup II-2 was approximately 8.210%.

***Original Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-2**

*Original Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	3	$ 554,585	0.21 %	674	15.23 %
20.01% - 30.00%	9	915,102	0.34	616	27.10
30.01% - 40.00%	18	3,160,903	1.19	588	34.88
40.01% - 50.00%	40	7,563,044	2.85	593	45.84
50.01% - 60.00%	71	14,248,875	5.37	583	56.19
60.01% - 70.00%	137	31,200,054	11.76	593	66.43
70.01% - 80.00%	404	88,422,894	33.33	601	77.81
80.01% - 90.00%	380	88,440,374	33.34	621	87.29
90.01% - 100.00%	190	30,792,455	11.61	638	96.05
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

* Original Loan-to-Value Ratio reflects loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average original loan-to-value ratio of the mortgage loans in Subgroup II-2 was approximately 78.86%.

***Original Combined Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-2**

*Original Combined Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	3	$ 554,585	0.21 %	674	15.23 %
20.01% - 30.00%	9	915,102	0.34	616	27.10
30.01% - 40.00%	18	3,160,903	1.19	588	34.88
40.01% - 50.00%	40	7,563,044	2.85	593	45.84
50.01% - 60.00%	71	14,248,875	5.37	583	56.19
60.01% - 70.00%	137	31,200,054	11.76	593	66.43
70.01% - 80.00%	331	71,704,447	27.03	591	77.32
80.01% - 90.00%	379	88,516,763	33.36	621	87.27
90.01% - 100.00%	264	47,434,513	17.88	641	90.42
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

* Original Combined Loan-to-Value Ratio reflects combined loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average combined original loan-to-value ratio of the mortgage loans in Subgroup II-2 was approximately 80.11%.

Original Principal Balances of the Mortgage Loans as of the cut-off date in Subgroup II-2

Original Principal Balance	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
$0 - $50,000	42	$ 1,572,964	0.59 %	636	94.04 %
$50,001 - $100,000	147	11,072,022	4.17	603	80.08
$100,001 - $150,000	203	25,551,566	9.63	595	75.90
$150,001 - $200,000	239	42,057,068	15.85	608	77.94
$200,001 - $250,000	187	41,809,202	15.76	604	78.04
$250,001 - $300,000	161	44,141,966	16.64	613	78.16
$300,001 - $350,000	126	40,614,835	15.31	615	79.68
$350,001 - $400,000	100	37,452,003	14.12	612	80.55
$400,001 - $450,000	30	12,481,035	4.70	615	81.56
$450,001 - $500,000	7	3,335,001	1.26	656	74.72
$500,001 - $550,000	10	5,210,625	1.96	634	83.75
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the average original principal balance of the mortgage loans in Subgroup II-2 was approximately $212,048.

Credit Score for the Mortgage Loans in Subgroup II-2

Credit Score Range	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
500 - 519	64	$ 12,305,396	4.64 %	510	69.51 %
520 - 539	108	21,256,425	8.01	530	73.43
540 - 559	115	24,679,954	9.30	550	73.41
560 - 579	101	19,900,342	7.50	569	74.25
580 - 599	129	27,725,004	10.45	589	79.70
600 - 619	164	35,087,000	13.23	609	80.48
620 - 639	214	47,202,809	17.79	629	82.02
640 - 659	139	28,050,689	10.57	648	81.97
660 - 679	106	23,774,178	8.96	668	82.97
680 - 699	62	12,807,132	4.83	689	80.77
700 - 719	20	5,270,423	1.99	708	85.66
720 - 739	17	3,508,880	1.32	730	78.64
740 - 759	9	2,712,333	1.02	753	74.38
760 - 779	2	591,028	0.22	770	76.21
780 - 799	2	426,695	0.16	787	70.65
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average credit score of the mortgage loans in Subgroup II-2 was approximately 610.

Geographic Distribution of the Mortgaged Properties in Subgroup II-2*

State	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Alabama	4	$ 475,770	0.18 %	537	82.51 %
Arizona	34	7,785,921	2.93	613	83.78
California	239	66,289,418	24.99	618	75.30
Colorado	11	1,774,980	0.67	611	85.60
Connecticut	11	2,011,474	0.76	595	75.52
Delaware	6	991,552	0.37	609	79.30
District of Columbia	8	1,730,310	0.65	604	66.80
Florida	165	32,647,520	12.31	605	78.00
Georgia	31	4,388,245	1.65	611	83.61
Hawaii	3	894,736	0.34	605	55.06
Idaho	5	650,861	0.25	582	77.02
Illinois	175	35,148,303	13.25	622	82.80
Indiana	25	2,320,723	0.87	613	89.10
Iowa	3	275,757	0.10	624	93.97
Kansas	4	273,654	0.10	565	79.74
Kentucky	5	545,139	0.21	645	84.68
Louisiana	1	206,877	0.08	559	90.00
Maine	1	283,851	0.11	538	80.00
Maryland	71	15,561,810	5.87	604	81.29
Massachusetts	19	4,872,913	1.84	599	78.11
Michigan	16	2,382,202	0.90	586	83.43
Minnesota	17	2,785,985	1.05	632	85.93
Mississippi	6	698,078	0.26	611	84.69
Missouri	14	1,441,337	0.54	602	89.57
Nevada	21	4,569,089	1.72	616	82.63
New Hampshire	4	688,732	0.26	608	77.28
New Jersey	47	12,112,928	4.57	590	76.03
New Mexico	10	1,729,891	0.65	605	82.26
New York	91	25,188,606	9.49	607	75.05
North Carolina	18	2,768,740	1.04	588	82.95
Ohio	3	402,218	0.15	641	94.24
Oklahoma	9	815,899	0.31	599	82.17
Oregon	13	3,314,910	1.25	593	79.54
Pennsylvania	34	4,956,288	1.87	590	79.89
Rhode Island	6	1,013,670	0.38	598	79.55
South Carolina	5	910,858	0.34	565	73.53
South Dakota	1	237,653	0.09	651	85.00
Tennessee	6	853,914	0.32	573	83.61
Texas	22	2,575,264	0.97	633	75.97
Utah	8	1,133,010	0.43	598	85.97
Virginia	53	10,232,675	3.86	605	82.17
Washington	17	3,732,944	1.41	615	82.20
West Virginia	5	923,422	0.35	591	82.84
Wisconsin	4	615,730	0.23	658	96.60
Wyoming	1	84,431	0.03	549	100.00
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

*No more than approximately 0.96% of the mortgage loans in Subgroup II-2 by principal balance of the related mortgage loans as of the cut-off date will be secured by properties located in any one zip code area.

Property Types of Mortgaged Properties in Subgroup II-2

Property Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2-4 Family	103	$ 31,022,935	11.69 %	626	75.89 %
Condominium	59	10,957,189	4.13	616	80.86
PUD	129	28,391,368	10.70	606	80.81
Single Family	958	194,617,452	73.36	608	78.94
Townhouse	3	309,342	0.12	679	78.84
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

Occupancy Status of Mortgaged Properties in Subgroup II-2*

Occupancy Status	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Investor	67	$ 13,782,803	5.20 %	635	78.53 %
Owner Occupied	1,180	250,666,268	94.48	609	78.90
Second Home	5	849,216	0.32	585	72.75
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

*Based upon representation of the related mortgagors at the time of origination.

Original Term of the Mortgage Loans in Subgroup II-2

Original Term	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
120 - 179 months	2	$ 174,775	0.07 %	582	71.68 %
180 - 239 months	42	3,177,923	1.20	644	80.31
240 - 359 months	8	826,416	0.31	675	58.91
360 months	1,200	261,119,173	98.42	609	78.91
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average stated original term to scheduled maturity of the mortgage loans in Subgroup II-2 was approximately 357 months.

Remaining Term to Stated Maturity for the Mortgage Loans in Subgroup II-2

Remaining Term to Stated Maturity	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
61 - 120 months	2	$ 174,775	0.07 %	582	71.68 %
121 - 180 months	42	3,177,923	1.20	644	80.31
181 - 240 months	6	537,243	0.20	685	57.74
241 - 300 months	2	289,172	0.11	655	61.10
301 - 360 months	1,200	261,119,173	98.42	609	78.91
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average stated remaining months to scheduled maturity of the mortgage loans in Subgroup II-2 was approximately 356 months.

Loan Purpose for the Mortgage Loans in Subgroup II-2

Loan Purpose	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Cash-Out Refinance	993	$ 218,010,427	82.18 %	607	78.23 %
Purchase	37	3,861,117	1.46	621	88.54
Rate/Term Refinance	222	43,426,743	16.37	625	81.17
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

Documentation Type of the Mortgage Loans in Subgroup II-2

Documentation Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Full/Alternative	770	$ 150,504,049	56.73 %	604	79.33 %
Lite	7	1,498,237	0.56	595	80.60
Stated Income	475	113,296,000	42.71	618	78.21
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

Product Type of the Mortgage Loans in Subgroup II-2

Product Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
BALLOON (30/15 BLN).....	30	1,462,657	0.55 %	650	98.48 %
BALLOON (40/30 BLN).....	49	11,367,741	4.28	621	74.53
BALLOON (50/30 BLN).....	25	6,764,912	2.55	662	79.40
FIXED.....	287	48,447,454	18.26	631	76.36
FIXED IO.....	24	6,822,776	2.57	648	82.64
LIBOR 2/6 ARM DUAL AMORT.....	24	7,874,340	2.97	590	76.73
LIBOR 2/6 ARM.....	321	60,612,068	22.85	588	79.08
LIBOR 2/6 ARM (40/30 BLN).....	258	65,434,196	24.66	589	78.60
LIBOR 2/6 ARM (50/30 BLN).....	40	10,052,349	3.79	620	80.02
LIBOR 2/6 ARM IO.....	91	23,472,023	8.85	641	82.38
LIBOR 3/6 ARM.....	49	9,981,384	3.76	621	82.68
LIBOR 3/6 ARM (40/30 BLN).....	21	4,387,690	1.65	587	74.97
LIBOR 3/6 ARM (50/30 BLN).....	5	1,110,172	0.42	614	79.70
LIBOR 3/6 ARM IO.....	20	4,999,313	1.88	633	83.79
LIBOR 5/6 ARM.....	4	1,097,198	0.41	643	85.55
LIBOR 5/6 ARM (40/30 BLN).....	1	379,755	0.14	595	80.00
LIBOR 5/6 ARM (50/30 BLN).....	2	662,257	0.25	647	50.60
LIBOR 5/6 ARM IO.....	1	370,000	0.14	632	87.06
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

Rate Adjustment Frequency of the Mortgage Loans in Subgroup II-2

Rate Adjustment Frequency	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
6 months.....	837	$ 190,432,746	71.78 %	600	79.45 %
Fixed.....	415	74,865,540	28.22	634	77.36
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

Months to Next Rate Adjustment of the Mortgage Loans in Subgroup II-2

Months to Next Rate Adjustment	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
12 - 17.....	6	$ 1,238,015	0.47 %	568	70.26 %
18 - 23.....	728	166,206,961	62.65	598	79.37
30 - 35.....	95	20,478,559	7.72	616	81.14
54 - 59.....	8	2,509,210	0.95	635	75.71
Fixed.....	415	74,865,540	28.22	634	77.36
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

The weighted average next rate adjustment for the adjustable rate mortgage loans in Subgroup II-2 is 24 months. Months to next rate adjustment is calculated by using the first rate adjustment date for the loans still in a hybrid period and by using next rate adjustment for loans that are fully indexed.

Maximum Mortgage Rates of the Mortgage Loans in Subgroup II-2

Maximum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.750% - 10.999%	8	$ 2,119,191	0.80 %	660	78.07 %
11.000% - 11.249%	8	2,080,056	0.78	637	69.71
11.250% - 11.499%	13	3,418,592	1.29	628	74.55
11.500% - 11.749%	19	4,406,188	1.66	654	77.99
11.750% - 11.999%	38	10,057,418	3.79	635	77.82
12.000% - 12.249%	25	6,061,350	2.28	623	81.65
12.250% - 12.499%	51	13,298,209	5.01	627	79.83
12.500% - 12.749%	42	10,132,344	3.82	628	79.36
12.750% - 12.999%	83	20,880,234	7.87	604	79.41
13.000% - 13.249%	40	9,674,479	3.65	601	78.20
13.250% - 13.499%	49	12,806,395	4.83	609	82.61
13.500% - 13.749%	60	13,772,834	5.19	596	81.55
13.750% - 13.999%	81	18,358,195	6.92	599	82.02
14.000% - 14.249%	40	8,069,808	3.04	583	77.34
14.250% - 14.499%	47	11,080,521	4.18	582	80.84
14.500% - 14.749%	30	6,141,293	2.31	562	77.86
14.750% - 14.999%	61	12,342,808	4.65	586	79.22
15.000% - 15.249%	19	3,764,267	1.42	572	76.89
15.250% - 15.499%	22	4,458,106	1.68	579	82.19
15.500% - 15.749%	25	5,009,231	1.89	560	78.53
15.750% - 15.999%	21	3,880,631	1.46	571	77.86
16.000% - 16.249%	11	1,718,719	0.65	568	77.22
16.250% - 16.499%	10	1,696,303	0.64	534	66.42
16.500% - 16.749%	12	1,758,617	0.66	564	73.57
16.750% - 16.999%	12	2,237,400	0.84	543	78.14
17.000% - 17.249%	1	78,617	0.03	507	89.94
17.250% - 17.499%	1	52,804	0.02	530	90.00
17.500% - 17.749%	2	165,070	0.06	537	92.33
17.750% - 17.999%	3	350,072	0.13	530	79.37
18.250% - 18.449%	2	443,066	0.17	519	78.21
19.000% - 19.249%	1	119,931	0.05	557	80.00
Fixed.....	415	74,865,540	28.22	634	77.36
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average maximum mortgage rate of the adjustable rate mortgage loans in Subgroup II-2 was approximately 13.589%.

Minimum Mortgage Rates of the Mortgage Loans in Subgroup II-2

Minimum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.000% - 5.249%	1	$ 100,000	0.04 %	629	64.94 %
5.250% - 5.499%	3	515,104	0.19	519	74.49
5.500% - 5.749%	7	1,043,460	0.39	595	76.15
5.750% - 5.999%	11	2,747,167	1.04	638	77.98
6.000% - 6.249%	37	9,370,839	3.53	605	79.13
6.250% - 6.499%	25	7,189,294	2.71	597	75.91
6.500% - 6.749%	23	5,468,585	2.06	639	77.12
6.750% - 6.999%	46	12,288,012	4.63	627	78.33
7.000% - 7.249%	32	7,300,212	2.75	623	81.82
7.250% - 7.499%	59	14,847,315	5.60	623	79.53
7.500% - 7.749%	46	11,041,386	4.16	623	78.79
7.750% - 7.999%	94	22,666,698	8.54	605	79.56
8.000% - 8.249%	41	9,507,654	3.58	597	79.01
8.250% - 8.499%	51	12,781,315	4.82	608	82.96
8.500% - 8.749%	63	14,028,611	5.29	598	82.19
8.750% - 8.999%	79	17,158,962	6.47	598	81.94
9.000% - 9.249%	33	6,863,673	2.59	574	77.21
9.250% - 9.499%	43	9,848,771	3.71	575	80.43
9.500% - 9.749%	33	6,032,499	2.27	555	79.11
9.750% - 9.999%	43	8,308,284	3.13	570	79.66
10.000% - 10.249%	12	2,056,937	0.78	557	76.18
10.250% - 10.499%	14	2,961,736	1.12	572	80.00
10.500% - 10.749%	14	2,605,488	0.98	552	71.83
10.750% - 10.999%	13	1,667,486	0.63	546	70.62
11.000% - 11.249%	4	850,379	0.32	571	71.94
11.250% - 11.499%	6	684,004	0.26	534	60.37
11.500% - 11.749%	1	82,149	0.03	539	60.00
11.750% - 11.999%	2	296,793	0.11	551	71.00
12.000% - 12.249%	1	119,931	0.05	557	80.00
Fixed.....	415	74,865,540	28.22	634	77.36
Total.....	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average minimum mortgage rate of the adjustable rate mortgage loans in Subgroup II-2 was approximately 8.117%.

Periodic Rate Cap of the Mortgage Loans in Subgroup II-2

Periodic Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000%	801	$ 182,294,709	68.71 %	601	79.52 %
1.500%	14	2,360,246	0.89	565	78.38
2.000%	22	5,777,791	2.18	584	77.71
Fixed	415	74,865,540	28.22	634	77.36
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average periodic rate cap of the adjustable rate mortgage loans in Subgroup II-2 was approximately 1.037%.

Initial Rate Cap of the Mortgage Loans in Subgroup II-2

Initial Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000% - 1.449%	1	$ 283,851	0.11 %	538	80.00 %
1.500% - 1.749%	13	2,041,142	0.77	568	78.13
2.000% - 2.249%	681	158,919,683	59.90	603	79.28
3.000% - 3.249%	142	29,188,069	11.00	590	80.46
Fixed	415	74,865,540	28.22	634	77.36
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average initial rate cap of the adjustable rate mortgage loans in Subgroup II-2 was approximately 2.146%.

Gross Margin of the Mortgage Loans in Subgroup II-2

Gross Margin	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2.500% - 2.749%	2	$ 423,991	0.16 %	573	82.93 %
4.500% - 4.749%	1	50,339	0.02	625	90.00
4.750% - 4.999%	3	619,641	0.23	598	87.32
5.000% - 5.249%	8	1,276,725	0.48	626	83.18
5.250% - 5.499%	432	101,361,994	38.21	616	81.66
5.500% - 5.749%	57	11,327,325	4.27	614	82.79
5.750% - 5.999%	227	51,857,851	19.55	574	73.71
6.000% - 6.249%	40	9,201,847	3.47	588	81.78
6.250% - 6.499%	18	4,634,762	1.75	572	78.94
6.500% - 6.749%	8	1,594,489	0.60	574	77.86
6.750% - 6.999%	13	3,060,140	1.15	589	81.12
7.000% - 7.249%	5	746,994	0.28	613	82.86
7.250% - 7.499%	8	1,684,963	0.64	568	77.41
7.500% - 7.749%	8	1,212,678	0.46	572	78.48
7.750% - 7.999%	7	1,379,006	0.52	609	83.26
Fixed	415	74,865,540	28.22	634	77.36
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

As of the cut-off date, the weighted average gross margin of the adjustable rate mortgage loans in Subgroup II-2 was approximately 5.624%.

Originator of the Mortgage Loans in Subgroup II-2

Originator	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
ENCORE	1,003	$ 221,203,546	83.38 %	612	78.74 %
OTHER	249	44,094,740	16.62	598	79.45
Total	1,252	$ 265,298,286	100.00 %	610	78.86 %

Mortgage Interest Rates of the Mortgage Loans in Subgroup II-3

Mortgage Interest Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.501% - 6.000%	4	$ 1,118,300	0.64 %	683	76.06 %
6.001% - 6.500%	35	9,042,357	5.20	648	74.88
6.501% - 7.000%	95	23,349,405	13.44	644	78.03
7.001% - 7.500%	99	24,030,410	13.83	629	79.68
7.501% - 8.000%	133	32,761,037	18.86	622	82.20
8.001% - 8.500%	89	17,709,283	10.19	600	79.49
8.501% - 9.000%	124	24,108,885	13.88	596	80.41
9.001% - 9.500%	93	17,343,668	9.98	587	81.52
9.501% - 10.000%	65	12,113,366	6.97	572	83.28
10.001% - 10.500%	42	7,197,535	4.14	559	82.36
10.501% - 11.000%	19	2,961,504	1.70	581	80.64
11.001% - 11.500%	5	461,935	0.27	576	81.31
11.501% - 12.000%	10	1,420,490	0.82	538	75.12
12.001% - 12.500%	1	127,799	0.07	524	60.90
Total.....	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average mortgage interest rate of the mortgage loans in Subgroup II-3 was approximately 8.197%.

***Original Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-3**

*Original Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
20.01% - 30.00%.....	1	$ 79,960	0.05 %	592	23.53 %
30.01% - 40.00%.....	7	1,102,128	0.63	608	35.05
40.01% - 50.00%.....	19	3,486,361	2.01	626	46.57
50.01% - 60.00%.....	34	6,413,978	3.69	577	57.12
60.01% - 70.00%.....	103	22,126,280	12.73	583	67.11
70.01% - 80.00%.....	256	56,079,292	32.28	610	78.07
80.01% - 90.00%.....	303	65,176,171	37.51	613	87.00
90.01% - 100.00%.....	91	19,281,804	11.10	645	95.51
Total.....	814	$ 173,745,974	100.00 %	611	80.26 %

* Original Loan-to-Value Ratio reflects loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average original loan-to-value ratio of the mortgage loans in Subgroup II-3 was approximately 80.26%.

***Original Combined Loan-to-Value Ratio of the Mortgage Loans in Subgroup II-3**

*Original Combined Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
20.01% - 30.00%.....	1	$ 79,960	0.05 %	592	23.53 %
30.01% - 40.00%.....	7	1,102,128	0.63	608	35.05
40.01% - 50.00%.....	19	3,486,361	2.01	626	46.57
50.01% - 60.00%.....	32	6,189,664	3.56	577	57.18
60.01% - 70.00%.....	102	21,966,387	12.64	583	66.98
70.01% - 80.00%.....	192	42,819,389	24.64	597	77.53
80.01% - 90.00%.....	292	63,895,241	36.78	614	86.90
90.01% - 100.00%.....	169	34,206,845	19.69	644	88.98
Total.....	814	$ 173,745,974	100.00 %	611	80.26 %

* Original Combined Loan-to-Value Ratio reflects combined loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average combined original loan-to-value ratio of the mortgage loans in Subgroup II-3 was approximately 81.91%.

Original Principal Balances of the Mortgage Loans as of the cut-off date in Subgroup II-3

Original Principal Balance	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
$0 - $50,000	3	$ 149,847	0.09 %	639	63.55 %
$50,001 - $100,000	97	7,764,162	4.47	591	78.57
$100,001 - $150,000	146	18,139,355	10.44	603	81.05
$150,001 - $200,000	171	30,168,975	17.36	606	78.43
$200,001 - $250,000	130	29,109,691	16.75	613	80.45
$250,001 - $300,000	107	29,652,151	17.07	615	80.08
$300,001 - $350,000	69	22,301,696	12.84	604	79.81
$350,001 - $400,000	58	21,956,021	12.64	608	82.17
$400,001 - $450,000	24	9,909,032	5.70	637	81.88
$450,001 - $500,000	5	2,364,191	1.36	627	83.23
$500,001 - $550,000	2	1,038,366	0.60	675	80.00
$550,001 - $560,000	1	567,578	0.33	722	78.02
$600,001 - $650,000	1	624,910	0.36	612	83.89
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the average original principal balance of the mortgage loans in Subgroup II-3 was approximately $213,640.

Credit Score for the Mortgage Loans in Subgroup II-3

Credit Score Range	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
500 - 519	41	$ 8,061,970	4.64 %	510	69.05 %
520 - 539	60	12,288,317	7.07	530	74.17
540 - 559	80	15,061,516	8.67	551	77.57
560 - 579	65	14,571,876	8.39	570	79.96
580 - 599	113	21,686,709	12.48	589	80.64
600 - 619	125	25,863,782	14.89	609	80.66
620 - 639	117	27,049,281	15.57	630	84.15
640 - 659	79	18,647,592	10.73	648	82.79
660 - 679	64	14,230,152	8.19	669	79.74
680 - 699	25	5,735,193	3.30	691	82.76
700 - 719	18	4,339,959	2.50	709	87.85
720 - 739	14	3,663,421	2.11	728	79.46
740 - 759	4	986,247	0.57	754	91.27
760 - 779	3	398,097	0.23	767	79.09
780 - 799	5	819,507	0.47	785	82.49
800 - 819	1	342,356	0.20	813	48.93
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average credit score of the mortgage loans in Subgroup II-3 was approximately 611.

Geographic Distribution of the Mortgaged Properties in Subgroup II-3*

State	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Alabama	5	$ 697,742	0.40 %	586	78.79 %
Arizona	13	2,744,664	1.58	611	79.75
Arkansas	4	438,439	0.25	602	82.30
California	152	46,657,197	26.85	618	76.84
Colorado	4	934,886	0.54	625	88.92
Connecticut	12	2,328,190	1.34	609	77.96
District of Columbia	5	1,187,301	0.68	619	71.56
Florida	101	21,068,890	12.13	603	79.43
Georgia	29	4,482,051	2.58	615	83.39
Hawaii	1	97,655	0.06	550	57.97
Idaho	3	533,878	0.31	640	86.77
Illinois	115	24,460,952	14.08	618	83.14
Indiana	6	694,424	0.40	589	89.86
Iowa	3	333,295	0.19	682	96.31
Kansas	4	623,447	0.36	558	88.49
Kentucky	3	593,237	0.34	626	81.72
Louisiana	5	964,862	0.56	596	85.10
Maine	2	352,780	0.20	532	73.91
Maryland	50	11,035,132	6.35	604	80.94
Massachusetts	7	2,267,309	1.30	648	78.41
Michigan	32	4,046,588	2.33	586	82.33
Minnesota	4	755,873	0.44	593	74.91
Mississippi	6	684,798	0.39	606	86.05
Missouri	15	1,745,812	1.00	625	91.53
Nebraska	2	244,008	0.14	558	84.40
Nevada	15	4,170,717	2.40	605	84.85
New Hampshire	3	537,391	0.31	591	81.91
New Jersey	33	7,174,277	4.13	592	79.87
New Mexico	6	570,476	0.33	628	83.03
New York	36	7,873,300	4.53	592	74.30
North Carolina	8	1,461,356	0.84	629	88.46
Ohio	6	793,115	0.46	599	89.14
Oklahoma	3	478,165	0.28	626	87.88
Oregon	9	1,994,351	1.15	637	82.10
Pennsylvania	25	3,169,655	1.82	576	81.75
Rhode Island	4	870,610	0.50	621	77.47
South Carolina	8	1,062,359	0.61	608	83.70
Tennessee	9	1,212,318	0.70	630	87.78
Texas	11	1,366,187	0.79	602	80.81
Utah	1	398,952	0.23	503	70.00
Virginia	33	6,211,654	3.58	617	83.40
Washington	12	2,585,723	1.49	647	82.80
West Virginia	4	974,925	0.56	576	83.78
Wisconsin	5	867,035	0.50	615	88.79
Total	814	$ 173,745,974	100.00 %	611	80.26 %

*No more than approximately 1.20% of mortgage loans in Subgroup II-3 by principal balance of the related mortgage loans as of the cut-off date will be secured by properties located in any one zip code area.

Property Types of Mortgaged Properties in Subgroup II-3

Property Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2-4 Family	55	$ 16,383,741	9.43 %	628	78.36 %
Condominium	40	8,087,180	4.65	621	77.24
PUD	74	17,442,080	10.04	611	81.30
Single Family	645	131,832,973	75.88	608	80.54
Total	814	$ 173,745,974	100.00 %	611	80.26 %

Occupancy Status of Mortgaged Properties in Subgroup II-3*

Occupancy Status	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Investor	62	$ 12,982,421	7.47 %	650	81.63 %
Owner Occupied	742	158,419,752	91.18	607	80.14
Second Home	10	2,343,802	1.35	653	80.26
Total	814	$ 173,745,974	100.00 %	611	80.26 %

*Based upon representation of the related mortgagors at the time of origination.

Original Term of the Mortgage Loans in Subgroup II-3

Original Term	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
180 - 239 months	5	$ 814,961	0.47 %	596	71.43 %
240 - 359 months	4	493,597	0.28	630	65.39
360 months	805	172,437,416	99.25	611	80.34
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average stated original term to scheduled maturity of the mortgage loans in Subgroup II-3 was approximately 359 months.

Remaining Term to Stated Maturity for the Mortgage Loans in Subgroup II-3

Remaining Term to Stated Maturity	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
121 - 180 months	5	$ 814,961	0.47 %	596	71.43 %
181 - 240 months	2	200,273	0.12	623	76.57
241 - 300 months	2	293,323	0.17	635	57.76
301 - 360 months	805	172,437,416	99.25	611	80.34
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average stated remaining months to scheduled maturity of the mortgage loans in Subgroup II-3 was approximately 357 months.

Loan Purpose for the Mortgage Loans in Subgroup II-3

Loan Purpose	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Cash-Out Refinance	628	$ 139,419,561	80.24 %	608	79.94 %
Purchase	74	10,855,541	6.25	628	85.26
Rate/Term Refinance	112	23,470,872	13.51	620	79.84
Total	814	$ 173,745,974	100.00 %	611	80.26 %

Documentation Type of the Mortgage Loans in Subgroup II-3

Documentation Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Full/Alternative	500	$ 98,791,641	56.86 %	603	81.13 %
Lite	9	2,615,381	1.51	624	80.54
Stated Income	305	72,338,953	41.63	620	79.06
Total	814	$ 173,745,974	100.00 %	611	80.26 %

Product Type of the Mortgage Loans in Subgroup II-3

Product Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
BALLOON (40/30 BLN)	42	10,788,519	6.21 %	632	80.28 %
BALLOON (50/30 BLN)	18	4,453,048	2.56	629	77.67
FIXED	130	23,498,262	13.52	622	78.53
FIXED IO	14	4,040,875	2.33	653	76.98
LIBOR 2/6 ARM DUAL AMORT	20	5,421,460	3.12	608	82.10
LIBOR 2/6 ARM	225	42,632,205	24.54	591	79.66
LIBOR 2/6 ARM (40/30 BLN)	182	46,201,079	26.59	606	80.41
LIBOR 2/6 ARM (50/30 BLN)	29	7,393,619	4.26	620	81.88
LIBOR 2/6 ARM IO	55	15,011,434	8.64	648	82.52
LIBOR 3/6 ARM	55	7,119,833	4.10	588	80.40
LIBOR 3/6 ARM (40/30 BLN)	22	3,514,121	2.02	574	81.75
LIBOR 3/6 ARM IO	22	3,671,519	2.11	603	85.97
Total	814	$ 173,745,974	100.00 %	611	80.26 %

Rate Adjustment Frequency of the Mortgage Loans in Subgroup II-3

Rate Adjustment Frequency	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
6 months	610	$ 130,965,270	75.38 %	605	80.75 %
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

Months to Next Rate Adjustment of the Mortgage Loans in Subgroup II-3

Months to Next Rate Adjustment	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
12 - 17	32	$ 7,291,142	4.20 %	616	82.69 %
18 - 23	479	109,368,655	62.95	606	80.44
30 - 35	99	14,305,473	8.23	589	82.16
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

The weighted average next rate adjustment for the adjustable rate mortgage loans in Subgroup II-3 is 23 months . Months to next rate adjustment is calculated by using the first rate adjustment date for the loans still in a hybrid period and by using next rate adjustment for loans that are fully indexed.

Maximum Mortgage Rates of the Mortgage Loans in Subgroup II-3

Maximum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.750% - 10.999%	3	$ 907,500	0.52 %	657	73.98 %
11.000% - 11.249%	2	546,624	0.31	712	81.93
11.250% - 11.499%	9	2,633,825	1.52	627	75.01
11.500% - 11.749%	18	4,826,774	2.78	660	82.00
11.750% - 11.999%	31	8,434,002	4.85	633	79.49
12.000% - 12.249%	19	4,397,535	2.53	630	81.71
12.250% - 12.499%	32	7,975,889	4.59	616	78.63
12.500% - 12.749%	47	12,119,532	6.98	624	82.27
12.750% - 12.999%	53	13,953,439	8.03	625	82.82
13.000% - 13.249%	19	3,504,130	2.02	606	79.21
13.250% - 13.499%	31	6,646,721	3.83	587	80.95
13.500% - 13.749%	43	9,757,737	5.62	601	79.64
13.750% - 13.999%	47	10,076,899	5.80	593	79.28
14.000% - 14.249%	25	5,177,876	2.98	597	81.39
14.250% - 14.499%	34	6,759,760	3.89	582	79.86
14.500% - 14.749%	24	5,555,501	3.20	581	84.10
14.750% - 14.999%	29	5,389,782	3.10	585	78.35
15.000% - 15.249%	12	2,337,397	1.35	574	77.93
15.250% - 15.499%	17	3,051,012	1.76	562	81.09
15.500% - 15.749%	16	2,300,310	1.32	578	76.81
15.750% - 15.999%	24	4,118,944	2.37	582	82.64
16.000% - 16.249%	10	1,159,691	0.67	598	80.21
16.250% - 16.499%	9	1,219,783	0.70	588	85.93
16.500% - 16.749%	11	1,666,058	0.96	543	75.89
16.750% - 16.999%	18	2,490,144	1.43	563	81.31
17.000% - 17.249%	13	2,116,433	1.22	588	92.16
17.250% - 17.499%	5	733,630	0.42	525	72.75
17.500% - 17.749%	4	386,784	0.22	559	87.08
17.750% - 17.999%	3	504,704	0.29	649	82.10
18.000% - 18.249%	2	216,855	0.12	612	100.00
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average maximum mortgage rate of the adjustable rate mortgage loans in Subgroup II-3 was approximately 13.644%.

Minimum Mortgage Rates of the Mortgage Loans in Subgroup II-3

Minimum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
4.500% - 4.749%	1	$ 123,208	0.07 %	689	95.00 %
4.750% - 4.999%	2	430,524	0.25	564	88.47
5.000% - 5.249%	6	1,012,011	0.58	607	79.21
5.250% - 5.499%	6	863,313	0.50	599	78.28
5.500% - 5.749%	10	1,488,568	0.86	616	82.44
5.750% - 5.999%	28	4,294,255	2.47	601	82.50
6.000% - 6.249%	24	4,034,675	2.32	607	82.51
6.250% - 6.499%	20	4,355,042	2.51	606	79.17
6.500% - 6.749%	32	6,593,152	3.79	636	81.60
6.750% - 6.999%	37	9,091,499	5.23	629	78.42
7.000% - 7.249%	19	4,397,535	2.53	630	81.71
7.250% - 7.499%	32	7,975,889	4.59	616	78.63
7.500% - 7.749%	47	12,119,532	6.98	624	82.27
7.750% - 7.999%	53	13,955,673	8.03	624	82.98
8.000% - 8.249%	19	3,504,130	2.02	606	79.21
8.250% - 8.499%	31	6,646,721	3.83	587	80.95
8.500% - 8.749%	43	9,757,737	5.62	601	79.64
8.750% - 8.999%	48	10,126,841	5.83	594	79.29
9.000% - 9.249%	23	4,838,263	2.78	592	82.00
9.250% - 9.499%	35	6,825,372	3.93	583	79.91
9.500% - 9.749%	23	5,432,294	3.13	579	83.86
9.750% - 9.999%	26	4,815,507	2.77	577	80.63
10.000% - 10.249%	8	1,742,460	1.00	561	76.76
10.250% - 10.499%	10	2,183,318	1.26	545	82.42
10.500% - 10.749%	6	1,058,883	0.61	547	71.50
10.750% - 10.999%	9	1,666,510	0.96	591	85.10
11.000% - 11.249%	1	54,002	0.03	589	70.00
11.250% - 11.499%	2	220,382	0.13	544	70.00
11.500% - 11.749%	2	393,953	0.23	525	69.55
11.750% - 11.999%	6	836,224	0.48	546	76.33
12.250% - 12.499%	1	127,799	0.07	524	60.90
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average minimum mortgage rate of the adjustable rate mortgage loans in Subgroup II-3 was approximately 8.035%.

Periodic Rate Cap of the Mortgage Loans in Subgroup II-3

Periodic Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000%	510	$ 116,411,636	67.00 %	607	80.57 %
1.500%	100	14,553,634	8.38	587	82.21
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average periodic rate cap of the adjustable rate mortgage loans in Subgroup II-3 was approximately 1.056%.

Initial Rate Cap of the Mortgage Loans in Subgroup II-3

Initial Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000% - 1.449%	2	$ 327,178	0.19 %	568	77.39 %
1.500% - 1.749%	95	13,472,387	7.75	587	82.01
2.000% - 2.249%	500	115,131,873	66.26	607	80.53
3.000% - 3.249%	13	2,033,833	1.17	621	85.50
Fixed	204	42,780,704	24.62	628	78.74
Total	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average initial rate cap of the adjustable rate mortgage loans in Subgroup II-3 was approximately 1.962%.

Gross Margin of the Mortgage Loans in Subgroup II-3

Gross Margin	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2.500% - 2.749%	4	$ 1,119,311	0.64 %	595	79.21 %
3.750% - 3.999%	1	94,810	0.05	549	66.90
4.250% - 4.499%	1	50,251	0.03	512	70.00
4.500% - 4.749%	1	123,208	0.07	689	95.00
4.750% - 4.999%	2	430,524	0.25	564	88.47
5.000% - 5.249%	7	1,262,103	0.73	594	77.29
5.250% - 5.499%	328	76,171,634	43.84	618	81.42
5.500% - 5.749%	47	10,284,596	5.92	611	83.64
5.750% - 5.999%	162	33,393,586	19.22	580	78.19
6.000% - 6.249%	22	3,488,051	2.01	591	82.60
6.250% - 6.499%	11	1,721,216	0.99	574	85.54
6.500% - 6.749%	15	1,831,990	1.05	574	80.68
6.750% - 6.999%	6	657,497	0.38	582	64.81
7.000% - 7.249%	1	120,490	0.07	538	90.00
7.250% - 7.499%	1	101,860	0.06	653	86.44
7.750% - 7.999%	1	114,143	0.07	599	100.00
Fixed.....	204	42,780,704	24.62	628	78.74
Total.....	814	$ 173,745,974	100.00 %	611	80.26 %

As of the cut-off date, the weighted average gross margin of the adjustable rate mortgage loans in Subgroup II-3 was approximately 5.512%.

Originator of the Mortgage Loans in Subgroup II-3

Originator	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
ENCORE.....	698	$ 157,018,867	90.37 %	612	79.97 %
OTHER.....	116	16,727,107	9.63	596	82.97
Total.....	814	$ 173,745,974	100.00 %	611	80.26 %

Mortgage Interest Rates of the Mortgage Loans in Loan Group II

Mortgage Interest Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
5.501% - 6.000%	17	$ 5,612,632	0.68 %	654	75.18 %
6.001% - 6.500%	118	33,990,640	4.10	659	74.15
6.501% - 7.000%	372	110,484,296	13.31	652	78.63
7.001% - 7.500%	406	111,768,855	13.47	636	80.24
7.501% - 8.000%	553	147,692,200	17.79	627	81.52
8.001% - 8.500%	422	111,194,760	13.40	622	81.04
8.501% - 9.000%	499	114,991,194	13.85	604	81.84
9.001% - 9.500%	305	68,009,443	8.19	588	81.73
9.501% - 10.000%	277	52,865,596	6.37	583	82.97
10.001% - 10.500%	167	25,473,525	3.07	582	84.12
10.501% - 11.000%	167	20,266,580	2.44	596	85.17
11.001% - 11.500%	122	10,741,003	1.29	622	90.42
11.501% - 12.000%	128	10,473,084	1.26	628	92.82
12.001% - 12.500%	65	4,467,029	0.54	628	97.49
12.501% - 13.000%	29	1,760,810	0.21	634	99.90
13.001% - 13.500%	3	130,122	0.02	602	94.39
13.501% - 14.000%	2	75,695	0.01	589	100.00
14.000% and greater	1	27,965	0.00	630	100.00
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average mortgage interest rate of the mortgage loans in Loan Group II was approximately 8.280%.

***Original Loan-to-Value Ratio of the Mortgage Loans in Loan Group II**

*Original Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	5	$ 664,378	0.08 %	663	15.20 %
20.01% - 30.00%	19	1,653,845	0.20	623	26.58
30.01% - 40.00%	42	5,945,081	0.72	592	35.10
40.01% - 50.00%	77	13,521,766	1.63	603	46.00
50.01% - 60.00%	148	30,238,371	3.64	583	56.29
60.01% - 70.00%	344	75,169,923	9.06	590	66.73
70.01% - 80.00%	1,179	308,141,874	37.12	622	78.48
80.01% - 90.00%	1,012	268,392,269	32.34	622	87.36
90.01% - 100.00%	827	126,297,924	15.22	647	96.75
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

* Original Loan-to-Value Ratio reflects loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average original loan-to-value ratio of the mortgage loans in Loan Group II was approximately 81.27%.

***Original Combined Loan-to-Value Ratio of the Mortgage Loans in Loan Group II**

*Original Combined Loan-to-Value Ratios	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.01% - 20.00%	5	$ 664,378	0.08 %	663	15.20 %
20.01% - 30.00%	19	1,653,845	0.20	623	26.58
30.01% - 40.00%	41	5,895,220	0.71	592	35.13
40.01% - 50.00%	78	13,571,626	1.64	603	45.94
50.01% - 60.00%	146	30,014,056	3.62	583	56.29
60.01% - 70.00%	341	74,749,590	9.01	590	66.70
70.01% - 80.00%	742	180,740,099	21.78	596	77.46
80.01% - 90.00%	981	264,410,355	31.86	622	87.32
90.01% - 100.00%	1,300	258,326,260	31.12	652	88.28
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

* Original Combined Loan-to-Value Ratio reflects combined loan to value for 1st lien loans and combined loan to value for 2nd lien loans.
As of the cut-off date, the weighted average combined original loan-to-value ratio of the mortgage loans in Loan Group II was approximately 84.39%.

Original Principal Balances of the Mortgage Loans as of the cut-off date in Loan Group II

Original Principal Balance	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
$0 - $50,000	184	$ 6,780,899	0.82 %	639	92.12 %
$50,001 - $100,000	582	44,333,709	5.34	619	84.58
$100,001 - $150,000	607	75,509,024	9.10	607	80.11
$150,001 - $200,000	554	97,167,657	11.71	611	78.97
$200,001 - $250,000	417	93,403,097	11.25	611	79.13
$250,001 - $300,000	346	95,240,061	11.47	621	79.97
$300,001 - $350,000	263	84,848,587	10.22	619	80.65
$350,001 - $400,000	215	80,808,260	9.74	618	81.36
$400,001 - $450,000	158	67,135,757	8.09	632	82.37
$450,001 - $500,000	107	50,929,274	6.14	632	81.81
$500,001 - $550,000	88	46,106,269	5.55	639	83.72
$550,001 - $600,000	52	29,916,619	3.60	629	83.89
$600,001 - $650,000	28	17,551,073	2.11	630	82.74
$650,001 - $700,000	15	10,100,481	1.22	639	85.33
$700,001 - $750,000	15	10,958,932	1.32	638	81.78
$750,001 and greater	22	19,235,734	2.32	640	85.99
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the average original principal balance of the mortgage loans in Loan Group II was approximately $227,387.

Credit Score for the Mortgage Loans in Loan Group II

Credit Score Range	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
500 - 519	144	$ 27,498,312	3.31 %	510	70.25 %
520 - 539	234	46,989,022	5.66	530	73.29
540 - 559	256	53,980,177	6.50	550	75.21
560 - 579	263	61,962,196	7.47	570	77.50
580 - 599	407	87,914,891	10.59	589	80.82
600 - 619	478	105,254,049	12.68	609	82.47
620 - 639	578	136,331,326	16.42	629	84.29
640 - 659	460	112,196,638	13.52	649	83.54
660 - 679	361	84,429,781	10.17	669	83.70
680 - 699	218	53,853,322	6.49	688	83.68
700 - 719	108	23,378,737	2.82	709	86.55
720 - 739	67	18,796,933	2.26	730	83.47
740 - 759	39	10,070,556	1.21	750	80.64
760 - 779	22	3,900,597	0.47	767	79.88
780 - 799	17	3,126,539	0.38	788	83.36
800 - 819	1	342,356	0.04	813	48.93
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average credit score of the mortgage loans in Loan Group II was approximately 621.

Geographic Distribution of the Mortgaged Properties in Loan Group II*

State	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Alabama	15	$ 1,531,879	0.18 %	566	82.42 %
Arizona	75	15,784,457	1.90	617	83.59
Arkansas	5	450,928	0.05	606	82.79
California	923	293,667,371	35.38	632	80.61
Colorado	27	4,252,215	0.51	634	87.20
Connecticut	38	8,767,857	1.06	621	81.27
Delaware	9	1,241,700	0.15	604	75.96
District of Columbia	14	3,357,293	0.40	611	66.81
Florida	467	91,989,796	11.08	610	79.74
Georgia	86	13,393,926	1.61	619	84.87
Hawaii	5	1,832,392	0.22	645	66.65
Idaho	11	1,799,763	0.22	609	82.65
Illinois	400	83,218,954	10.03	626	84.18
Indiana	47	4,489,889	0.54	612	87.68
Iowa	12	1,113,525	0.13	635	92.14
Kansas	11	1,140,888	0.14	572	84.40
Kentucky	10	1,658,825	0.20	608	85.46
Louisiana	14	2,147,727	0.26	597	82.88
Maine	7	1,230,453	0.15	571	80.45
Maryland	193	43,182,488	5.20	607	80.53
Massachusetts	42	10,239,061	1.23	620	80.56
Michigan	79	9,610,956	1.16	594	83.25
Minnesota	28	5,766,956	0.69	628	82.95
Mississippi	19	2,515,579	0.30	620	89.08
Missouri	46	5,655,043	0.68	629	87.56
Nebraska	2	244,008	0.03	558	84.40
Nevada	70	14,911,942	1.80	618	83.20
New Hampshire	9	1,776,450	0.21	606	83.14
New Jersey	119	33,148,812	3.99	600	79.71
New Mexico	24	3,822,761	0.46	608	80.42
New York	242	66,419,152	8.00	624	79.22
North Carolina	43	7,438,121	0.90	625	85.60
Ohio	15	1,520,099	0.18	611	91.53
Oklahoma	19	1,775,483	0.21	617	84.29
Oregon	26	5,781,284	0.70	607	79.27
Pennsylvania	102	14,061,596	1.69	599	81.13
Rhode Island	15	3,295,983	0.40	614	83.37
South Carolina	25	4,501,638	0.54	620	83.61
South Dakota	1	237,653	0.03	651	85.00
Tennessee	30	4,088,079	0.49	603	85.99
Texas	58	6,969,228	0.84	625	81.23
Utah	11	1,738,678	0.21	568	82.59
Vermont	1	74,813	0.01	539	52.08
Virginia	191	34,776,873	4.19	610	81.55
Washington	39	8,871,751	1.07	622	82.58
West Virginia	17	2,832,516	0.34	594	81.40
Wisconsin	10	1,614,161	0.19	627	91.05
Wyoming	1	84,431	0.01	549	100.00
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

*No more than approximately 0.66% ofmortgage loans in Loan Group II by principal balance of the related mortgage loans as of the cut-off date will be secured by properties located in any one zip code area.

Property Types of Mortgaged Properties in Loan Group II

Property Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2-4 Family	268	$ 81,964,937	9.87 %	637	79.54 %
Condominium	218	38,855,853	4.68	631	82.07
PUD	378	93,849,643	11.31	620	82.63
Single Family	2,785	614,944,628	74.09	618	81.24
Townhouse	4	410,370	0.05	650	80.36
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

Occupancy Status of Mortgaged Properties in Loan Group II*

Occupancy Status	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Investor	185	$ 40,715,381	4.91 %	639	80.23 %
Owner Occupied	3,440	783,575,568	94.40	620	81.32
Second Home	28	5,734,482	0.69	637	80.71
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

*Based upon representation of the related mortgagors at the time of origination.

Original Term of the Mortgage Loans in Loan Group II

Original Term	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
120 - 179 months	2	$ 174,775	0.02 %	582	71.68 %
180 - 239 months	235	19,228,917	2.32	652	93.77
240 - 359 months	65	4,317,526	0.52	650	83.39
360 months	3,351	806,304,213	97.14	620	80.96
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average stated original term to scheduled maturity of the mortgage loans in Loan Group II was approximately 355 months.

Remaining Term to Stated Maturity for the Mortgage Loans in Loan Group II

Remaining Term to Stated Maturity	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
61 - 120 months	2	$ 174,775	0.02 %	582	71.68 %
121 - 180 months	235	19,228,917	2.32	652	93.77
181 - 240 months	59	3,578,874	0.43	653	86.96
241 - 300 months	6	738,652	0.09	634	66.12
301 - 360 months	3,351	806,304,213	97.14	620	80.96
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average stated remaining months to scheduled maturity of the mortgage loans in Loan Group II was approximately 353 months.

Loan Purpose for the Mortgage Loans in Loan Group II

Loan Purpose	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Cash-Out Refinance	2,370	$ 572,442,801	68.97 %	612	79.93 %
Purchase	822	155,098,860	18.69	652	85.85
Rate/Term Refinance	461	102,483,771	12.35	627	81.81
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

Documentation Type of the Mortgage Loans in Loan Group II

Documentation Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
Full/Alternative	2,096	$ 428,846,374	51.67 %	611	81.38 %
Lite	28	7,868,254	0.95	590	80.97
Stated Income	1,529	393,310,803	47.39	633	81.15
Total	3,653	$ 830,025,431	100.00 %	621	81.27 %

Product Type of the Mortgage Loans in Loan Group II

Product Type	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
BALLOON (30/15 BLN).....	200	15,303,864	1.84 %	658	99.18 %
BALLOON (40/30 BLN).....	134	37,269,923	4.49	636	79.60
BALLOON (50/30 BLN).....	57	16,316,491	1.97	648	79.25
FIXED.....	851	126,421,327	15.23	633	80.26
FIXED IO.....	53	18,005,279	2.17	667	82.55
LIBOR 2/6 ARM DUAL AMORT.....	63	22,025,060	2.65	610	80.57
LIBOR 2/6 ARM.....	857	172,997,403	20.84	601	79.99
LIBOR 2/6 ARM (40/30 BLN).....	728	216,620,441	26.10	607	80.43
LIBOR 2/6 ARM (50/30 BLN).....	97	29,554,178	3.56	623	83.07
LIBOR 2/6 ARM IO.....	315	108,250,251	13.04	648	83.09
LIBOR 3/6 ARM.....	157	29,356,294	3.54	616	83.45
LIBOR 3/6 ARM (40/30 BLN).....	59	15,000,717	1.81	599	80.63
LIBOR 3/6 ARM (50/30 BLN).....	7	2,278,468	0.27	629	75.11
LIBOR 3/6 ARM IO.....	63	16,756,633	2.02	631	84.61
LIBOR 5/6 ARM.....	7	2,155,162	0.26	671	88.69
LIBOR 5/6 ARM (40/30 BLN).....	1	379,755	0.05	595	80.00
LIBOR 5/6 ARM (50/30 BLN).....	3	964,188	0.12	633	56.50
LIBOR 5/6 ARM IO.....	1	370,000	0.04	632	87.06
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

Rate Adjustment Frequency of the Mortgage Loans in Loan Group II

Rate Adjustment Frequency	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
6 months.....	2,358	$ 616,708,548	74.30 %	615	81.14 %
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

Months to Next Rate Adjustment of the Mortgage Loans in Loan Group II

Months to Next Rate Adjustment	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
12 - 17.....	56	$ 15,338,669	1.85 %	623	81.97 %
18 - 23.....	2,004	534,108,663	64.35	614	80.94
24 - 29.....	2	785,550	0.09	666	84.26
30 - 35.....	284	62,606,561	7.54	616	82.77
54 - 59.....	12	3,869,105	0.47	650	79.66
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

The weighted average next rate adjustment for the adjustable rate mortgage loans in Loan Group II is 24 months. Months to next rate adjustment is calculated by using the first rate adjustment date for the loans still in a hybrid period and by using next rate adjustment for loans that are fully indexed.

Maximum Mortgage Rates of the Mortgage Loans in Loan Group II

Maximum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
10.500% - 10.749%	1	$ 438,761	0.05 %	562	52.89 %
10.750% - 10.999%	15	4,963,071	0.60	656	76.74
11.000% - 11.249%	15	4,198,531	0.51	655	73.96
11.250% - 11.499%	33	10,302,433	1.24	644	76.15
11.500% - 11.749%	61	18,443,603	2.22	654	80.57
11.750% - 11.999%	124	41,484,947	5.00	645	80.72
12.000% - 12.249%	70	19,579,971	2.36	639	81.31
12.250% - 12.499%	134	40,409,510	4.87	632	80.68
12.500% - 12.749%	156	45,034,466	5.43	635	81.24
12.750% - 12.999%	220	62,990,185	7.59	622	81.84
13.000% - 13.249%	105	27,678,881	3.33	624	80.72
13.250% - 13.499%	156	45,161,358	5.44	621	83.04
13.500% - 13.749%	175	45,241,268	5.45	607	81.40
13.750% - 13.999%	196	50,533,132	6.09	605	81.92
14.000% - 14.249%	103	24,954,452	3.01	600	80.47
14.250% - 14.499%	134	36,901,697	4.45	609	80.48
14.500% - 14.749%	92	23,883,046	2.88	584	81.36
14.750% - 14.999%	134	29,721,374	3.58	597	81.10
15.000% - 15.249%	59	12,040,865	1.45	582	80.30
15.250% - 15.499%	65	13,943,264	1.68	589	82.32
15.500% - 15.749%	64	14,173,447	1.71	586	81.41
15.750% - 15.999%	72	15,005,113	1.81	581	80.60
16.000% - 16.249%	27	4,969,143	0.60	569	80.43
16.250% - 16.499%	27	5,004,018	0.60	581	80.16
16.500% - 16.749%	31	5,788,135	0.70	571	79.83
16.750% - 16.999%	41	7,653,029	0.92	560	83.14
17.000% - 17.249%	16	2,496,788	0.30	581	90.82
17.250% - 17.499%	11	1,267,917	0.15	540	76.01
17.500% - 17.749%	7	603,791	0.07	551	87.90
17.750% - 17.999%	9	1,062,499	0.13	591	80.63
18.000% - 18.249%	2	216,855	0.03	612	100.00
18.250% - 18.449%	2	443,066	0.05	519	78.21
19.000% - 19.249%	1	119,931	0.01	557	80.00
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average maximum mortgage rate of the adjustable rate mortgage loans in Loan Group II was approximately 13.553%.

Minimum Mortgage Rates of the Mortgage Loans in Loan Group II

Minimum Mortgage Rate	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
4.500% - 4.749%	1	$ 123,208	0.01 %	689	95.00 %
4.750% - 4.999%	2	430,524	0.05	564	88.47
5.000% - 5.249%	9	1,628,709	0.20	621	84.19
5.250% - 5.499%	12	2,392,266	0.29	589	78.19
5.500% - 5.749%	20	3,246,434	0.39	603	76.22
5.750% - 5.999%	53	11,511,452	1.39	620	81.06
6.000% - 6.249%	113	35,720,646	4.30	633	80.97
6.250% - 6.499%	70	22,143,052	2.67	617	79.44
6.500% - 6.749%	84	22,584,130	2.72	640	80.21
6.750% - 6.999%	149	48,583,825	5.85	642	80.42
7.000% - 7.249%	80	21,805,605	2.63	639	81.52
7.250% - 7.499%	148	43,682,335	5.26	632	80.70
7.500% - 7.749%	167	48,134,844	5.80	633	81.26
7.750% - 7.999%	236	65,922,538	7.94	622	81.99
8.000% - 8.249%	115	29,184,934	3.52	621	80.69
8.250% - 8.499%	164	46,854,248	5.64	621	83.05
8.500% - 8.749%	175	43,162,796	5.20	604	81.71
8.750% - 8.999%	192	46,529,560	5.61	600	82.03
9.000% - 9.249%	90	22,095,234	2.66	585	80.76
9.250% - 9.499%	113	27,994,767	3.37	587	80.56
9.500% - 9.749%	85	20,180,862	2.43	575	82.36
9.750% - 9.999%	102	20,058,432	2.42	582	81.68
10.000% - 10.249%	37	7,261,489	0.87	572	81.95
10.250% - 10.499%	44	9,286,516	1.12	578	82.48
10.500% - 10.749%	30	6,094,822	0.73	560	76.75
10.750% - 10.999%	34	5,508,912	0.66	564	76.24
11.000% - 11.249%	6	1,096,359	0.13	569	73.26
11.250% - 11.499%	10	1,185,597	0.14	536	63.78
11.500% - 11.749%	3	476,103	0.06	527	67.90
11.750% - 11.999%	11	1,436,656	0.17	541	73.89
12.000% - 12.249%	1	119,931	0.01	557	80.00
12.250% - 12.499%	2	271,762	0.03	522	60.42
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average minimum mortgage rate of the adjustable rate mortgage loans in Loan Group II was approximately 8.000%.

Periodic Rate Cap of the Mortgage Loans in Loan Group II

Periodic Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000%.....	2,162	$ 570,448,413	68.73 %	616	81.07 %
1.500%.....	143	25,193,292	3.04	591	82.26
2.000%.....	53	21,066,844	2.54	610	81.90
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average periodic rate cap of the adjustable rate mortgage loans in Loan Group II was approximately 1.055%.

Initial Rate Cap of the Mortgage Loans in Loan Group II

Initial Rate Cap	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
1.000% - 1.449%	6	$ 1,304,445	0.16 %	586	84.67 %
1.500% - 1.749%	125	19,896,950	2.40	590	81.93
1.750% - 1.999%	1	151,440	0.02	513	80.00
2.000% - 2.249%	1,917	514,316,812	61.96	616	80.92
3.000% - 3.249%	309	81,038,902	9.76	616	82.31
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average initial rate cap of the adjustable rate mortgage loans in Loan Group II was approximately 2.113%.

Gross Margin of the Mortgage Loans in Loan Group II

Gross Margin	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
2.250% - 2.499%	8	$ 2,490,043	0.30 %	609	83.00 %
3.750% - 3.999%	1	94,810	0.01	549	66.90
4.250% - 4.499%	1	50,251	0.01	512	70.00
4.500% - 4.749%	4	404,128	0.05	640	78.27
4.750% - 4.999%	7	1,951,342	0.24	603	85.00
5.000% - 5.249%	19	4,175,568	0.50	616	85.69
5.250% - 5.499%	1,325	367,002,390	44.22	627	82.29
5.500% - 5.749%	127	28,929,387	3.49	616	83.03
5.750% - 5.999%	565	133,808,551	16.12	582	76.89
6.000% - 6.249%	120	36,235,361	4.37	626	81.82
6.250% - 6.499%	48	13,777,179	1.66	589	82.15
6.500% - 6.749%	31	5,981,120	0.72	586	82.73
6.750% - 6.999%	30	7,111,786	0.86	616	78.80
7.000% - 7.249%	13	2,511,878	0.30	619	83.46
7.250% - 7.499%	14	3,040,930	0.37	599	81.22
7.500% - 7.749%	15	2,478,709	0.30	589	82.91
7.750% - 7.999%	13	2,971,726	0.36	624	86.57
8.000% - 8.249%	6	1,426,000	0.17	613	78.27
8.250% - 8.499%	4	845,829	0.10	627	83.24
8.500% - 8.749%	2	417,744	0.05	583	89.31
8.750% - 8.999%	3	879,517	0.11	568	89.01
9.250% - 9.499%	1	67,443	0.01	543	90.00
9.750% - 9.999%	1	56,857	0.01	617	100.00
Fixed.....	1,295	213,316,883	25.70	639	81.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

As of the cut-off date, the weighted average gross margin of the adjustable rate mortgage loans in Loan Group II was approximately 5.577%.

Originator of the Mortgage Loans in Loan Group II

Originator	Number of Mortgage Loans	Aggregate Stated Principal Balance Outstanding as of Cut-off Date	% of Mortgage Pool	Weighted Average Credit Score	Weighted Average Original Loan-to-Value Ratio
ENCORE……	2,964	$ 699,146,989	84.23 %	622	81.01 %
OTHER……	689	130,878,443	15.77	616	82.62
Total.....	3,653	$ 830,025,431	100.00 %	621	81.27 %

ANNEX I

GLOBAL CLEARANCE, SETTLEMENT, AND TAX DOCUMENTATION PROCEDURES

Except under limited circumstances, the globally offered Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE10 (the "Global Securities") will be available only in book-entry form. Investors in the Global Securities may hold the Global Securities through any of DTC, Euroclear or Clearstream. The Global Securities will be tradable as home market instruments in both the European and U.S. domestic markets. Initial settlement and all secondary trades will settle in same-day funds.

Secondary market trading between investors holding Global Securities through Euroclear and Clearstream will be conducted in the ordinary way in accordance with their normal rules and operating procedures and in accordance with conventional eurobond practice (i.e., seven calendar day settlement).

Secondary market trading between investors holding Global Securities through DTC will be conducted according to the rules and procedures applicable to U.S. corporate debt obligations and prior Asset-Backed Certificates issues.

Secondary cross-market trading between Euroclear or Clearstream and DTC participants holding Certificates will be effected on a delivery-against-payment basis through the respective depositaries of Euroclear and Clearstream and as DTC participants.

Non-U.S. holders (as described below) of Global Securities will be subject to U.S. withholding taxes unless the holders meet established requirements and deliver appropriate U.S. tax documents to the securities clearing organizations or their participants.

Initial Settlement

All Global Securities will be held in book-entry form by DTC in the name of Cede & Co. as nominee of DTC. Investors' interests in the Global Securities will be represented through financial institutions acting on their behalf as direct and indirect participants in DTC. As a result, Euroclear and Clearstream will hold positions on behalf of their participants through their respective depositaries, which in turn will hold the positions in accounts as DTC participants.

Investors electing to hold their Global Securities through DTC will follow the settlement practices applicable to prior Asset-Backed Certificates issues. Investor securities custody accounts will be credited with their holdings against payment in same-day funds on the settlement date.

Investors electing to hold their Global Securities through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional eurobonds, except that there will be no temporary global security and no "lock-up" or restricted period. Global Securities will be credited to the securities custody accounts on the settlement date against payment in same-day funds.

Secondary Market Trading

Since the purchaser determines the place of delivery, it is important to establish at the time of the trade where both the purchaser's and seller's accounts are located to ensure that settlement can be made on the desired value date.

Trading between DTC Participants. Secondary market trading between DTC participants will be settled using the procedures applicable to prior Asset-Backed Certificates issues in same day funds.

Trading between Euroclear and/or Clearstream Participants. Secondary market trading between Euroclear participants or Clearstream participants will be settled using the procedures applicable to conventional eurobonds in same-day funds.

Trading between DTC seller and Euroclear or Clearstream Purchaser. When Global Securities are to be transferred from the account of a DTC participant to the account of a Euroclear participant or a Clearstream participant, the purchaser will send instructions to Euroclear or Clearstream through a Euroclear participant or Clearstream participant at least one business day prior to settlement. Euroclear or Clearstream will instruct the respective depositary, as the case may be, to receive the Global Securities against payment. Payment will include interest accrued on the Global Securities from and including the last coupon payment date to and excluding the settlement date, on the basis of either the actual number of days in the accrual period and a year assumed to consist of 360 days or a 360-day year consisting of 12 30-day months as applicable to the related class of Global Securities. For transactions settling on the 31st of the month, payment will include interest accrued to and excluding the first day of the following month. Payment will then be made by the respective depositary of the DTC participant's account against delivery of the Global Securities. After settlement has been completed, the Global Securities will be credited to the respective clearing system and by the clearing system, in accordance with its usual procedures, to the Euroclear participant's or Clearstream participant's account. The securities credit will appear the next day (European time) and the cash debt will be back-valued to, and the interest on the Global Securities will accrue from, the value date (which would be the preceding day when settlement occurred in New York). If settlement is not completed on the intended value date (i.e., the trade fails), the Euroclear or Clearstream cash debt will be valued instead as of the actual settlement date.

Euroclear participants and Clearstream participants will need to make available to the respective clearing systems the funds necessary to process same-day funds settlement. The most direct means of doing so is to pre-position funds for settlement, either from cash on hand or existing lines of credit, as they would for any settlement occurring within Euroclear or Clearstream. Under this approach, they may take on credit exposure to Euroclear or Clearstream until the Global Securities are credited to their accounts one day later.

As an alternative, if Euroclear or Clearstream has extended a line of credit to them, Euroclear participants or Clearstream participants can elect not to pre-position funds and allow that credit line to be drawn upon the finance settlement. Under this procedure, Euroclear participants or Clearstream participants purchasing Global Securities would incur overdraft charges for one day, assuming they cleared the overdraft when the Global Securities were credited to their accounts. However, interest on the Global Securities would accrue from the value date. Therefore, in many cases the investment income on the Global Securities earned during that one-day period may substantially reduce or offset the amount of the overdraft charges, although this result will depend on each Euroclear participant's or Clearstream participant's particular cost of funds.

Since the settlement is taking place during New York business hours, DTC participants can employ their usual procedures for sending Global Securities to the respective European depositary for the benefit of Euroclear participants or Clearstream participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, a trade between DTC participants in a cross-market transaction will settle no differently than a trade between two DTC participants.

Trading between Euroclear or Clearstream seller and DTC Purchaser. Due to time zone differences in their favor, Euroclear participants and Clearstream participants may employ their

customary procedures for transactions in which Global Securities are to be transferred by the respective clearing system, through the respective depositary, to a DTC participant. The seller will send instructions to Euroclear or Clearstream through a Euroclear participant or Clearstream participant at least one business day prior to settlement. In these cases Euroclear or Clearstream will instruct the respective depositary, as appropriate, to deliver the Global Securities to the DTC participant's account against payment. Payment will include interest accrued on the Global Securities from and including the last coupon payment to and excluding the settlement date on the basis of either the actual number of days in the accrual period and a year assumed to consist of 360 days or a 360-day year consisting of 12 30-day months as applicable to the related class of Global Securities. For transactions settling on the 31st of the month, payment will include interest accrued to and excluding the first day of the following month. The payment will then be reflected in the account of the Euroclear participant or Clearstream participant the following day, and receipt of the cash proceeds in the Euroclear participant's or Clearstream participant's account would be back-valued to the value date (which would be the preceding day, when settlement occurred in New York). Should the Euroclear participant or Clearstream participant have a line of credit with its respective clearing system and elect to be in debt in anticipation of receipt of the sale proceeds in its account, the back-valuation will extinguish any overdraft incurred over that one-day period. If settlement is not completed on the intended value date (i.e., the trade fails), receipt of the cash proceeds in the Euroclear participant's or Clearstream participant's account would instead be valued as of the actual settlement date.

Finally, day traders that use Euroclear or Clearstream and that purchase Global Securities from DTC participants for delivery to Euroclear participants or Clearstream participants should note that these trades would automatically fail on the sale side unless affirmative action were taken. At least three techniques should be readily available to eliminate this potential problem

(a) borrowing through Euroclear or Clearstream for one day (until the purchase side of the day trade is reflected in their Euroclear or Clearstream accounts) in accordance with the clearing system's customary procedures;

(b) borrowing the Global Securities in the U.S. from a DTC participant no later than one day prior to settlement, which would give the Global Securities sufficient time to be reflected in their Euroclear or Clearstream account in order to settle the sale side of the trade; or

(c) staggering the value dates for the buy and sell sides of the trade so that the value date for the purchase from the DTC participant is at least one day prior to the value date for the sale to the Euroclear participant or Clearstream participant.

U.S. Federal Income Tax Documentation Requirements

A beneficial owner of Global Securities holding securities through Clearstream or Euroclear (or through DTC if the holder has an address outside the U.S.) will be subject to the 30% U.S. withholding tax that generally applies to payments of interest on registered debt issued by U.S. persons, unless (1) each clearing system, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business in the chain of intermediaries between the beneficial owner and the U.S. entity required to withhold tax complies with applicable certification requirements and (2) the beneficial owner takes one of the following steps to obtain an exemption or reduced tax rate

Exemption for non-U.S. persons (Form W-8 BEN). Beneficial owners of Global Securities that are non-U.S. persons can obtain a complete exemption from the withholding tax by filing a signed Form W-8 BEN. If the information shown on Form W-8 BEN changes, a new Form W-8 BEN must be filed within 30 days of the change.

Exemption for non-U.S. persons with effectively connected income (Form W-8ECI). A non- U.S. person, including a non-U.S. corporation or bank with a U.S. branch, for which the interest income is effectively connected with its conduct of a trade or business in the United States, can obtain an exemption from the withholding tax by filing Form W-8ECI.

Exemption or reduced rate for non-U.S. persons resident in treaty countries (Form W-8 BEN). Non-U.S. persons that are beneficial owners residing in a country that has a tax treaty with the United States can obtain an exemption or reduced tax rate (depending on the treaty terms) by filing Form W-8 BEN.

Exemption for U.S. persons (Form W-9). U.S. persons can obtain a complete exemption from the withholding tax by filing Form W-9.

U.S. Federal Income Tax Reporting Procedure. The Global Securities holder files by submitting the appropriate form to the person through whom he holds (e.g., the clearing agency, in the case of persons holding directly on the books of the clearing agency). Forms W-8 BEN and W-8ECI are generally effective for three calendar years.

U.S. Person. As used in this prospectus supplement the term "U.S. person" means a beneficial owner of a Certificate that is for United States federal income tax purposes

- a citizen or resident of the United States,
- a corporation or partnership created or organized in or under the laws of the United States or of any State thereof or the District of Columbia,
- an estate the income of which is subject to United States federal income taxation regardless of its source, or
- a trust if a court within the United States is able to exercise primary supervision of the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or if it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. Person.

As used in this prospectus supplement, the term "non-U.S. person" means a beneficial owner of a Certificate that is not a U.S. person.

This summary does not deal with all aspects of U.S. federal income tax withholding that may be relevant to foreign holders of the Global Securities or with the application of the extensive withholding regulations that are generally effective with respect to payments made after December 31, 2000 which have detailed rules regarding the determination of beneficial ownership. Investors are advised to consult their own tax advisors for specific tax advice concerning their holding and disposing of the Global Securities

PROSPECTUS

Mortgage-Backed/Asset-Backed Securities (Issuable in Series)
Bear Stearns Asset Backed Securities I LLC
Depositor

The Securities

Consider carefully the risk factors beginning on page 6 of this prospectus.

The securities represent obligations of the issuing entity only and do not represent an interest in or obligation of the depositor, the sponsor, the master servicer or any of their affiliates.

This prospectus may be used to offer and sell the securities only if accompanied by a prospectus supplement.

Each issue of securities will have its own series designation and will evidence either the ownership of assets in the related trust fund or debt obligations secured by assets of the related trust fund.

- Each series of securities will consist of one or more classes of mortgage-backed or asset-backed certificates or notes.
- Each class of securities will represent the entitlement to a specified portion of interest payments and a specified portion of principal payments on the trust assets.
- A series may include classes of securities that are senior in right of payment to other classes. Classes of securities may be entitled to receive distributions of principal, interest or both prior to other classes or before or after specified events.
- No market will exist for the securities of any series before they are issued. In addition, even after the securities of a series have been issued and sold, there can be no assurance that a resale market for them will develop.

Offers of the securities will be made through Bear, Stearns & Co. Inc. and the other underwriters listed in the related prospectus supplement.

The Trust Fund and Its Assets

As specified in the related prospectus supplement, each trust fund will consist primarily of assets from one of the following categories:

- mortgage loans secured by senior or junior liens on one- to four-family residential properties;
- closed-end and/or revolving home equity loans secured by senior or junior liens on one- to four-family residential or mixed-use properties;
- home improvement installment sales contracts and loan agreements that are either unsecured or secured by senior or junior liens on one- to four-family residential or mixed-use properties or by purchase money security interests in the related home improvements;
- installment sales contracts and installment loan agreements secured by senior or junior liens on manufactured homes or by mortgages on the related real estate;
- mortgage-backed securities issued or guaranteed by Ginnie Mae, Freddie Mac or Fannie Mae; and
- private label mortgage-backed or asset-backed securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved these securities or determined that this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

Bear, Stearns & Co. Inc.
December 18, 2006

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Important Notice About Information in This Prospectus and Each Accompanying Prospectus Supplement

Information about each series of securities is contained in two separate documents:

- this prospectus, which provides general information, some of which may not apply to a particular series; and

- the accompanying prospectus supplement for a particular series, which describes the specific terms of the securities of that series.

Although the accompanying prospectus supplement cannot contradict the information contained in this prospectus, insofar as the prospectus supplement contains specific information about a particular series of securities that expands on the more general information contained in this prospectus, you are encouraged to rely on the information in the prospectus supplement.

You are encouraged to rely only on the information contained in this prospectus and the accompanying prospectus supplement. We have not authorized anyone to provide you with information that is different from that contained in this prospectus and the accompanying prospectus supplement.

Each prospectus supplement generally will include the following information with respect to the related series of securities:

- the principal amount, interest rate and authorized denominations of each class of securities;

- information concerning the mortgage loans, home equity loans, home improvement contracts, manufactured housing contracts, mortgage backed securities and/or private securities in the related trust fund;

- information concerning the sponsor or any other seller of the mortgage loans, home equity loans, home improvement contracts, manufactured housing contracts, mortgage backed securities and/or private securities and information concerning any servicer;

- the terms of any credit enhancement with respect to particular classes of the securities;

- information concerning other trust fund assets, including any reserve fund;

- the final scheduled distribution date for each class of securities;

- the method for calculating the amount of principal to be paid to each class of securities, and the timing and order of priority of principal payments;

- information about any REMIC tax elections for some or all of the trust fund assets; and

- particulars of the plan of distribution for the securities.

We include cross-references in this prospectus and the accompanying prospectus supplement to captions in these materials where you can find further related discussions. The Table of Contents included in the accompanying prospectus supplement lists the pages on which these captions are located.

There is also a Glossary of Terms where you will find definitions of certain capitalized terms used in this prospectus.

If you require additional information, the mailing address of our principal executive offices is Bear Stearns Asset Backed Securities I LLC, 383 Madison Avenue, New York, New York, 10179 and our telephone number is (212) 272-2000. For other means of acquiring additional information about us or a series of securities, see "Incorporation of Certain Information by Reference" in this prospectus.

Risk Factors

You should consider carefully the following information, together with the information set forth under "Risk Factors" in the accompanying prospectus supplement, since it identifies the principal risk factors associated with an investment in the securities.

You may have difficulty selling your securities or obtaining your desired price .... No market will exist for the securities before they are issued. In addition, we cannot give you any assurance that a resale market will develop following the issuance and sale of any series of the securities. Even if a resale market does develop, you may not be able to sell your securities when you wish or at the price you want.

Only the assets of the related trust fund are available to pay your securities ..... The securities of each series will be payable solely from the assets of the related trust fund, including any applicable credit enhancement, and will not have a claim against the assets of any other trust. In the case of securities that are in the form of notes, the related indenture will require that noteholders proceed only against the assets of the related trust fund. We cannot give you any assurance that the market value of the assets in any trust fund will be equal to or greater than the total principal amount of the related securities then outstanding, plus accrued interest. Moreover, if the assets of a trust fund are ever sold, the sale proceeds will be applied first to reimburse any related trustee, servicer and credit enhancement provider for their unpaid fees and expenses before any remaining amounts are distributed to securityholders.

In addition, at the times specified in the related prospectus supplement, assets of the trust fund and the related security accounts may be released to the depositor, the servicer, the credit enhancement provider or other persons, if

- all payments then due on the related securities have been made, and
- any other payments specified in the related prospectus supplement have been made.

Once released, such assets will no longer be available to make payments to securityholders.

You will have no recourse against the depositor or any other person if any required distribution on the securities is not

made or for any other default. The only obligations of the depositor with respect to a trust fund or the related securities would result from a breach of the representations and warranties that the depositor may make concerning the trust assets. However, because of the depositor's very limited assets, even if the depositor should be required to repurchase a loan from a particular trust fund because of the breach of a representation or warranty, its sole source of funds for the repurchase would be:

- funds obtained from enforcing any similar obligation of the originator of the loan, or
- monies from any reserve fund established to pay for loan repurchases.

Credit enhancement may be insufficient to provide against particular risks..... Although credit enhancement is intended to reduce the effect of delinquent payments or loan losses on particular classes of securities, the amount of any credit enhancement is subject to the limits described in the related prospectus supplement. In addition, the amount of credit enhancement may decline or be depleted before the related securities are paid in full. As a result, securityholders may suffer losses.

Principal payments on the loans may adversely affect the average life of, and rate of return on, your securities..... You may be unable to reinvest the principal payments on your securities at a rate of return equal to the rate on your securities. The timing of principal payments on the securities of a series will be affected by a number of factors, including the following:

- the extent of prepayments on the underlying loans in the trust fund or, if the trust fund contains underlying securities, on the loans backing the underlying securities;
- how payments of principal are allocated among the classes of securities of that series as specified in the related prospectus supplement;
- if any party has an option to terminate the related trust early, the effect of the exercise of the option;
- the rate and timing of defaults and losses on the assets in the related trust fund;

- repurchases of assets in the related trust fund as a result of material breaches of representations and warranties made by the depositor, the sponsor or any other seller; and

- in the case of a trust fund that contains revolving credit line loans, any provisions for non-amortization, early amortization or scheduled amortization periods described in the related prospectus supplement.

All the above factors may affect the yield to maturity of the securities.

The interest accrual period may reduce the effective yield on your securities ..... Interest payable on the securities on any given distribution date will include all interest accrued during the related interest accrual period. Each prospectus supplement will specify the interest accrual period for the related securities. If interest accrues during the calendar month before the related distribution date, your effective yield will be less than it would be if the interest accrual period ended the day before the distribution date. As a result, your effective yield at par may be less than the indicated coupon rate.

Loans with balloon payments may increase your risk of loss ..... Certain underlying loans may not be fully amortizing over their terms to maturity and may require a substantial principal payment (a "balloon" payment) at their stated maturity. Loans of this type involve greater risk than fully amortizing loans since the borrower generally must be able to refinance the loan or sell the related property prior to the loan's maturity date. The borrower's ability to do so will depend on such factors as the level of available mortgage rates at the time of sale or refinancing, the relative strength of the local housing market, the borrower's equity in the property, the borrower's general financial condition and tax laws.

Adjustable rate or interest only loans may be underwritten to less stringent standards than fixed rate loans ..... A trust fund may include adjustable rate or interest-only loans that were underwritten on the assumption that the borrowers would be able to make higher monthly payments in a relatively short period of time. In fact, however, the

borrowers' income may not be sufficient to meet their loan payments as payment amounts increase, thus increasing the risk of default.

Junior lien loans generally are riskier than senior lien loans.....

If the mortgage or home equity loans in a trust fund are primarily in a junior lien position, any proceeds from liquidations, insurance recoveries or condemnations must be used first to satisfy the claims of the related senior lien loans (and related foreclosure expenses) before being available to satisfy the junior lien loans. In addition, a junior mortgage lender may only foreclose subject to the related senior mortgage. As a result, the junior mortgage lender must either pay the related senior mortgage lender in full, at or before the foreclosure sale, or agree to make the regular payments on the senior mortgage. The trust will not have a source of funds to satisfy any senior mortgages or to continue making payments on them. As a result, the trust's ability, as a practical matter, to foreclose on any junior mortgage loan will be quite limited.

A decline in property values could reduce the amount and delay the timing of recoveries on defaulted mortgage loans .....

The following factors, among others, could adversely affect property values in such a way that the outstanding balance of the related loans, together with any senior financing on the same properties, would equal or exceed those values:

- an overall decline in the residential real estate markets where the properties are located;
- failure of borrowers to maintain their properties adequately; and
- natural disasters that may not be covered by hazard insurance, such as earthquakes and floods.

If property values decline, actual rates of delinquencies, foreclosures and losses on the underlying loans could be higher than those currently experienced by the mortgage lending industry in general.

Some mortgaged properties may not be owner occupied.....

The mortgaged properties in the trust fund may not be owner occupied. Rates of delinquencies, foreclosures and losses on

mortgage loans secured by non-owner occupied properties may be higher than those on mortgage loans secured by the borrower's primary residence.

Home improvement contracts and other loans may not have sufficient security ..... A trust fund may include home improvement contracts that are not secured by an interest in real estate or otherwise. A trust fund may also include mortgage or home equity loans with original loan-to-value ratios (or combined loan-to-value ratios in the case of junior loans) greater than 100%. In these cases, the trust fund could be treated as a general unsecured creditor for the unsecured portion of these loans.

If a loan of this type goes into default, the trust fund will have recourse only against the borrower's assets generally for the unsecured portion of the loan, along with the borrower's other general unsecured creditors. In a bankruptcy proceeding, the unsecured portion of the loan may be discharged, even if the value of the borrower's assets available to the trust fund would be insufficient to pay the remaining amounts owing on the loan.

Home improvement contracts will not be stamped ..... The depositor will ensure that a UCC-1 financing statement is filed that identifies as collateral the home improvement contracts included in a trust fund. However, typically the home improvement contracts themselves will not be stamped or marked to reflect their assignment to the trust fund. Thus, if as a result of negligence, fraud or otherwise, a subsequent purchaser were able to take physical possession of the contracts without notice of the assignment to the trust fund, the interests of the related securityholders in those contracts could be defeated.

If amounts in any pre-funding account are not used to purchase trust assets, you will receive a prepayment on the related securities ..... The related prospectus supplement may provide that the depositor or sponsor will deposit a specified amount in a pre-funding account on the date the securities are issued. In this case, the deposited funds may be used only to acquire additional assets for the trust during a specified period after the initial issuance of the securities. Any amounts remaining in the account at the end of that period will be distributed as a prepayment of principal to the holders of the related

securities. The resulting prepayment could adversely affect the yield to maturity on those securities.

Bankruptcy laws may result in adverse claims against trust fund assets.....

The federal bankruptcy code and state debtor relief laws may adversely affect the ability of the trust fund, as a secured lender, to realize upon its security. For example, in a federal bankruptcy proceeding, a lender may not foreclose on mortgaged property without the bankruptcy court's permission. Similarly, the debtor may propose a rehabilitation plan, in the case of mortgaged property that is not his principal residence, that would reduce the amount of the lender's secured indebtedness to the value of the property as of the commencement of the bankruptcy. As a result, the lender would be treated as a general unsecured creditor for the reduced amount, the amount of the monthly payments due on the loan could be reduced, and the interest rate and loan payment schedule could be changed.

Any such actions could result in delays in receiving payments on the loans underlying the securities and result in the reduction of total payments.

Environmental risks may adversely affect trust fund assets.....

Federal, state and local laws and regulations impose a wide range of requirements on activities that may affect the environment, health and safety. In certain circumstances, these laws and regulations impose obligations on owners or operators of residential properties such as those that secure the loans. Failure to comply with these laws and regulations can result in fines and penalties that could be assessed against the trust fund as owner of the related property.

In some states, a lien on the property due to contamination has priority over the lien of an existing mortgage. Further, a mortgage lender may be held liable as an "owner" or "operator" for costs associated with the release of petroleum from an underground storage tank under certain circumstances. If the trust fund is considered the owner or operator of a property, it will suffer losses as a result of any liability imposed for environmental hazards on the property.

Consumer protection laws may adversely affect trust fund assets..... The loans and contracts in each trust fund also may be subject to federal laws relating to loan origination and underwriting. These laws

- require certain disclosures to the borrowers regarding the terms of the loans;
- prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the consumer credit protection act, in the extension of credit;
- regulate the use and reporting of information related to the borrower's credit experience; and
- require additional application disclosures, limit changes that may be made to the loan documents without the borrower's consent and restrict a lender's ability to declare a default or to suspend or reduce a borrower's credit limit to certain enumerated events.

Loans may also be subject to federal, state or local laws that impose additional disclosure requirements and other restrictions on creditors with respect to mortgage loans with high interest rates or high up-front fees and charges. These laws can impose specific liabilities upon creditors that fail to comply and may affect the enforceability of the related loans. In addition, the trust fund, as assignee of the creditor, would generally be subject to all claims and defenses that the borrower could assert against the creditor, including the right to rescind the loan.

Home improvement contracts may be subject to federal or state laws that protect the borrower from defective or incomplete work by a contractor. These laws permit the borrower to withhold payment if the work does not meet the quality and durability standards agreed to between the borrower and the contractor. These laws have the effect of subjecting the trust fund, as assignee of the creditor, to all claims and defenses which the borrower in a sale transaction could assert against the seller of defective goods.

If certain provisions of these laws are violated, the servicer may be unable to collect all or part of the principal or interest on the loans. The trust fund also could be subject to damages and administrative enforcement.

Subordinate securities are subject to additional risk..... If you invest in any class of subordinate securities, your rights as an investor to receive payments otherwise due you will be subordinate to the rights of the servicer and the holders of the related senior securities. As a result, before investing in any subordinate securities, you must be prepared to bear the risk that payments on your securities may be delayed and that you might not recover all of your initial investment.

Any credit support provided by financial instruments may be insufficient to protect against particular risks ..... As described under "Credit Enhancement—Financial Instruments" in this prospectus, a trust fund may include financial instruments to protect against certain risks or to provide certain cash flow characteristics for particular classes of the securities of a series. If you invest in one of these classes and the issuing entity of the financial instruments fails to perform its obligations, the yield to maturity, market price and liquidity of your securities could be materially adversely affected. In addition, if the issuing entity of the related financial instruments experiences a credit rating downgrade, the market price and liquidity of your securities could be reduced. Finally, if the financial instruments are intended to provide an approximate or partial hedge for certain risks or cashflow characteristics, the yield to maturity, market price and liquidity of your securities could be adversely affected to the extent that the financial instrument does not provide a perfect hedge.

REMIC residual securities are subject to additional risk ... If you invest in any class of securities that represent the "residual interest" in a real estate mortgage investment conduit (REMIC), you will be required to report as ordinary income your pro rata share of the REMIC's taxable income, whether or not you actually received any cash. Thus, as the holder of a REMIC residual interest security, you could have taxable income and tax liabilities in a year that are in excess of your ability to deduct servicing fees and any other REMIC expenses. In addition, because of their special tax treatment, your after-tax yield on a REMIC residual interest security

may be significantly less than that of a corporate bond with similar cash-flow characteristics and pre-tax yield. Transfers of REMIC residual interest securities are also restricted.

Book-entry registration may limit your ability to sell securities and delay your receipt of payments.....

Limit on Liquidity of Securities. Securities issued in book-entry form may have only limited liquidity in the resale market, since investors may be unwilling to purchase securities for which they cannot obtain physical instruments.

Limit on Ability to Transfer or Pledge. Transactions in book-entry securities can be effected only through The Depository Trust Company (DTC), its participating organizations, its indirect participants and certain banks. As a result, your ability to transfer or pledge securities issued in book-entry form may be limited.

Delays in Distributions. You may experience some delay in the receipt of distributions on book-entry securities since the distributions will be forwarded by the trustee to DTC for DTC to credit to the accounts of its participants. In turn, these participants will credit the distributions to your account either directly or indirectly through indirect participants.

Ratings of the securities do not address all investment risks and must be viewed with caution .....

Any class of securities issued under this prospectus and the accompanying prospectus supplement will be rated in one of the four highest rating categories of a nationally recognized rating agency. A rating is based on the adequacy of the value of the trust fund assets and any credit enhancement for that class and reflects the rating agency's assessment of the likelihood that holders of the class of securities will receive the payments to which they are entitled. A rating is not an assessment of the likelihood that principal prepayments on the underlying loans will be made, the degree to which the rate of prepayments might differ from that originally anticipated or the likelihood of an early termination of the securities. You should not view a rating as a recommendation to purchase, hold or sell securities because it does not address the market price or suitability of the securities for any particular investor.

There is no assurance that any rating will remain in effect for any given period or that the rating agency will not lower or withdraw the rating in the future. The rating agency could lower or withdraw its rating due to:

- any decrease in the adequacy of the value of the trust fund assets or any related credit enhancement, or
- an adverse change in the financial or other condition of a credit enhancement provider.

Description of the Securities

General

Bear Stearns Asset Backed Securities I LLC, as depositor, will establish a trust fund for each series of its securities. A particular series of securities will consist of mortgage-backed or asset-backed certificates or notes or both certificates and notes.

Each series of certificates will be issued under a pooling and servicing agreement or a trust agreement among the depositor, the trustee and, if the trust fund includes loans, the master servicer. A form of pooling and servicing agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part.

Each series of notes will be issued under an indenture between the related trust fund and the trustee named in the prospectus supplement for that series. A form of indenture has been filed as an exhibit to the registration statement of which this prospectus forms a part. If the trust fund includes loans, the trust fund and the master servicer of the loans will also enter into a servicing agreement.

The sponsor and any other seller named in the related prospectus supplement, from which the depositor will have purchased assets to be included in the trust fund, may agree to reimburse the depositor for certain fees and expenses that the depositor incurs in connection with the offering of the securities.

The following summaries describe the material provisions which may appear in each pooling and servicing agreement or trust agreement, in the case of a series of certificates, and in each indenture and servicing agreement, in the case of a series of notes. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the prospectus supplement and the governing agreements for that series.

Each series of securities will consist of one or more classes of the following types of classes:

Accretion Directed	A class of securities designated to receive principal payments primarily from the interest that accrues on specified Accrual Classes.

Accrual	A class of securities where the accrued interest otherwise payable to such certificates is allocated to specified classes of certificates as principal payments in reduction of their certificate principal balance. The certificate principal balance of the Accrual Class will be increased to the extent such accrued interest is so allocated.
Companion	A class that receives principal payments on any distribution date only if scheduled payments have been made on specified planned amortization classes, targeted amortization classes or scheduled principal classes.
Component	A class consisting of "components." The components of a class of component securities may have different principal and/or interest payment characteristics but together constitute a single class. Each component of a class of component securities may be identified as falling into one or more of the categories in this list.
Fixed Rate	A class with an interest rate that is fixed throughout the life of the class.
Floating Rate	A class that receives interest payments based on an interest rate that fluctuates each payment period based on a designated index plus a specified margin.
Interest Only or IO	A class of securities with no principal balance and which is not entitled to principal payments. Interest usually accrues based on a specified notional amount.
Inverse Floating Rate	A class of securities where the pass-through rate adjusts based on the excess between a specified rate and LIBOR or another index.
Lock Out	A class of securities which is "locked out" of certain payments, usually principal, for a specified period of time.
Partial Accrual	A class that accretes a portion of the amount of accrued interest thereon, which amount will be

	added to the principal balance of such class on each applicable distribution date, with the remainder of such accrued interest to be distributed currently as interest on such class. Such accretion may continue until a specified event has occurred or until such Partial Accrual class is retired.
Principal Only	A class of securities which is not entitled to interest payments.
Planned Amortization Class or PAC	A class of securities with a principal balance that is reduced based on a schedule of principal balances, assuming a certain range of prepayment rates on the underlying assets.
Scheduled Principal	A class that is designed to receive principal payments using a predetermined principal balance schedule but is not designated as a Planned Amortization Class or Targeted Amortization Class. In many cases, the schedule is derived by assuming two constant prepayment rates for the underlying assets. These two rates are the endpoints for the "structuring range" for the scheduled principal class.
Senior Support	A class that absorbs the realized losses other than excess losses that would otherwise be allocated to a Super Senior Class after the related classes of subordinated securities are no longer outstanding.
Sequential Pay	Classes that receive principal payments in a prescribed sequence, that do not have predetermined principal balance schedules and that under all circumstances receive payments of principal continuously from the first distribution date on which they receive principal until they are retired. A single class that receives principal payments before or after all other classes in the same series of securities may be identified as a sequential pay class.

Super Senior	A class that will not bear its proportionate share of realized losses (other than excess losses) as its share is directed to another class, referred to as the "support class" until the class principal balance of the support class is reduced to zero.
Target Amortization Class or TAC	A class of securities with a principal balance that is reduced based on a scheduled of principal balances, assuming a certain targeted rate of prepayments on the related collateral.
Variable Rate	A class with an interest rate that resets periodically and is calculated by reference to the rate or rates of interest applicable to specified assets or instruments (e.g., the mortgage rates borne by the underlying loans).

A series may also include one or more classes of subordinated securities. Upon satisfaction of any conditions applicable to a particular class as described in the related prospectus supplement, the transfer of the securities may be registered, and the securities may be exchanged, at the office of the trustee without the payment of any service charge, other than any tax or governmental charge payable in connection with the registration of transfer or exchange. If specified in the related prospectus supplement, one or more classes of a series may be available in book-entry form only.

Unless otherwise provided in the related prospectus supplement, payments of principal of and interest on a series of securities will be made on each distribution date specified in the prospectus supplement by check mailed to holders of that series, registered as such at the close of business on the record date specified in the prospectus supplement that is applicable to that distribution date, at their addresses appearing on the security register. However, payments may be made by wire transfer (at the expense of the holder requesting payment by wire transfer) in circumstances described in the prospectus supplement. However, final payments of principal in retirement of each security will be made only upon presentation and surrender of the security at the office of the related trustee. Notice of the final payment on a security will be mailed to each holder before the distribution date on which the final principal payment is expected to be made.

Payments of principal and interest on the securities will be made by the trustee or the securities administrator, as applicable. Unless otherwise provided in the related prospectus supplement, the following amounts will be deposited directly into the collection account established for a particular series of securities with the trustee (or with the master servicer in the name of the trustee).:

- all payments with respect to the primary assets for that series (see, "—The Primary Assets and Their Valuation" below), together with reinvestment income thereon;

- amounts withdrawn from any cash, letters of credit, short-term investments or other instruments acceptable to the rating agencies identified in the prospectus supplement as rating that series and deposited in each reserve fund for the series established in the name of the trustee; and

- amounts available pursuant to any other credit enhancement for the series.

If provided in the related prospectus supplement, the deposits may be net of certain amounts payable to the servicer and any other person specified in the prospectus supplement. These amounts thereafter will be deposited into the separate distribution account established for the series and will be available to make payments on the related securities on the next distribution date. See "The Trust Funds—Collection and Distribution Accounts" in this prospectus.

The Primary Assets and Their Valuation

The primary assets of each trust fund may include one or more pools of the following:

- Residential Loans,

- Home Equity Loans,

- Home Improvement Contracts,

- Manufactured Housing Contracts,

- Agency Securities, and

- Private Label Securities.

When we use the term "loans" in this prospectus, we include Residential Loans, Home Equity Loans, Home Improvement Contracts and Manufactured Housing Contracts. The residential or mixed-use properties that secure the loans are collectively referred to in this prospectus as the "mortgaged properties."

If specified in the related prospectus supplement for a series of notes, each primary asset included in the related trust fund will be assigned an initial Asset Value. The initial Asset Value of the primary assets of the trust fund will be at least equal to the principal amount of the related notes on the date of issuance.

As to each series of securities, the mortgage loans will be selected for inclusion in the mortgage pool based on rating agency criteria, compliance with representations and warranties, and conformity to criteria relating to the characterization of securities for tax, ERISA, SMMEA, Form S-3 eligibility and other legal purposes.

Exchangeable Securities

General

As the related prospectus supplement will discuss, some series will include one or more classes of exchangeable securities. In any of these series, the holders specified in the related prospectus supplement, will be entitled, after notice and payment to the trustee of an administrative fee, to exchange all or a portion of those classes for proportionate interests in one or more of the other classes of exchangeable securities.

If the related prospectus supplement describes the issuance of exchangeable securities, all of these classes of exchangeable securities will be listed on the cover of the prospectus supplement. The classes of securities that are exchangeable for one another will be referred to in the related prospectus supplement as "related" to each other, and each related grouping of exchangeable securities will be referred to as a "combination." Each combination of exchangeable securities will be issued by the related trust fund and, in the aggregate, will represent a distinct combination of interests in the trust fund. At any time after their initial issuance, any class of exchangeable securities may be exchanged for the related class or classes of exchangeable securities. In some cases, multiple classes of exchangeable securities may be exchanged for one or more classes of related exchangeable securities.

Descriptions in the related prospectus supplement about the securities of that series, including descriptions of principal and interest distributions, registration and denomination of securities, credit enhancement, yield and prepayment considerations and tax, ERISA and legal investment considerations, will also apply to each class of exchangeable securities. The related prospectus supplement will separately describe the yield and prepayment considerations applicable to, and the risks of investment in, each class of exchangeable securities in a combination. For example, separate decrement tables and yield tables, if applicable, will be included for each class of a combination of exchangeable securities.

Exchanges

If a holder elects to exchange its exchangeable securities for related exchangeable securities the following three conditions must be satisfied:

- the aggregate principal balance of the exchangeable securities received in the exchange, immediately after the exchange, must equal the aggregate principal balance, immediately prior to the exchange, of the exchanged securities—for purposes of this condition, an interest only class will have a principal balance of zero;

- the annual interest amount payable with respect to the exchangeable securities received in the exchange must equal the aggregate annual interest amount of the exchanged securities; and

- the class or classes of exchangeable securities must be exchanged in the applicable proportions, if any, described in the related prospectus supplement.

There are different types of combinations that can exist. Any individual series of securities may have multiple types of combinations. Some examples of combinations include:

- A class of exchangeable securities with an interest rate that varies directly with changes in an index and a class of exchangeable securities with an interest rate that varies indirectly with changes in an index may be exchangeable for a class of exchangeable securities with a fixed interest rate. In this case, the classes that vary with an index would produce, in the aggregate, an annual interest amount equal to that generated by the class with a fixed interest rate. In addition, the aggregate principal balance of the two classes that vary with an index would equal the principal balance of the class with the fixed interest rate.

- An interest only class and principal only class of exchangeable securities may be exchangeable, together, for a class that is entitled to both principal and interest payments. The principal balance of the principal and interest class would be equal to the principal balance of the exchangeable principal only class, and the interest rate on the principal and interest class would be a fixed rate that when applied to the principal balance of this class would generate an annual interest amount equal to the annual interest amount of the exchangeable interest only class.

- Two classes of principal and interest classes with different fixed interest rates may be exchangeable, together, for a class that is entitled to both principal and interest payments, with a principal balance equal to the aggregate principal balance of the two exchanged classes, and a fixed interest rate that when applied to the principal balance of the exchanged for class, would generate an annual interest amount equal to the aggregate annual interest amount of the two exchanged classes.

These examples of combinations of exchangeable securities describe combinations of exchangeable securities which differ in their interest characteristics. In some series, a securityholder may be able to exchange its exchangeable securities for other exchangeable securities that have different principal payment characteristics. Examples of these types of combinations include:

- A class of exchangeable securities that accretes all of its interest for a specified period, with the accreted amount added to the principal balance of the accreting class, and a class of exchangeable securities that receives principal payments from these accretions may be exchangeable, together, for a single class of exchangeable securities that receives payments of principal continuously from the first distribution date on which it receives interest until it is retired.

- A class of exchangeable securities that is designed to receive principal payments in accordance with a predetermined schedule, or a planned amortization class, and a class of exchangeable securities that only receives principal payments on a distribution date if scheduled payments have been made on the planned

amortization class, may be exchangeable, together, for a class of exchangeable securities that receives principal payments without regard to the schedule from the first distribution date on which it receives principal until it is retired.

A number of factors may limit the ability of an exchangeable securityholder to effect an exchange. For example, the securityholder must own, at the time of the proposed exchange, the class or classes necessary to make the exchange in the necessary proportions. If a securityholder does not own the necessary classes or does not own the necessary classes in the proper proportions, the securityholder may not be able to obtain the desired class of exchangeable securities. The securityholder desiring to make the exchange may not be able to purchase the necessary class from the then-current owner at a reasonable price or the necessary proportion of the needed class may no longer be available due to principal payments or prepayments that have been applied to that class.

Procedures

The related prospectus supplement will describe the procedures that must be followed to make an exchange. A securityholder will be required to provide notice to the trustee five business days prior to the proposed exchange date or as otherwise specified in the related prospectus supplement. The notice must include the outstanding principal or notional amount of the securities to be exchanged and to be received, and the proposed exchange date. When the trustee receives this notice, it will provide instructions to the securityholder regarding delivery of the securities and payment of the administrative fee. A securityholder's notice to the trustee will become irrevocable on the second business day prior to the proposed exchange date. Any exchangeable securities in book-entry form will be subject to the rules, regulations and procedures applicable to DTC's book-entry securities.

If the related prospectus supplement describes exchange proportions for a combination of classes of exchangeable securities, these proportions will be based on the original, rather than the outstanding, principal or notional amounts of these classes.

The first payment on an exchangeable security received in an exchange will be made on the distribution date in the month following the month of the exchange or as otherwise described in the related prospectus supplement. This payment will be made to the securityholder of record as of the applicable record date.

Payments of Interest

The securities of each class that by their terms are entitled to receive interest will bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months or on the basis of a 360-day year and the actual number of days elapsed during the related accrual period, as specified in the related prospectus supplement) from the date and at the rate specified in the prospectus supplement, or will be entitled to receive interest payment amounts calculated in the method described in the prospectus supplement. Interest on the interest-bearing securities of a series will be payable on the distribution date specified in the related prospectus supplement. The rate of interest on securities of a series may be variable or may change with changes in the annual interest rates of the loans (or underlying loans) included in the related trust fund and/or as

prepayments occur with respect to the loans (or underlying loans). All indices that apply to pool assets with adjustable rates will be indices "that are of a type that are customarily used in the debt and fixed income markets to measure the cost of borrowed funds. Principal only securities may not be entitled to receive any interest distributions or may be entitled to receive only nominal interest distributions. Any interest on zero coupon securities that is not paid on the related distribution date will accrue and be added to principal on that date.

Interest payable on the securities on a distribution date will include all interest accrued during the period specified in the related prospectus supplement. In the event interest accrues during the calendar month preceding a distribution date, the effective yield to holders will be reduced from the yield that would otherwise be obtainable if interest payable on the securities were to accrue through the day immediately preceding that distribution date.

Payments of Principal

On each distribution date for a series, principal payments will be made to the holders of the securities on which principal is then payable, to the extent set forth in the prospectus supplement. The payments will be made in a total amount determined as specified in the prospectus supplement and will be allocated among the respective classes of the series in the manner, at the times and in the priority (which may include allocation by random lot) set forth in the prospectus supplement.

Final Scheduled Distribution Date

The final scheduled distribution date with respect to each class of a series of notes is the date no later the date on which the total principal balance of the class will be fully paid, and the final scheduled distribution date with respect to each class of a series of certificates is the date on which the principal balance of the class is expected to be reduced to zero, in each case calculated on the basis of the assumptions applicable to that series described in the related prospectus supplement. The final scheduled distribution date for each class of a series will be specified in the related prospectus supplement.

Since payments on the primary assets of each trust fund will be used to make distributions that reduce the outstanding principal amount of the related securities, it is likely that the actual final distribution date of any class will occur earlier, and may occur substantially earlier, than its final scheduled distribution date. Furthermore, with respect to a series of certificates, the actual final distribution date of any certificate may occur later than its final scheduled distribution date as a result of delinquencies, defaults and liquidations of the primary assets of the related trust fund. No assurance can be given as to the actual prepayment experience with respect to any series. See "—Weighted Average Lives of the Securities" below.

Special Redemption

If so specified in the prospectus supplement relating to a series of securities having other than monthly distribution dates, one or more classes of the securities may be subject to special redemption, in whole or in part, on the special redemption date specified in the related prospectus supplement if, as a consequence of prepayments on the loans (or underlying loans) or

low yields then available for reinvestment, the entity specified in the prospectus supplement determines, based on assumptions set forth in the applicable agreement, that the available interest amount that will have accrued on the securities through the designated interest accrual date specified in the related prospectus supplement is less than the amount of interest that will have accrued on the securities to that date. In this event and as further described in the related prospectus supplement, the trustee will redeem a principal amount of outstanding securities of the series sufficient to cause the available interest amount to equal the amount of interest that will have accrued through the designated interest accrual date for the securities outstanding immediately after the redemption.

Optional Redemption, Purchase or Termination

The depositor or the servicer or any other entity that may be designated in the related prospectus supplement will have the option, on any distribution date, to purchase one or more classes of certificates of any series or redeem, in whole or in part, one or more classes of notes of any series under the circumstances, if any, specified in the related prospectus supplement. Alternatively, if the prospectus supplement for a series of certificates so provides, the depositor, the servicer or another entity designated in the prospectus supplement will have the option to cause an early termination of the related trust fund by repurchasing all of the primary assets from the trust fund on or after a date specified in the prospectus supplement, or on or after such time as the total outstanding principal amount of the certificates or primary assets (as specified in the prospectus supplement) is equal to or less than the amount or percentage specified in the prospectus supplement. Notice of the redemption, purchase or termination must be given by the depositor, the trustee or the securities administrator, as applicable, prior to the related date. The redemption, purchase or repurchase price will be set forth in the prospectus supplement. In the event that a REMIC election has been made, the pooling and servicing agreement may require that the trustee or the securities administrator, as applicable, receive a satisfactory opinion of counsel that the optional redemption, purchase or termination will be conducted so as to constitute a "qualified liquidation" under Section 860F of the Internal Revenue Code of 1986, as amended, or the Code.

In addition, the prospectus supplement may provide other circumstances under which holders of securities of a series could be fully paid significantly earlier than would otherwise be the case if payments or distributions were solely based on the activity of the related primary assets.

Weighted Average Lives of the Securities

Weighted average life refers to the average amount of time that will elapse from the date of issue of a security until each dollar of principal of the security will be repaid to the investor. The weighted average life of the securities of a class will be influenced by the rate at which the amount financed under the loans (or underlying loans relating to the Agency Securities or Private Label Securities, as applicable), included in the trust fund for a series is paid, whether in the form of scheduled amortization or prepayments.

Prepayments on loans and other receivables can be measured relative to a prepayment standard or model. The prospectus supplement for each series of securities will describe the prepayment standard or model, if any, that is used and may contain tables setting forth the projected weighted average life of each class of securities of the series and the percentage of the original principal amount of each class of securities of the series that would be outstanding on specified distribution dates based on the assumptions stated in the prospectus supplement, including assumptions that prepayments on the loans (or underlying loans relating to the Agency Securities or Private Label Securities, as applicable) included in the related trust fund are made at rates corresponding to various percentages of the prepayment standard or model specified in the prospectus supplement.

There is, however, no assurance that prepayment of the loans (or underlying loans relating to the Agency Securities or Private Label Securities, as applicable) included in the related trust fund will conform to any level of any prepayment standard or model specified in the related prospectus supplement. The rate of principal prepayments on pools of loans may be influenced by a variety of factors, including job-related factors such as transfers, layoffs or promotions and personal factors such as divorce, disability or prolonged illness. Economic conditions, either generally or within a particular geographic area or industry, also may affect the rate of principal prepayments. Demographic and social factors may influence the rate of principal prepayments in that some borrowers have greater financial flexibility to move or refinance than do others. The deductibility of mortgage interest payments, servicing decisions and other factors also can affect the rate of principal prepayments. As a result, there can be no assurance as to the rate or timing of principal prepayments of the loans (or underlying loans) either from time to time or over the lives of the loans (or underlying loans).

The rate of prepayments of conventional housing loans and other receivables has fluctuated significantly in recent years. In general, however, if prevailing interest rates fall significantly below the interest rates on the loans (or underlying loans) for a series, the loans are likely to prepay at rates higher than if prevailing interest rates remain at or above the interest rates borne by the loans. In this regard, it should be noted that the loans (or underlying loans) for a series may have different interest rates. In addition, the weighted average life of a class of securities may be affected by the varying maturities of the loans (or underlying loans). If any loans (or underlying loans) for a series have actual terms to stated maturity that are less than those that were assumed in calculating the final scheduled distribution date of the related securities, one or more classes of the series may be fully paid prior to their respective final scheduled distribution date, even in the absence of prepayments and a reinvestment return higher than the Assumed Reinvestment Rate established by the rating agencies named in the related prospectus supplement.

The sponsor may, from time to time, implement programs designed to encourage refinancing. These programs may include, without limitation, modifications of existing loans, general or targeted solicitations, the offering of pre-approved applications, reduced origination fees or closing costs, or other financial incentives. Targeted solicitations may be based on a variety of factors, including the credit of the borrower or the location of the mortgaged property. In addition, the sponsor may encourage assumptions of mortgage loans, including defaulted mortgage loans, under which creditworthy borrowers assume the outstanding indebtedness of the mortgage loans which may be removed from the related mortgage pool. As a result of these

programs, with respect to the mortgage pool underlying any trust, the rate of principal prepayments of the mortgage loans in the mortgage pool may be higher than would otherwise be the case, and in some cases, the average credit or collateral quality of the mortgage loans remaining in the mortgage pool may decline.

The Trust Funds

General

The notes of each series will be secured by the pledge of the assets of the related trust fund, and the certificates of each series will represent interests in the assets of the related trust fund. The trust fund of each series will include assets purchased by the depositor from the sponsor and any other seller composed of:

- the primary assets of the trust fund;
- amounts available from the reinvestment of payments on the primary assets at any Assumed Reinvestment Rate that may be established by the rating agencies specified in the related prospectus supplement;
- any credit enhancement in the form of an irrevocable letter of credit, surety bond, insurance policy or other form of credit support;
- REO property consisting of any mortgaged property or home improvement that secured a loan but which is acquired by foreclosure or deed in lieu of foreclosure or repossession; and
- the amount, if any, initially deposited into the collection account or distribution account(s) for the series as specified in the related prospectus supplement.

The securities will be non-recourse obligations of the related trust fund. Holders of a series of notes may only proceed against the collateral securing that series in the case of a default with respect to the notes and may not proceed against any assets of the depositor or the related trust fund not pledged to secure the notes.

The primary assets for a series will be sold by the sponsor and any other seller to the depositor or purchased by the depositor in the open market or in privately negotiated transactions (which may include transactions with affiliates) and will be transferred by the depositor to the related trust fund. Loans relating to a series will be serviced by the servicer (which may be the sponsor or any other seller) that is specified in the related prospectus supplement. The servicer will service the loans pursuant to a pooling and servicing agreement with respect to a series of certificates, or a servicing agreement between the trust fund and servicer with respect to a series of notes.

If the prospectus supplement so provides, a trust fund relating to a series of securities may be a business trust formed under the laws of the state specified in the prospectus supplement pursuant to a trust agreement between the depositor and the trustee.

Each trust fund, prior to the initial offering of the related series of securities, will have no assets or liabilities. No trust fund is expected to engage in any activities other than:

- to acquire, manage and hold the related primary assets and other assets contemplated in this prospectus and in the related prospectus supplement, and the proceeds thereof,
- to issue the related securities,
- to make payments and distributions on the securities, and
- to perform certain related activities.

No trust fund is expected to have any source of capital other than its assets and any related credit enhancement.

Primary assets included in the trust fund for a series may consist of any combination of loans, Agency Securities and Private Label Securities, as and to the extent the related prospectus supplement specifies.

The Loans

General. Loans in each trust fund may consist of Residential Loans, Home Equity Loans, Home Improvement Contracts or Manufactured Housing Contracts. If specified in the related prospectus supplement, the loans in the related trust fund may include cooperative apartment loans secured by security interests in shares issued by private, non-profit, cooperative housing corporations and in the related proprietary leases or occupancy agreements granting exclusive rights to occupy specific dwelling units in the cooperatives' buildings. As more fully described in the related prospectus supplement, the loans may be either "conventional" loans or loans that are insured or guaranteed by a governmental agency like the FHA or VA. The loans will have been originated in accordance with the underwriting criteria specified in the related prospectus supplement.

In general, the loans in a pool will have monthly payments due on the first day of each month. However, as described in the related prospectus supplement, the loans in a pool may have payments due more or less frequently than monthly. In addition, payments may be due on any day during a month. The payment terms of the loans to be included in a trust fund will be described in the related prospectus supplement and may include any of the following features, all as described in this prospectus or in the related prospectus supplement and expanded upon in the related prospectus supplement:

- Interest may be payable at
    - a fixed rate,
    - a rate that adjusts from time to time in relation to an index that will be specified in the related prospectus supplement,

- a rate that is fixed for a period of time or under certain circumstances and is followed by an adjustable rate,

- a rate that otherwise varies from time to time, or

- a rate that is convertible from an adjustable rate to a fixed rate.

Changes to an adjustable rate may be subject to periodic limitations, maximum rates, minimum rates or a combination of these limitations. As specified in the related prospectus supplement, the loans may provide for payments in level monthly installments, for balloon payments, or for payments that are allocated to principal and interest according to the "sum of the digits" or "Rule of 78s" methods. Accrued interest may be deferred and added to the principal of a loan for the periods and under the circumstances as may be specified in the related prospectus supplement. Loans may provide for the payment of interest at a rate lower than the specified loan rate for a period of time or for the life of the loan, and the amount of any difference may be contributed from funds supplied by the sponsor or any other seller of the property or another source.

- Principal may be

  - payable on a level debt service basis to fully amortize the loan over its term,

  - calculated on the basis of an assumed amortization schedule that is significantly longer than the original term to maturity or on an interest rate that is different from the loan rate, or

  - nonamortizing during all or a portion of the original term.

Payment of all or a substantial portion of the principal may be due on maturity in the form of a balloon payment. Principal may include interest that has been deferred and added to the principal balance of the loan.

- Monthly payments of principal and interest may

  - be fixed for the life of the loan,

  - increase over a specified period of time or

  - change from period to period.

  Loans may include limits on periodic increases or decreases in the amount of monthly payments and may include maximum or minimum amounts of monthly payments.

Prepayments of principal may be conditioned on payment of a prepayment fee, which may be fixed for the life of the loan or may decline over time, and may be prohibited for the life of the loan or for particular lockout periods. Some loans may permit prepayments after expiration of the applicable lockout period and may require the payment of a prepayment fee in connection with any subsequent prepayment. Other loans may permit prepayments without

payment of a fee unless the prepayment occurs during specified time periods. The loans may include "due on sale" clauses which permit the mortgagee to demand payment of the entire loan in connection with the sale or transfers of the related property. Other loans may be assumable by persons meeting the then applicable underwriting standards of the related seller.

A trust fund may contain buydown loans that include provisions for a third party to subsidize partially the monthly payments of the borrowers on those loans during the early years of those loans, the difference to be made up from a buydown fund contributed by that third party at the time of origination of the loan. A buydown fund will be in an amount equal either to the discounted value or full aggregate amount of future payment subsidies. The underlying assumption of buydown plans is that the income of the borrower will increase during the buydown period as a result of normal increases in compensation and inflation, so that the borrower will be able to meet the full loan payments at the end of the buydown period. If assumption of increased income is not fulfilled, the possibility of defaults on buydown loans is increased. The related prospectus supplement will contain information with respect to any buydown loan concerning limitations on the interest rate paid by the borrower initially, on annual increases in the interest rate and on the length of the buydown period.

When we use the term "mortgaged property" in this prospectus, we mean the real property which secures repayment of the related loan. Home Improvement Contracts and Manufactured Housing Contracts may, and the other loans will, be secured by mortgages or deeds of trust or other similar security instruments creating a lien on a mortgaged property. In the case of Home Equity Loans, the related liens may be subordinated to one or more senior liens on the related mortgaged properties as further described in the prospectus supplement. As specified in the related prospectus supplement, home improvement contracts and manufactured housing contracts may be unsecured or secured by purchase money security interests in the financed home improvements and the financed manufactured homes. When we use the term "properties" in this prospectus supplement, we mean the related mortgaged properties, home improvements and manufactured homes. The properties relating to the loans will consist primarily of single-family properties, meaning detached or semi-detached one- to four-family dwelling units, townhouses, rowhouses, individual condominium units, individual units in planned unit developments and other dwelling units, or mixed-use properties. Any mixed-use property will not exceed three stories and its primary use will be for one- to four-family residential occupancy, with the remainder of its space for retail, professional or other commercial uses. Any non-residential use will be in compliance with local zoning laws and regulations. Properties may include vacation and second homes, investment properties and leasehold interests. In the case of leasehold interests, the term of the leasehold will exceed the scheduled maturity of the related loan by a time period specified in the related prospectus supplement. The properties may be located in any one of the fifty states, the District of Columbia, Guam, Puerto Rico or any other territory of the United States.

Loans with specified loan-to-value ratios and/or principal balances may be covered wholly or partially by primary mortgage guaranty insurance policies. The existence, extent and duration of any coverage provided by primary mortgage guaranty insurance policies will be described in the related prospectus supplement.

Home Equity Loans. The primary assets for a series may consist, in whole or in part, of, closed-end home equity loans, revolving credit line home equity loans or certain balances forming a part of the revolving credit line loans, secured by mortgages creating senior or junior liens primarily on one- to four-family residential or mixed-use properties. The full principal amount of a closed-end loan is advanced at origination of the loan and generally is repayable in equal (or substantially equal) installments of an amount sufficient to fully amortize the loan at its stated maturity. Unless otherwise described in the related prospectus supplement, the original terms to stated maturity of closed-end loans will not exceed 360 months. Principal amounts of a revolving credit line loan may be drawn down (up to the maximum amount set forth in the related prospectus supplement) or repaid from time to time, but may be subject to a minimum periodic payment. Except to the extent provided in the related prospectus supplement, the trust fund will not include any amounts borrowed under a revolving credit line loan after the cut-off date designated in the prospectus supplement. As more fully described in the related prospectus supplement, interest on each revolving credit line loan, excluding introductory rates offered from time to time during promotional periods, is computed and payable monthly on the average daily principal balance of that loan. Under certain circumstances, a borrower under either a revolving credit line loan or a closed-end loan may choose an interest-only payment option. In this case only the amount of interest that accrues on the loan during the billing cycle must be paid. An interest-only payment option may be available for a specified period before the borrower must begin making at least the minimum monthly payment of a specified percentage of the average outstanding balance of the loan.

The rate of prepayment on Home Equity Loans cannot be predicted. Home Equity Loans have been originated in significant volume only during the past few years and the depositor is not aware of any publicly available studies or statistics on the rate of their prepayment. The prepayment experience of the related trust fund may be affected by a wide variety of factors, including general economic conditions, prevailing interest rate levels, the availability of alternative financing and homeowner mobility and the frequency and amount of any future draws on any revolving credit line loans. Other factors that might be expected to affect the prepayment rate of a pool of Home Equity Loans include the amounts of, and interest rates on, the underlying first mortgage loans, and the use of first mortgage loans as long-term financing for home purchase and junior mortgage loans as shorter-term financing for a variety of purposes, including home improvement, education expenses and purchases of consumer durables such as automobiles. Accordingly, Home Equity Loans may experience a higher rate of prepayment than traditional fixed-rate first mortgage loans. On the other hand, because Home Equity Loans such as the revolving credit line loans generally are not fully amortizing, the absence of voluntary borrower prepayments could cause rates of principal payments to be lower than, or similar to, those of traditional fully-amortizing first mortgage loans. Any future limitations on the right of borrowers to deduct interest payments on Home Equity Loans for federal income tax purposes may further increase the rate of prepayments of the Home Equity Loans. Moreover, the enforcement of a "due-on-sale" provision (as described below) will have the same effect as a prepayment of the related Home Equity Loans. See "Material Legal Aspects of the Loans—Due-on-Sale Clauses in Mortgage Loans" in this prospectus.

Collections on revolving credit line loans may vary for a number of reasons, including those listed below.

- A borrower may make a payment during a month in an amount that is as little as the minimum monthly payment for that month or, during the interest-only period for certain revolving credit line loans (and, in more limited circumstances, closed-end loans with respect to which an interest-only payment option has been selected), the interest, fees and charges for that month.

- A borrower may make a payment that is as much as the entire principal balance plus accrued interest and related fees and charges during a month.

- A borrower may fail to make the required periodic payment.

- Collections on the mortgage loans may vary due to seasonal purchasing and the payment habits of borrowers.

Each single family property will be located on land owned in fee simple by the borrower or on land leased by the borrower for a term at least ten years (unless otherwise provided in the related prospectus supplement) greater than the term of the related loan. Attached dwellings may include owner-occupied structures where each borrower owns the land upon which the unit is built, with the remaining adjacent land owned in common or dwelling units subject to a proprietary lease or occupancy agreement in a cooperatively owned apartment building. Mortgages on cooperative dwelling units consist of a lien on the shares issued by the cooperative dwelling corporation and the proprietary lease or occupancy agreement relating to the cooperative dwelling.

The aggregate principal balance of loans secured by single family properties that are owner-occupied will be disclosed in the related prospectus supplement. The sole basis for a representation that a given percentage of the loans are secured by single family property that is owner-occupied will be either

- a representation by the borrower at origination of the loan either that the underlying mortgaged property will be used by the borrower for a period of at least six months every year or that the borrower intends to use the mortgaged property as a primary residence, or

- a finding that the address of the underlying mortgaged property is the borrower's mailing address as reflected in the servicer's records.

To the extent specified in the related prospectus supplement, single family properties may include non-owner occupied investment properties and vacation and second homes.

Home Improvement Contracts. The primary assets for a series may consist, in whole or in part, of home improvement installment sales contracts and installment loan agreements originated by home improvement contractors in the ordinary course of business. As specified in the related prospectus supplement, the Home Improvement Contracts will be either unsecured or secured by senior or junior mortgages primarily on single family properties, or by purchase

money security interests in the related home improvements. The Home Improvement Contracts will be fully amortizing and may have fixed interest rates or adjustable interest rates and may provide for other payment characteristics as described below and in the related prospectus supplement.

The home improvements securing the Home Improvement Contracts include, but are not limited to, replacement windows, house siding, new roofs, swimming pools, satellite dishes, kitchen and bathroom remodeling goods and solar heating panels.

Manufactured Housing Contracts. The trust fund assets for a series may consist, in whole or part, of conventional manufactured housing installment sales contracts and installment loan agreements originated by a manufactured housing dealer in the ordinary course of business. As specified in the related prospectus supplement, the Manufactured Housing Contracts will be secured by manufactured homes, located in any of the fifty states or the District of Columbia or by mortgages on the real estate on which the manufactured homes are located.

The manufactured homes securing the Manufactured Housing Contracts will consist of manufactured homes within the meaning of 42 United States Code, Section 5402(6), or manufactured homes meeting those other standards as shall be described in the related prospectus supplement. Section 5402(6) defines a "manufactured home" as "a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; except that the term shall include any structure which meets all the requirements of [this] paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under [this] chapter."

Manufactured homes, unlike mortgaged properties, generally depreciate in value. Consequently, at any time after origination it is possible, especially in the case of contracts with high loan-to-value ratios at origination, that the market value of a manufactured home or home improvement may be lower than the principal amount outstanding under the related contract.

Additional Information. The selection criteria applicable to the loans will be specified in the related prospectus supplement. These include, but are not limited to, the combined loan-to-value ratios or loan-to-value ratios, as applicable, original terms to maturity and delinquency information.

The loans for a series of securities may include loans that do not amortize their entire principal balance by their stated maturity in accordance with their terms but require a balloon payment of the remaining principal balance at maturity, as specified in the related prospectus supplement. As further described in the related prospectus supplement, the loans for a series of securities may include loans that do not have a specified stated maturity.

The loans will be either conventional contracts or contracts insured by the Federal Housing Administration (FHA) or partially guaranteed by the Veterans Administration (VA). Loans designated in the related prospectus supplement as insured by the FHA will be insured under various FHA programs as authorized under the United States Housing Act of 1937, as amended. These programs generally limit the principal amount and interest rates of the mortgage loans insured. Loans insured by the FHA generally require a minimum down payment of approximately 5% of the original principal amount of the loan. No FHA-insured loans relating to a series of securities may have an interest rate or original principal amount exceeding the applicable FHA limits at the time or origination of such loan.

The insurance premiums for loans insured by the FHA are collected by lenders approved by the Department of Housing and Urban Development (HUD) and are paid to the FHA. The regulations governing FHA single-family mortgage insurance programs provide that insurance benefits are payable either upon foreclosure (or other acquisition of possession) and conveyance of the mortgaged premises to HUD or upon assignment of the defaulted loan to HUD. With respect to a defaulted FHA-insured loan, the servicer is limited in its ability to initiate foreclosure proceedings. When it is determined, either by the servicer or HUD, that default was caused by circumstances beyond the borrower's control, the servicer is expected to make an effort to avoid foreclosure by entering, if feasible, into one of a number of available forms of forbearance plans with the borrower. Such plans may involve the reduction or suspension of regular mortgage payments for a specified period, with such payments to be made upon or before the maturity date of the mortgage, or the recasting of payments due under the mortgage up to or beyond the maturity date. In addition, when a default caused by such circumstances is accompanied by certain other criteria, HUD may provide relief by making payments to the servicer in partial or full satisfaction of amounts due under the loan (which payments are to be repaid by the borrower to HUD) or by accepting assignment of the loan from the servicer. With certain exceptions, at least three full monthly installments must be due and unpaid under the loan and HUD must have rejected any request for relief from the borrower before the servicer may initiate foreclosure proceedings.

HUD has the option, in most cases, to pay insurance claims in cash or in debentures issued by HUD. Currently, claims are being paid in cash, and claims have not been paid in debentures since 1965. HUD debentures issued in satisfaction of FHA insurance claims bear interest at the applicable HUD debenture interest rate. The servicer of each FHA-insured loan will be obligated to purchase any such debenture issued in satisfaction of a loan upon default for an amount equal to the principal amount of the debenture.

The amount of insurance benefits generally paid by the FHA is equal to the entire unpaid principal amount of the defaulted loan adjusted to reimburse the servicer for certain costs and expenses and to deduct certain amounts received or retained by the servicer after default. When entitlement to insurance benefits results from foreclosure (or other acquisition of possession) and conveyance to HUD, the servicer is compensated for no more than two-thirds of its foreclosure costs, and is compensated for interest accrued and unpaid prior to the date of foreclosure but in general only to the extent it was allowed pursuant to a forbearance plan approved by HUD. When entitlement to insurance benefits results from assignment of the loan to HUD, the insurance payment includes full compensation for interest accrued and unpaid to the assignment date. The insurance payment itself, upon foreclosure of an FHA-insured loan, bears interest

from a date 30 days after the borrower's first uncorrected failure to perform any obligation to make any payment due under the loan and, upon assignment, from the date of assignment to the date of payment of the claim, in each case at the same interest rate as the applicable HUD debenture interest rate as described above.

Loans designated in the related prospectus supplement as guaranteed by the VA will be partially guaranteed by the VA under the Serviceman's Readjustment Act of 1944, as amended. The Serviceman's Readjustment Act permits a veteran (or in certain instances, the spouse of a veteran) to obtain a mortgage loan guaranty by the VA covering mortgage financing of the purchase of a one- to four-family dwelling unit at interest rates permitted by the VA. The program has no mortgage loan limits, requires no down payment from the purchaser and permits the guarantee of mortgage loans of up to 30 years' duration.

The maximum guaranty that may be issued by the VA under a VA-guaranteed mortgage loan depends upon the original principal amount of the mortgage loan, as further described in 38 United States Code Section 1803(a), as amended. The liability on the guaranty is reduced or increased pro rata with any reduction or increase in the amount of indebtedness, but in no event will the amount payable on the guaranty exceed the amount of the original guaranty. The VA may, at its option and without regard to its guaranty, make full payment to a mortgage holder of unsatisfied indebtedness on a mortgage upon its assignment to the VA.

With respect to a defaulted VA-guaranteed loan, the servicer is, absent exceptional circumstances, authorized to announce its intention to foreclose only when the default has continued for three months. Generally, a claim for the guaranteed amount is submitted to the VA after liquidation of the related mortgaged property.

The amount payable under a VA guaranty will be the percentage of the VA-insured loan originally guaranteed by the VA applied to the indebtedness outstanding as of the applicable date of computation specified in the VA regulations. Payments under the guaranty will be equal to the unpaid principal amount of the loan, interest accrued on the unpaid balance of the loan to the appropriate date of computation and limited expenses of the mortgagee, but in each case only to the extent that such amounts have not been recovered through liquidation of the mortgaged property. The amount payable under the guaranty may in no event exceed the amount of the original guaranty.

The prospectus supplement for each series will provide information with respect to the loans that are primary assets of the related trust fund as of the cut-off date, including, among other things, and to the extent relevant:

- the aggregate unpaid principal balance of the loans;

- the range and weighted average interest rates on the loans and, in the case of adjustable rate loans, the range and weighted average of the current interest rates and the lifetime interest rate caps, if any;

- the range and average principal balance of the loans;

- the weighted average original and remaining terms to stated maturity of the loans and the range of original and remaining terms to stated maturity, if applicable;

- the range and weighted average of combined loan-to-value ratios or loan-to-value ratios for the loans, as applicable;

- the percentage (by principal balance as of the cut-off date) of loans that accrue interest at adjustable or fixed interest rates;

- any special hazard insurance policy or bankruptcy bond or other enhancement relating to the loans;

- the percentage (by principal balance as of the cut-off date) of loans that are secured by mortgaged properties or home improvements or that are unsecured;

- the geographic distribution of any mortgaged properties securing the loans;

- for loans that are secured by single family properties, the percentage (by principal balance as of the cut-off date) secured by shares relating to cooperative dwelling units, condominium units, investment property and vacation or second homes;

- the lien priority of the loans;

- the delinquency status and year of origination of the loans;

- whether the loans are closed-end loans and/or revolving credit line loans; and

- in the case of revolving credit line loans, the general payments and credit line terms of those loans and other pertinent features.

The prospectus supplement will also specify any other limitations on the types or characteristics of the loans in the trust fund for the related series of securities.

A Current Report on Form 8-K will be sent, upon request, to holders of the related series of securities and will be filed, together with the related pooling and servicing agreement, with respect to each series of certificates, or the related servicing agreement, owner trust agreement and indenture, with respect to each series of notes, with the Commission after the initial issuance of the securities. In the event that mortgage loans are added to or deleted from the trust fund after the date of the related prospectus supplement but on or before the date of issuance of the securities or if any material pool characteristic differs by 5% or more from the description in the prospectus supplement, revised disclosure will be provided either in a supplement or in a Current Report on Form 8-K which will be available to investors on the SEC website.

FICO Scores

The FICO Score is a statistical ranking of likely future credit performance developed by Fair, Isaac & Company and the three national credit repositories-Equifax, Trans Union and First American (formerly Experian which was formerly TRW). The FICO Scores available from the

three national credit repositories are calculated by the assignment of weightings to the most predictive data collected by the credit repositories and range from the 300's to the 900's. Although the FICO Scores are based solely on the information at the particular credit repository, such FICO Scores have been calibrated to indicate the same level of credit risk regardless of which credit repository is used. The FICO Scores is used along with, but not limited to, mortgage payment history, seasoning on bankruptcy and/or foreclosure, and is not a substitute for the underwriter's judgment.

Private Label Securities

General. Primary assets for a series may consist, in whole or in part, of Private Label Securities or PLS (*i.e.*, private mortgage-backed asset-backed securities) that include:

- pass-through certificates representing beneficial interests in underlying loans of a type that would otherwise be eligible to be loans held directly by the trust fund, or
- collateralized obligations secured by underlying loans of a type that would otherwise be eligible to be loans held directly by the trust fund.

The Private Label Securities will previously have been

- offered and distributed to the public pursuant to an effective registration statement, or
- purchased in a transaction not involving any public offering from a person that is not an affiliate of the Private Label Securities at the time of sale (nor its affiliate at any time during the three preceding months) and a period of two years has elapsed since the date the Private Label Securities were acquired from the issuing entity or its affiliate, whichever is later.

Although individual underlying loans may be insured or guaranteed by the United States or one of its agencies or instrumentalities, they need not be, and the Private Label Securities themselves may be, but need not be, insured or guaranteed.

The Private Label Securities will have been issued pursuant to a pooling and servicing agreement, a trust agreement or similar agreement. The seller/servicer of the underlying loans will have entered into a PLS agreement with the PLS trustee. The PLS trustee, its agent or a custodian will take possession of the underlying loans. The underlying loans will be serviced by the PLS servicer directly or by one or more sub-servicers subject to the supervision of the PLS servicer.

The issuer of Private Label Securities will be

- a financial institution or other entity engaged generally in the business of lending,
- a public agency or instrumentality of a state, local or federal government, or
- a limited purpose corporation organized for the purpose of, among other things, establishing trusts and acquiring and selling loans to such trusts, and selling beneficial interests in trusts.

If specified in the prospectus supplement, the PLS issuer may be an affiliate of the depositor. The obligations of the PLS issuer generally will be limited to certain representations and warranties that it makes with respect to the assets it conveys to the related trust. The PLS issuer will not have guaranteed any of the assets conveyed to the related trust or any of the Private Label Securities issued under the PLS agreement.

Distributions of principal and interest will be made on the Private Label Securities on the dates specified in the related prospectus supplement. The Private Label Securities may be entitled to receive nominal or no principal distributions or nominal or no interest distributions. Principal and interest distributions will be made on the Private Label Securities by the PLS trustee or the PLS servicer. The PLS issuer or the PLS servicer may have the right to repurchase the underlying loans after a certain date or under other circumstances specified in the related prospectus supplement.

The loans underlying the Private Label Securities may be fixed rate, level payment, fully amortizing loans or adjustable rate loans or loans having balloon or other irregular payment features. The underlying loans will be secured by mortgages on mortgaged properties.

Credit Support Relating to Private Label Securities. Credit support in the form of reserve funds, subordination of other private securities issued under the PLS agreement, guarantees, cash collateral accounts, security policies or other types of credit support may be provided with respect to the underlying loans or with respect to the Private Label Securities themselves. The type, characteristics and amount of credit support will be a function of the characteristics of the underlying loans and other factors and will be based on the requirements of the nationally recognized statistical rating organization that rated the Private Label Securities.

Additional Information. If the primary assets of a trust fund include Private Label Securities, the related prospectus supplement will specify the items listed below, to the extent relevant and to the extent information is reasonably available to the depositor and the depositor reasonably believes the information to be reliable below:

- the total approximate principal amount and type of the Private Label Securities to be included in the trust fund,
- the maximum original term to stated maturity of the Private Label Securities,
- the weighted average term to stated maturity of the Private Label Securities,
- the pass-through or certificate rate or range of rates of the Private Label Securities,
- the PLS issuer, the PLS servicer (if other than the PLS issuer) and the PLS trustee,
- certain characteristics of any credit support such as reserve funds, security policies or guarantees relating to the underlying loans or to the Private Label Securities themselves;
- the terms on which underlying loans may, or are required to, be purchased prior to their stated maturity or the stated maturity of the Private Label Securities, and

- the terms on which underlying loans may be substituted for those originally underlying the Private Label Securities.

In addition, the related prospectus supplement will provide information about the loans underlying the Private Label Securities, including

- the payment features of the underlying loans (*i.e.*, whether closed-end loans or revolving credit line loans, whether fixed rate or adjustable rate, whether level payment or balloon payment loans),

- the approximate aggregate principal balance, if known, of the underlying loans insured guaranteed by a governmental entity,

- the servicing fee or range of servicing fees with respect to the underlying loans,

- the minimum and maximum stated maturities of the underlying loans at origination,

- the lien priority of the underlying loans, and

- the delinquency status (disclosed in 30/31 day buckets) and year of origination of the underlying loans.

The above disclosure may be on an approximate basis and will be as of the date specified in the related prospectus supplement.

Agency Securities

Ginnie Mae. The Government National Mortgage Association (Ginnie Mae) is a wholly-owned corporate instrumentality of HUD. Section 306(g) of Title II of the National Housing Act of 1934, as amended, authorizes Ginnie Mae to, among other things, guarantee the timely payment of principal of and interest on certificates which represent an interest in a pool of mortgage loans insured by the FHA under the National Housing Act of 1934 or Title V of the National Housing Act of 1949, or partially guaranteed by the VA under the Servicemen's Readjustment Act of 1944, as amended, or Chapter 37 of Title 38 of the United States Code.

Section 306 (g) of the National Housing Act of 1934 provides that "the full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guarantee under this subsection." In order to meet its obligations under any guarantee under Section 306 (g) of the National Housing Act, Ginnie Mae may, under Section 306(d) of the National Housing Act, borrow from the United States Treasury in an amount which is at any time sufficient to enable Ginnie Mae, with no limitations as to amount, to perform its obligations under its guarantee.

Ginnie Mae Certificates. Each Ginnie Mae certificate held in a trust fund for a series of securities will be a "fully modified pass-through" mortgaged-backed certificate issued and serviced by a mortgage banking company or other financial concern approved by Ginnie Mae or approved by Fannie Mae as a seller-servicer of FHA loans and/or VA loans. Each Ginnie Mae certificate may be a GNMA I certificate or a GNMA II certificate. The mortgage loans

underlying the Ginnie Mae certificates will consist of FHA loans and/or VA loans. Each mortgage loan of this type is secured by a one- to four-family residential property or a manufactured home. Ginnie Mae will approve the issuance of each Ginnie Mae certificate in accordance with a guaranty agreement between Ginnie Mae and the issuer and servicer of the Ginnie Mae certificate. Pursuant to its guaranty agreement, a Ginnie Mae servicer will be required to advance its own funds in order to make timely payments of all amounts due on each of the related Ginnie Mae certificates, even if the payments received by the Ginnie Mae servicer on the FHA loans or VA loans underlying each of those Ginnie Mae certificates are less than the amounts due on those Ginnie Mae certificates.

The full and timely payment of principal of and interest on each Ginnie Mae certificate will be guaranteed by Ginnie Mae, which obligation is backed by the full faith and credit of the United States. Each Ginnie Mae certificate will have an original maturity of not more than 40 years (but may have original maturities of substantially less than 40 years). Each Ginnie Mae certificate will provide for the payment by or on behalf of the Ginnie Mae servicer to the registered holder of the Ginnie Mae certificate of scheduled monthly payments of principal and interest equal to the registered holder's proportionate interest in the aggregate amount of the monthly principal and interest payment on each FHA loan or VA loan underlying the Ginnie Mae certificate, less the applicable servicing and guarantee fee which together equal the difference between the interest on the FHA loans or VA loans and the pass-through rate on the Ginnie Mae certificate. In addition, each payment will include proportionate pass-through payments of any prepayments of principal on the FHA loans or VA loans underlying the Ginnie Mae certificate and liquidation proceeds in the event of a foreclosure or other disposition of any the related FHA loans or VA loans.

If a Ginnie Mae servicer is unable to make the payments on a Ginnie Mae certificate as it becomes due, it must promptly notify Ginnie Mae and request Ginnie Mae to make the payment. Upon notification and request, Ginnie Mae will make payments directly to the registered holder of a Ginnie Mae certificate. In the event no payment is made by a Ginnie Mae servicer and the Ginnie Mae servicer fails to notify and request Ginnie Mae to make the payment, the holder of the related Ginnie Mae certificate will have recourse only against Ginnie Mae to obtain the payment. The trustee or its nominee, as registered holder of the Ginnie Mae certificates held in a trust fund, will have the right to proceed directly against Ginnie Mae under the terms of the guaranty agreements relating to the Ginnie Mae certificates for any amounts that are not paid when due.

Except for pools of mortgage loans secured by manufactured homes, all mortgage loans underlying a particular Ginnie Mae certificate must have the same interest rate over the term of the loan. The interest rate on a GNMA I certificate will equal the interest rate on the mortgage loans included in the pool of mortgage loans underlying the GNMA I certificate, less one-half percentage point per year of the unpaid principal balance of the mortgage loans.

Mortgage loans underlying a particular GNMA II certificate may have annual interest rates that vary from each other by up to one percentage point. The interest rate on each GNMA II certificate will be between one-half percentage point and one and one-half percentage points lower than the highest interest rate on the mortgage loans included in the pool of mortgage loans underlying the GNMA II certificate (except for pools of mortgage loans secured by manufactured homes).

Regular monthly installment payments on each Ginnie Mae certificate will be comprised of interest due as specified on a Ginnie Mae certificate plus the scheduled principal payments on the FHA loans or VA loans underlying the Ginnie Mae certificate due on the first day of the month in which the scheduled monthly installments on the Ginnie Mae certificate is due. Regular monthly installments on each Ginnie Mae certificate, are required to be paid to the trustee identified in the related prospectus supplement as registered holder by the 15th day of each month in the case of a GNMA I certificate, and are required to be mailed to the trustee by the 20th day of each month in the case of a GNMA II certificate. Any principal prepayments on any FHA loans or VA loans underlying a Ginnie Mae certificate held in a trust fund or any other early recovery of principal on a loan will be passed through to the trustee identified in the related prospectus supplement as the registered holder of the Ginnie Mae certificate.

Ginnie Mae certificates may be backed by graduated payment mortgage loans or by "buydown" mortgage loans for which funds will have been provided, and deposited into escrow accounts, for application to the payment of a portion of the borrowers' monthly payments during the early years of those mortgage loans. Payments due the registered holders of Ginnie Mae certificates backed by pools containing "buydown" mortgage loans will be computed in the same manner as payments derived from other Ginnie Mae certificates and will include amounts to be collected from both the borrower and the related escrow account. The graduated payment mortgage loans will provide for graduated interest payments that, during the early years of the mortgage loans, will be less than the amount of stated interest on the mortgage loans. The interest not so paid will be added to the principal of the graduated payment mortgage loans and, together with interest on that interest, will be paid in subsequent years. The obligations of Ginnie Mae and of a Ginnie Mae issuer/servicer will be the same irrespective of whether the Ginnie Mae certificates are backed by graduated payment mortgage loans or "buydown" mortgage loans. No statistics comparable to the FHA's prepayment experience on level payment, non-buydown loans are available in inspect of graduated payment or buydown mortgages. Ginnie Mae certificates related to a series of certificates may be held in book-entry form.

Fannie Mae. The Federal National Mortgage Association (Fannie Mae) is a federally chartered and privately owned corporation organized and existing under the Federal National Mortgage Association Charter Act. Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market and was transformed into a stockholder-owned and privately managed corporation by legislation enacted in 1968.

Fannie Mae provides funds to the mortgage market primarily by purchasing mortgage loans from lenders. Fannie Mae acquires funds to purchase mortgage loans from many capital market investors that may not ordinarily invest in mortgages. In so doing, it expands the total

amount of funds available for housing. Operating nationwide, Fannie Mae helps to redistribute mortgage funds from capital-surplus to capital-short areas.

Fannie Mae Certificates. Fannie Mae certificates are either guaranteed mortgage pass-through certificates or stripped mortgage-backed securities. The following discussion of Fannie Mae certificates applies equally to both types of Fannie Mae certificates, except as otherwise indicated. Each Fannie Mae certificate to be included in the trust fund for a series of securities will represent a fractional undivided interest in a pool of mortgage loans formed by Fannie Mae. Each pool formed by Fannie Mae will consist of mortgage loans of one of the following types:

- fixed-rate level installment conventional mortgage loans,
- fixed-rate level installment mortgage loans that are insured by FHA or partially guaranteed by the VA,
- adjustable rate conventional mortgage loans, or
- adjustable rate mortgage loans that are insured by the FHA or partially guaranteed by the VA.

Each mortgage loan must meet the applicable standards set forth under the Fannie Mae purchase program and will be secured by a first lien on a one- to four-family residential property.

Each Fannie Mae certificate will be issued pursuant to a trust indenture. Original maturities of substantially all of the conventional, level payment mortgage loans underlying a Fannie Mae certificate are expected to be between either eight to 15 years or 20 to 40 years. The original maturities of substantially all of the fixed rate level payment FHA loans or VA loans are expected to be 30 years.

Mortgage loans underlying a Fannie Mae certificate may have annual interest rates that vary by as much as two percentage points from one another. The rate of interest payable on a Fannie Mae guaranteed mortgage-backed certificate and the series pass-through rate payable with respect to a Fannie Mae stripped mortgage-backed security is equal to the lowest interest rate of any mortgage loan in the related pool, less a specified minimum annual percentage representing servicing compensation and Fannie Mae's guaranty fee. Under a regular servicing option pursuant to which the mortgagee or other servicer assumes the entire risk of foreclosure losses, the annual interest rates on the mortgage loans underlying a Fannie Mae certificate will be between 50 basis points and 250 basis points greater than the annual pass-through rate, in the case of a Fannie Mae guaranteed mortgage-backed certificate, or the series pass-through rate in the case of a Fannie Mae stripped mortgage-backed security. Under a special servicing option pursuant to which Fannie Mae assumes the entire risk for foreclosure losses, the annual interest rates on the mortgage loans underlying a Fannie Mae certificate will generally be between 55 basis points and 255 basis points greater than the annual pass-through rate, in the case of a Fannie Mae guaranteed mortgage-backed certificate, or the series pass-through rate in the case of a Fannie Mae stripped mortgage-backed security.

Fannie Mae guarantees to each registered holder of a Fannie Mae certificate that it will distribute on a timely basis amounts representing the holder's proportionate share of scheduled principal and interest payments at the applicable pass-through rate provided for by the Fannie Mae certificate on the underlying mortgage loans, whether or not received, and the holder's proportionate share of the full principal amount of any foreclosed or other finally liquidated mortgage loan, whether or not the principal amount is actually recovered. The obligations of Fannie Mae under its guarantees are obligations solely of Fannie Mae and are not backed by, or entitled to, the full faith and credit of the United States. If Fannie Mae were unable to satisfy its obligations, distributions to holders of Fannie Mae certificates would consist solely of payments and other recoveries on the underlying mortgage loans and, accordingly, monthly distributions to holders of Fannie Mae certificates would be affected by delinquent payments and defaults on those mortgage loans.

Fannie Mae stripped mortgage-backed securities are issued in series of two or more classes, with each class representing a specified undivided fractional interest in principal distributions and interest distributions, adjusted to the series pass-through rate, on the underlying pool of mortgage loans. The fractional interests of each class in principal and interest distributions are not identical, but the classes in the aggregate represent 100% of the principal distributions and interest distributions, adjusted to the series pass-through rate, on the respective pool. Because of the difference between the fractional interests in principal and interest of each class, the effective rate of interest on the principal of each class of Fannie Mae stripped mortgage-backed securities may be significantly higher or lower than the series pass-through rate and/or the weighted average interest rate of the underlying mortgage loans.

Unless otherwise specified by Fannie Mae, Fannie Mae certificates evidencing interests in pools of mortgages formed on or after May 1, 1985 will be available in book-entry form only. Distributions of principal and interest on each Fannie Mae certificate will be made by Fannie Mae on the 25th day of each month to the persons in whose name the Fannie Mae certificate is entered in the books of the Federal Reserve Banks, or registered on the Fannie Mae certificate register in the case of fully registered Fannie Mae certificates as of the close of business on the last day of the preceding month. With respect to Fannie Mae certificates issued in book-entry form, distributions on the Fannie Mae certificates will be made by wire, and with respect to fully registered Fannie Mae certificates, distributions on the Fannie Mae certificates will be made by check.

Freddie Mac. The Federal Home Loan Mortgage Corporation (Freddie Mac) is a shareholder-owned, United States government-sponsored enterprise created pursuant to the Federal Home loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended. The common stock of Freddie Mac is owned by the Federal Home loan Banks. Freddie Mac was established primarily for the purpose of increasing the availability of mortgage credit for the financing of urgently needed housing. It seeks to provide an enhanced degree of liquidity for residential mortgage investments primarily by assisting in the development of secondary markets for conventional mortgages. The principal activity of Freddie Mac currently consists of the purchase of first lien conventional mortgage loans FHA loans, VA loans or participation interests in those mortgage loans and the sale of the loans or participations so purchased in the form of mortgage securities, primarily Freddie Mac certificates. Freddie Mac

is confined to purchasing, so far as practicable, mortgage loans that it deems to be of the quality, type and class which meet generally the purchase standards imposed by private institutional mortgage investors.

Freddie Mac Certificates. Each Freddie Mac certificate included in a trust fund for a series will represent an undivided interest in a pool of mortgage loans that may consist of first lien conventional loans, FHA loans or VA loans. Freddie Mac certificates are sold under the terms of a mortgage participation certificate agreement. A Freddie Mac certificate may be issued under either Freddie Mac's Cash Program or Guarantor Program. Typically, mortgage loans underlying the Freddie Mac certificates held by a trust fund will consist of mortgage loans with original terms to maturity of from ten to 40 years. Each of those mortgage loans must meet the applicable standards set forth in the law governing Freddie Mac. A Freddie Mac certificate group may include whole loans, participation interests in whole loans and undivided interests in whole loans and/or participations comprising another Freddie Mac certificate group. Under the guarantor program, any Freddie Mac certificate group may include only whole loans or participation interests in whole loans.

Freddie Mac guarantees to each registered holder of a Freddie Mac certificate the timely payment of interest on the underlying mortgage loans to the extent of the applicable certificate rate on the registered holder's pro rata share of the unpaid principal balance outstanding on the underlying mortgage loans in the Freddie Mac certificate group represented by a Freddie Mac certificate, whether or not received. Freddie Mac also guarantees to each registered holder of a Freddie Mac certificate ultimate receipt by a holder of all principal on the underlying mortgage loans, without any offset or deduction, to the extent of that holder's pro rata share. However, Freddie Mac does not guarantee, except if and to the extent specified in the prospectus supplement for a series, the timely payment of scheduled principal. Under Freddie Mac's Gold PC Program, Freddie Mac guarantees the timely payment of principal based on the difference between the pool factor published in the month preceding the month of distribution and the pool factor published in the related month of distribution. Pursuant to its guarantees, Freddie Mac indemnifies holders of Freddie Mac certificates against any diminution in principal by reason of charges for property repairs, maintenance and foreclosure. Freddie Mac may remit the amount due on account of its guarantee of collection of principal at any time after default on an underlying mortgage loan, but not later than (x) 30 days following foreclosure sale, (y) 30 days following payment of the claim by any mortgage insurer, or (z) 30 days following the expiration of any right of redemption, whichever occurs later, but in any event no later than one year after demand has been made upon the mortgagor for accelerated payment of principal. In taking actions regarding the collection of principal after default on the mortgage loans underlying Freddie Mac certificates, including the timing of demand for acceleration, Freddie Mac reserves the right to exercise its judgment with respect to the mortgage loans in the same manner as for mortgage loans which it has purchased but not sold. The length of time necessary for Freddie Mac to determine that a mortgage loan should be accelerated varies with the particular circumstances of each borrower, and Freddie Mac has not adopted standards which require that the demand be made within any specified period.

Freddie Mac certificates are not guaranteed by the United States or by any Federal Home loan Bank and do not constitute debts or obligations of the United States or any Federal Home loan Bank. The obligations of Freddie Mac under its guarantee are obligations solely of Freddie

Mac and are not backed by, nor entitled to, the full faith and credit of the United States. If Freddie Mac were unable to satisfy its obligations, distributions to holders of Freddie Mac certificates would consist solely of payments and other recoveries on the underlying mortgage loans and, accordingly, monthly distributions to holders of Freddie Mac certificates would be affected by delinquent payments and defaults on those mortgage loans.

Registered holders of Freddie Mac certificates are entitled to receive their monthly pro rata share of all principal payments on the underlying mortgage loans received by Freddie Mac, including any scheduled principal payments, full and partial prepayments of principal and principal received by Freddie Mac by virtue of condemnation, insurance, liquidation or foreclosure, and repurchases of the mortgage loans by Freddie Mac or by the party that sold the related mortgage loans to Freddie Mac. Freddie Mac is required to remit each registered Freddie Mac certificateholder's pro rata share of principal payments on the underlying mortgage loans, interest at the Freddie Mac pass-through rate and any other sums like prepayment fees, within 60 days of the date on which those payments are deemed to have been received by Freddie Mac.

Under Freddie Mac's Cash Program, with respect to pools formed prior to June 1, 1987, there is no limitation on be amount by which interest rates on the mortgage loans underlying a Freddie Mac certificate may exceed the pass-through rate on the Freddie Mac certificate. With respect to Freddie Mac certificates issued on or after June 1, 1987, the maximum interest rate on the mortgage loans underlying the Freddie Mac certificates may exceed the pass-through rate of the Freddie Mac certificates by 50 to 100 basis points. Under that program, Freddie Mac purchases group of whole mortgage loans from sellers at specified percentages of their unpaid principal balances, adjusted for accrued or prepaid interest, which when applied to the interest rate of the mortgage loans and participations purchased, results in the yield expressed as a percentage required by Freddie Mac. The required yield, which includes a minimum servicing fee retained by the servicer, is calculated using the outstanding principal balance. The range of interest rates on the mortgage loans and participations in a Freddie Mac certificate group under the Cash Program will vary since mortgage loans and participations are purchased and assigned to a Freddie Mac certificate group based upon their yield to Freddie Mac rather than on the interest rate on the underlying mortgage loans.

Under Freddie Mac's Guarantor Program, the pass-through rate on a Freddie Mac certificate is established based upon the lowest interest rate on the underlying mortgage loans, minus a minimum servicing fee and the amount of Freddie Mac's management and guaranty income as agreed upon between the sponsor and Freddie Mac. For Freddie Mac certificate group formed under the Guarantor Program with certificate numbers beginning with 18-012, the range between the lowest and the highest annual interest rates on the mortgage loans in a Freddie Mac certificate group may not exceed two percentage points.

Freddie Mac certificates duly presented for registration of ownership on or before the last business day of a month are registered effective as of the first day of the month. The first remittance to a registered holder of a Freddie Mac certificate will be distributed so as to be received normally by the 15th day of the second month following the month in which the purchaser became a registered holder of the Freddie Mac certificates. Subsequent remittances will be distributed monthly to the registered holder so as to be received normally by the 15th day of each month. The Federal Reserve Bank of New York maintains book-entry accounts with

respect to Freddie Mac certificates sold by Freddie Mac on or after January 2, 1985, and makes payments of principal and interest each month to the registered holders of Freddie Mac certificates in accordance with the holders' instructions.

Stripped Mortgage-Backed Securities. Agency Securities may consist of one or more stripped mortgage-backed securities, each as described in this prospectus and in the related prospectus supplement. Each Agency Security of this type will represent an undivided interest in all or part of either the principal distributions or the interest distributions, or in some specified portion of the principal and interest distributions, on particular Freddie Mac, Fannie Mae, Ginnie Mae or other government agency or government-sponsored agency certificates. The underlying securities will be held under a trust agreement by Freddie Mac, Fannie Mae, Ginnie Mae or another government agency or government-sponsored agency, each as trustee, or by another trustee named in the related prospectus supplement. Freddie Mac, Fannie Mae, Ginnie Mae or another government agency or government-sponsored agency will guarantee each stripped agency security to the same extent as the applicable entity guarantees the underlying securities backing the stripped Agency Security.

Other Agency Securities. If specified in the related prospectus supplement, a trust fund may include other mortgage pass-through certificates issued or guaranteed by Ginnie Mae, Fannie Mae, Freddie Mac or other government agencies or government-sponsored agencies. The characteristics of any other mortgage pass-through certificates issued or guaranteed by Ginnie Mae, Fannie Mae, Freddie Mac or other government agencies or government-sponsored agencies will be described in that prospectus supplement. If so specified, a combination of different types of Agency Securities may be held in a trust fund.

Collection and Distribution Accounts

A separate collection account will be established by the trustee or the servicer, as applicable, in the name of the trustee, for each series of securities for receipt of

- the amount of any cash specified in the related prospectus supplement to be initially deposited by the depositor in the collection account,
- all amounts received with respect to the primary assets of the related trust fund, and
- income earned on the foregoing amounts.

As provided in the related prospectus supplement, certain amounts on deposit in the collection account and certain amounts available under any credit enhancement for the securities of that series will be deposited into the applicable distribution account for distribution to the holders of the related securities. The trustee or the securities administrator, as applicable, will establish a separate distribution account for each series of securities. The trustee or the securities administrator, as applicable, will invest the funds in the collection account and the distribution account in eligible investments including, among other investments, obligations of the United States and certain of its agencies, federal funds, certificates of deposit, commercial paper, demand and time deposits and banker's acceptances, certain repurchase agreements of United States government securities and certain guaranteed investment contracts, in each case

acceptable to the rating agencies named in the prospectus supplement. The trustee or the party designated in the prospectus supplement will have sole discretion to determine the particular investments made so long as it complies with the investment terms of the related pooling and servicing agreement or the related servicing agreement and indenture. With certain exceptions, all such eligible investments must mature, in the case of funds in the collection account, not later than the day preceding the date when the funds are due to be deposited into the distribution account or otherwise distributed and, in the case of funds in the distribution account, not later than the day preceding the next distribution date for the related series of securities.

Notwithstanding any of the foregoing, amounts may be deposited and withdrawn pursuant to any deposit agreement or minimum principal payment agreement that may be specified in the related prospectus supplement.

If specified in the related prospectus supplement, a trust fund will include one or more pre-funding accounts that are segregated trust accounts established and maintained with the trustee for the related series. If specified in the prospectus supplement, a portion of the proceeds of the sale of the securities equal to the pre-funded amount will be deposited into the pre-funding account on the closing date and may be used to purchase additional primary assets during the pre-funding period specified in the prospectus supplement. In no case will the pre-funded amount exceed 50% of the proceeds of the offering of the related securities, and in no case will the pre-funding period exceed one year. Additional restrictions may be imposed on pre-funding by ERISA or the REMIC provisions under the Code, which require, among other things, that the pre-funding period end no later than 90 days after the closing date. See "Material Federal Income Tax Considerations—Taxation of the REMIC" and "ERISA Considerations" in this prospectus. The primary assets to be purchased generally will be selected on the basis of the same criteria as those used to select the initial primary assets of the trust fund, and the same representations and warranties will be made with respect to them. If any pre-funded amount remains on deposit in the pre-funding account at the end of the pre-funding period, the remaining amount will be applied in the manner specified in the related prospectus supplement to prepay the notes and/or the certificates of that series.

If a pre-funding account is established, one or more capitalized interest accounts that are segregated trust accounts may be established and maintained with the trustee for the related series. On the closing date for the series, a portion of the proceeds of the sale of the related securities will be deposited into the capitalized interest account and used to fund the excess, if any, of

- the sum of
    - the amount of interest accrued on the securities of the series, and
    - if specified in the related prospectus supplement, certain fees or expenses during the pre-funding period,

over

- the amount of interest available from the primary assets in the trust fund.

Any amounts on deposit in the capitalized interest account at the end of the pre-funding period that are not necessary for these purposes will be distributed to the person specified in the related prospectus supplement.

Credit Enhancement

If so provided in the prospectus supplement relating to a series of securities, simultaneously with the depositor's assignment of the primary assets to the trustee, the depositor will obtain from an institution or by other means acceptable to the rating agencies named in the prospectus supplement one or more types of credit enhancement in favor of the trustee on behalf of the holders of the related series or designated classes of the series. The credit enhancement will support the payment of principal of and interest on the securities, and may be applied for certain other purposes to the extent and under the conditions set forth in the prospectus supplement. Credit enhancement for a series may include one or more of the forms described below. If so specified in the related prospectus supplement, the credit enhancement may be structured so as to protect against losses relating to more than one trust fund.

Subordinated Securities

If specified in the related prospectus supplement, credit enhancement for a series may consist of one or more classes of subordinated securities. The rights of the holders of subordinated securities to receive distributions on any distribution date will be subordinate in right and priority to the rights of holders of senior securities of the same series, but only to the extent described in the related prospectus supplement.

Insurance Policies, Surety Bonds and Guaranties

If so provided in the prospectus supplement for a series of securities, deficiencies in amounts otherwise payable on the securities or on specified classes will be covered by insurance policies and/or surety bonds provided by one or more insurance companies or sureties. Those instruments may cover, with respect to one or more classes of securities of the related series, timely distributions of interest and/or full distributions of principal on the basis of a schedule of principal distributions set forth in or determined in the manner specified in the related prospectus supplement. In addition, if specified in the related prospectus supplement, a trust fund may also include bankruptcy bonds, special hazard insurance policies, other insurance or guaranties for the purpose of:

- maintaining timely payments or providing additional protection against losses on the trust fund assets;
- paying administrative expenses; or
- establishing a minimum reinvestment rate on the payments made in respect of those assets or principal payment rate on those assets.

Arrangements may include agreements under which securityholders are entitled to receive amounts deposited in various accounts held by the trustee upon the terms specified in the related

prospectus supplement. A copy of any arrangement instrument for a series will be filed with the SEC as an exhibit to a Current Report on Form 8-K to be filed with the SEC following issuance of the securities of the related series.

Overcollateralization

If so provided in the prospectus supplement for a series of securities, a portion of the interest payment on each loan included in the trust fund may be applied as an additional distribution in respect of principal to reduce the principal balance of a class or classes of securities and, thus, accelerate the rate of payment of principal on that class or those classes of securities.

Other Insurance Policies

If specified in the related prospectus supplement, credit enhancement for a series may consist of pool insurance policies, special hazard insurance policies, bankruptcy bonds and other types of insurance relating to the primary assets, as described below and in the related prospectus supplement.

Pool Insurance Policy. If so specified in the related prospectus supplement, the depositor will obtain a pool insurance policy for the loans in the related trust fund. The pool insurance policy will cover any loss (subject to the limitations described in the prospectus supplement) by reason of default, but will not cover the portion of the principal balance of any loan that is required to be covered by any primary mortgage insurance policy. The amount and terms of any pool insurance coverage will be set forth in the related prospectus supplement.

Special Hazard Insurance Policy. Although the terms of such policies vary to some degree, a special hazard insurance policy typically provides that, where there has been damage to property securing a defaulted or foreclosed loan (title to which has been acquired by the insured) and to the extent the damage is not covered by a standard hazard insurance policy (or any flood insurance policy, if applicable) required to be maintained with respect to the property, or in connection with partial loss resulting from the application of the coinsurance clause in a standard hazard insurance policy, the special hazard insurer will pay the lesser of

- the cost of repair or replacement of the property, and

- upon transfer of the property to the special hazard insurer, the unpaid principal balance of the loan at the time of acquisition of the property by foreclosure or deed in lieu of foreclosure, plus accrued interest to the date of claim settlement and certain expenses incurred by the servicer with respect to the property.

If the unpaid principal balance of the loan plus accrued interest and certain expenses is paid by the special hazard insurer, the amount of further coverage under the special hazard insurance policy will be reduced by that amount less any net proceeds from the sale of the related property. Any amount paid as the cost of repair of the property will reduce coverage by that amount. Special hazard insurance policies typically do not cover losses occasioned by war, civil insurrection, certain governmental actions, errors in design, faulty workmanship or materials

(except under certain circumstances), nuclear reaction, flood (if the mortgaged property is in a federally designated flood area), chemical contamination and certain other risks.

Restoration of the property with the proceeds described in the first bullet of the second previous paragraph is expected to satisfy the condition under any pool insurance policy that the property be restored before a claim under the pool insurance policy may be validly presented with respect to the defaulted loan secured by the property. The payment described in the second bullet of the second previous paragraph will render unnecessary presentation of a claim in respect of the loan under any pool insurance policy. Therefore, so long as a pool insurance policy remains in effect, the payment by the special hazard insurer of the cost of repair or of the unpaid principal balance of the related loan plus accrued interest and certain expenses will not affect the total amount in respect of insurance proceeds paid to holders of the securities, but will affect the relative amounts of coverage remaining under the special hazard insurance policy and pool insurance policy.

Bankruptcy Bond. In the event of a bankruptcy of a borrower, the bankruptcy court may establish the value of the property securing the related loan at an amount less than the then-outstanding principal balance of the loan. The amount of the secured debt could be reduced to that value, and the holder of the loan thus would become an unsecured creditor to the extent the principal balance of the loan exceeds the value assigned to the property by the bankruptcy court. In addition, certain other modifications of the terms of a loan can result from a bankruptcy proceeding. See "Material Legal Aspects of the Loans" in this prospectus. If the related prospectus supplement so provides, the depositor or other entity specified in the prospectus supplement will obtain a bankruptcy bond or similar insurance contract covering losses resulting from proceedings with respect to borrowers under the Federal Bankruptcy Code. The bankruptcy bond will cover certain losses resulting from a reduction by a bankruptcy court of scheduled payments of principal of and interest on a loan or a reduction by the court of the principal amount of a loan and will cover certain unpaid interest on the amount of any principal reduction from the date of the filing of a bankruptcy petition.

The bankruptcy bond will provide coverage in the aggregate amount specified in the prospectus supplement for all loans in the trust fund for the related series. The amount will be reduced by payments made under the bankruptcy bond in respect of the loans and will not be restored.

Reserve Funds

If the prospectus supplement relating to a series of securities so specifies, the depositor will deposit into one or more reserve funds cash, a letter or letters of credit, cash collateral accounts, eligible investments, or other instruments meeting the criteria of the rating agencies in the amount specified in the prospectus supplement. Each reserve fund will be established by the trustee or the securities administrator, as applicable, as part of the trust fund for that series or for the benefit of the credit enhancement provider for that series. In the alternative or in addition to the initial deposit by the depositor, a reserve fund for a series may be funded over time through application of all or a portion of the excess cash flow from the primary assets for the series, to the extent described in the related prospectus supplement. If applicable, the initial amount of the

reserve fund and the reserve fund maintenance requirements for a series of securities will be described in the related prospectus supplement.

Amounts withdrawn from any reserve fund will be applied by the trustee or the securities administrator, as applicable, to make payments on the securities of the related series, to pay expenses, to reimburse any credit enhancement provider for the series or for any other purpose, in the manner and to the extent specified in the related prospectus supplement.

Amounts deposited into a reserve fund will be invested by the trustee or the securities administrator, as applicable, in eligible investments maturing no later than the day specified in the related prospectus supplement.

Cross-Collateralization

If specified in the related prospectus supplement, the beneficial ownership of separate groups of assets included in a trust fund may be evidenced by separate classes of the related series of securities. In that case, credit support may be provided by a cross-collateralization feature which requires that distributions be made with respect to securities evidencing a beneficial ownership interest in, or secured by, one or more asset groups within the same trust fund prior to distributions to subordinated securities evidencing a beneficial ownership interest in, or secured by, one or more other asset groups within that trust fund. Cross-collateralization may be provided by

- the allocation of a portion of excess amounts generated by one or more asset groups within the same trust fund to one or more other asset groups within the same trust fund, or

- the allocation of losses with respect to one or more asset groups to one or more other asset groups within the same trust fund.

Excess amounts will be applied and/or losses will be allocated to the class or classes of subordinated securities of the related series then outstanding having the lowest rating assigned by any rating agency or the lowest payment priority, in each case to the extent and in the manner more specifically described in the related prospectus supplement. The prospectus supplement for a series which includes a cross-collateralization feature will describe the manner and conditions for applying the cross-collateralization feature.

If specified in the related prospectus supplement, the coverage provided by one or more forms of credit support may apply concurrently to two or more related trust funds. If applicable, the related prospectus supplement will identify the trust funds to which credit support relates and the manner of determining the amount of coverage the credit support provides to the identified trust funds.

Minimum Principal Payment Agreement

If provided in the prospectus supplement relating to a series of securities, the depositor will enter into a minimum principal payment agreement with an entity meeting the criteria of the rating agencies named in the prospectus supplement under which the entity will provide certain

payments on the securities of the series in the event that aggregate scheduled principal payments and/or prepayments on the primary assets for the series are not sufficient to make payments on the securities of the series as provided in the prospectus supplement.

Deposit Agreement

If specified in a prospectus supplement, the depositor and the trustee for a series of securities will enter into a deposit agreement with the entity specified in the prospectus supplement on or before the sale of the related series of securities. The deposit agreement is intended to accumulate available cash for investment so that the cash, together with income thereon, can be applied to future distributions on one or more classes of securities. The related prospectus supplement will describe the terms of any deposit agreement.

Financial Instruments

If provided in the related prospectus supplement, the trust fund may include one or more financial instruments that are intended to meet the following goals:

- to convert the payments on some or all of the loans and Private Label Securities from fixed to floating payments, or from floating to fixed, or from floating based on a particular index to floating based on another index;

- to provide payments if any index rises above or falls below specified levels (all indices that apply to pool assets with adjustable rates will be indices "that are of a type that are customarily used in the debt and fixed income markets to measure the cost of borrowed funds); or

- to provide protection against interest rate changes, certain types of losses or other payment shortfalls to one or more classes of the related series.

If a trust fund includes financial instruments of this type, the instruments may be structured to be exempt from the registration requirements of the Securities Act of 1933, as amended.

The trust fund may include one or more derivative instruments, as described in this section. All derivative instruments included in any trust fund will be used only in a manner that reduces or alters risk resulting from the mortgage loans or other assets in the pool, and only in a manner such that the return on the offered securities will be based primarily on the performance of the mortgage loans or other assets in the pool. Derivative instruments may include 1) interest rate swaps (or caps, floors and collars) and yield supplement agreements as described below, 2) currency swaps and 3) market value swaps that are referenced to the value of one or more of the mortgage loans or other assets included in the trust fund or to a class of offered securities.

An interest rate swap is an agreement between two parties to exchange a stream of interest payments on an agreed hypothetical or "notional" principal amount. No principal amount is exchanged between the counterparties to an interest rate swap. In a typical swap, one party agrees to pay a fixed rate on a notional principal amount, while the counterparty pays a floating rate based on one or more reference interest rates including the London Interbank Offered Rate,

or LIBOR, a specified bank's prime rate or U.S. Treasury Bill rates. Interest rate swaps also permit counterparties to exchange a floating rate obligation based upon one reference interest rate, such as LIBOR, for a floating rate obligation based upon another referenced interest rate, such as U.S. Treasury Bill rates. An interest rate cap, collar or floor is an agreement where the counterparty agrees to make payments representing interest on a notional principal amount when a specified reference interest rate is above a strike rate, outside of a range of strike rates, or below a strike rate as specified in the agreement, generally in exchange for a fixed amount paid to the counterparty at the time the agreement is entered into. A yield supplement agreement is a type of cap agreement, and is substantially similar to a cap agreement as described above.

The trustee, supplemental interest trustee or securities administrator, as applicable, on behalf of a trust fund may enter into interest rate swaps, caps, floors and collars, or yield supplement agreements, to minimize the risk to securityholders from adverse changes in interest rates or to provide supplemental credit support. Cap agreements and yield supplement agreements may be entered into to supplement the interest rate or other rates available to make interest payments on one or more classes of the securities of any series.

A market value swap might be used in a structure where the pooled assets are hybrid ARMs, or mortgage loans that provide for a fixed rate period and then convert by their terms to adjustable rate loans. Such a structure will only provide that at a specified date near the end of the fixed rate period, the investors must tender their securities to the trustee who will then transfer the securities to other investors in a mandatory auction procedure. A market value swap will only be used in conjunction with a mandatory auction procedure. The market value swap would ensure that the original investors would receive at least par at the time of tender, by covering any shortfall between par and the then current market value of their securities.

Any derivative contracts will be documented based upon the standard forms provided by the International Swaps and Derivatives Association, or ISDA. These forms generally consist of an ISDA master agreement, a schedule to the master agreement, and a confirmation, although in some cases the schedule and confirmation will be combined in a single document and the standard ISDA master agreement will be incorporated therein by reference. Standard ISDA definitions also will be incorporated by reference. Each confirmation will provide for payments to be made by the derivative counterparty to the trust, and in some cases by the trust to the derivative counterparty, generally based upon specified notional amounts and upon differences between specified interest rates or values. For example, the confirmation for an interest rate cap agreement will contain a schedule of fixed interest rates, generally referred to as strike rates, and a schedule of notional amounts, for each distribution date during the term of the interest rate cap agreement. The confirmation also will specify a reference rate, generally a floating or adjustable interest rate, and will provide that payments will be made by the derivative counterparty to the trust on each distribution date, based on the notional amount for that distribution date and the excess, if any, of the specified reference rate over the strike rate for that distribution date.

In the event of the withdrawal of the credit rating of a derivative counterparty or the downgrade of such credit rating below levels specified in the derivative contract (where the derivative contract is relevant to the ratings of the offered securities, such levels generally are set by the rating agencies rating the offered securities), the derivative counterparty may be required to post collateral for the performance of its obligations under the derivative contract, or to take

certain other measures intended to assure performance of those obligations. Posting of collateral will be documented using the ISDA Credit Support Annex.

There can be no assurance that the trustee will be able to enter into derivatives at any specific time or at prices or on other terms that are advantageous. In addition, although the terms of the derivatives may provide for termination under various circumstances, there can be no assurance that the trustee will be able to terminate a derivative when it would be economically advantageous to the trust fund to do so.

Static Pool Information

For each mortgage pool discussed above, the depositor will provide static pool information with respect to the experience of the sponsor, or other appropriate entity, in securitizing asset pools of the same type to the extent material.

With respect to each series of securities, the information referred to in this section will be provided through an internet web site at the address disclosed in the related prospectus supplement.

Servicing of Loans

General

Under the pooling and servicing agreement or the servicing agreement for a series of securities, the servicer will provide customary servicing functions with respect to the loans comprising the primary assets of the related trust fund.

Collection Procedures; Escrow Accounts

The servicer will make reasonable efforts to collect all payments required to be made under the loans and will, consistent with the terms of the related governing agreement for a series and any applicable credit enhancement, follow such collection procedures as it follows with respect to comparable loans held in its own portfolio. Consistent with the above, the servicer has the discretion to

- waive any assumption fee, late payment charge, or other charge in connection with a loan, and

- to the extent provided in the related agreement, arrange with a borrower a schedule for the liquidation of delinquencies by extending the due dates for scheduled payments on the loan.

If the related prospectus supplement so provides, the servicer, to the extent permitted by law, will establish and maintain escrow or impound accounts with respect to loans in which borrower payments for taxes, assessments, mortgage and hazard insurance policy premiums and other comparable items will be deposited. In the case of loans that do not require such payments under the related loan documents, the servicer will not be required to establish any escrow or impound account for those loans. The servicer will make withdrawals from the escrow accounts to effect timely payment of taxes, assessments and mortgage and hazard insurance, to refund to

borrowers amounts determined to be overages, to pay interest to borrowers on balances in the escrow accounts to the extent required by law, to repair or otherwise protect the related property and to clear and terminate the escrow accounts. The servicer will be responsible for the administration of the escrow accounts and generally will make advances to the escrow accounts when a deficiency exists.

Deposits to and Withdrawals from the Collection Account

Unless the related prospectus supplement specifies otherwise, the trustee or the servicer will establish a separate collection account in the name of the trustee. Unless the related prospectus supplement provides otherwise, the collection account will be

- an account maintained at a depository institution, the long-term unsecured debt obligations of which at the time of any deposit are rated by each rating agency named in the prospectus supplement at levels satisfactory to the rating agency; or

- an account the deposits in which are insured to the maximum extent available by the Federal Deposit Insurance Corporation or an account secured in a manner meeting requirements established by each rating agency named in the prospectus supplement.

The funds held in the collection account may be invested in eligible investments. If so specified in the related prospectus supplement, the servicer will be entitled to receive as additional compensation any interest or other income earned on funds in the collection account.

The servicer, the depositor, the trustee, the sponsor or any additional seller, as applicable, will deposit into the collection account for each series, on the business day following the closing date, all scheduled payments of principal and interest on the primary assets due after the related cut-off date but received by the servicer on or before the closing date, and thereafter, within two business days after the date of receipt thereof, the following payments and collections received or made by the servicer (other than, unless otherwise provided in the related prospectus supplement, in respect of principal of and interest on the related primary assets due on or before the cut-off date):

- all payments in respect of principal, including prepayments, on the primary assets;

- all payments in respect of interest on the primary assets after deducting, at the discretion of the servicer (but only to the extent of the amount permitted to be withdrawn or withheld from the collection account in accordance with the related agreement), related servicing fees payable to the servicer;

- all Liquidation Proceeds after deducting, at the discretion of the servicer (but only to the extent of the amount permitted to be withdrawn from the collection account in accordance with the related agreement), the servicing fee, if any, in respect of the related primary asset;

- all Insurance Proceeds;

- all amounts required to be deposited into the collection account from any reserve fund for the series pursuant to the related agreement;

- all advances of cash made by the servicer in respect of delinquent scheduled payments on a loan and for any other purpose as required pursuant to the related agreement; and

- all repurchase prices of any primary assets repurchased by the depositor, the servicer, the sponsor or any additional seller pursuant to the related agreement.

The servicer is permitted, from time to time, to make withdrawals from the collection account for each series for the following purposes:

- to reimburse itself for advances that it made in connection with that series under the related agreement; provided that the servicer's right to reimburse itself is limited to amounts received on or in respect of particular loans (including, for this purpose, Liquidation Proceeds and proceeds of insurance policies covering the related loans and Mortgaged Properties ("Insurance Proceeds")) that represent late recoveries of scheduled payments with respect to which the Advance was made;

- to the extent provided in the related agreement, to reimburse itself for any advances that it made in connection with the series which the servicer determines in good faith to be nonrecoverable from amounts representing late recoveries of scheduled payments respecting which the advance was made or from Liquidation Proceeds or Insurance Proceeds;

- to reimburse itself from Liquidation Proceeds for liquidation expenses and for amounts expended by it in good faith in connection with the restoration of damaged property and, in the event deposited into the collection account and not previously withheld, and to the extent that Liquidation Proceeds after such reimbursement exceed the principal balance of the related loan, together with accrued and unpaid interest thereon to the due date for the loan next succeeding the date of its receipt of the Liquidation Proceeds, to pay to itself out of the excess the amount of any unpaid servicing fee and any assumption fees, late payment charges, or other charges on the related loan;

- in the event the servicer has elected not to pay itself the servicing fee out of the interest component of any scheduled payment, late payment or other recovery with respect to a particular loan prior to the deposit of the scheduled payment, late payment or recovery into the collection account, to pay to itself the servicing fee, as adjusted pursuant to the related agreement, from any scheduled payment, late payment or other recovery to the extent permitted by the related agreement;

- to reimburse itself for expenses incurred by and recoverable by or reimbursable to it pursuant to the related agreement;

- to pay to the applicable person with respect to each primary asset or related real property that has been repurchased or removed from the trust fund by the depositor, the servicer, the sponsor or any additional seller pursuant to the related agreement, all amounts received thereon and not distributed as of the date on which the related repurchase price was determined;

- to make payments to the trustee or the securities administrator, as applicable, of the series for deposit into the related distribution account or for remittance to the holders of the series in the amounts and in the manner provided for in the related agreement; and

- to clear and terminate the collection account pursuant to the related agreement

In addition, if the servicer deposits into the collection account for a series any amount not required to be deposited therein, the servicer may, at any time, withdraw the amount from the collection account.

Advances and Limitations on Advances

The related prospectus supplement will describe the circumstances, if any, under which the servicer will make advances with respect to delinquent payments on loans. If specified in the related prospectus supplement, the servicer will be obligated to make advances. Its obligation to make advances may be limited in amount, or may not be activated until a certain portion of a specified reserve fund is depleted. Advances are intended to provide liquidity and, except to the extent specified in the related prospectus supplement, not to guarantee or insure against losses. Accordingly, any funds advanced are recoverable by the servicer out of amounts received on particular loans that represent late recoveries of scheduled payments, Insurance Proceeds or Liquidation Proceeds respecting which an advance was made. If an advance is made and subsequently determined to be nonrecoverable from late collections, Insurance Proceeds or Liquidation Proceeds from the related loan, the servicer may be entitled to reimbursement from other funds in the collection account or distribution account(s), as the case may be, or from a specified reserve fund, as applicable, to the extent specified in the related prospectus supplement.

Maintenance of Insurance Policies and Other Servicing Procedures

Standard Hazard Insurance; Flood Insurance. The servicer will be required to maintain (or to cause the borrower under each loan to maintain) a standard hazard insurance policy providing the standard form of fire insurance coverage with extended coverage for certain other hazards as is customary in the state in which the related property is located. The standard hazard insurance policies will provide for coverage at least equal to the applicable state standard form of fire insurance policy with extended coverage for property of the type securing the related loans. In general, the standard form of fire and extended coverage policy will cover physical damage to, or destruction of, the related property caused by fire, lightning, explosion, smoke, windstorm, hail, riot, strike and civil commotion, subject to the conditions and exclusions in each policy. Because the standard hazard insurance policies relating to the loans will be underwritten by different hazard insurers and will cover properties located in various states, the policies will not contain identical terms and conditions. The basic terms, however, generally will be determined by state law and generally will be similar. Most such policies typically will not cover any

physical damage resulting from war, revolution, governmental actions, floods and other water-related causes, earth movement (including earthquakes, landslides and mudflows), nuclear reaction, wet or dry rot, vermin, rodents, insects or domestic animals, theft and, in certain cases, vandalism. The foregoing list is merely indicative of certain kinds of uninsured risks and is not intended to be all inclusive. Uninsured risks not covered by a special hazard insurance policy or other form of credit enhancement will adversely affect distributions to holders. When a property securing a loan is located in a flood area identified by HUD pursuant to the Flood Disaster Protection Act of 1973, as amended, the servicer will be required to cause flood insurance to be maintained with respect to the property, to the extent available.

The standard hazard insurance policies covering properties typically will contain a "coinsurance" clause, which in effect will require that the insured at all times carry hazard insurance of a specified percentage (generally 80% to 90%) of the full replacement value of the property, including any improvements on the property, in order to recover the full amount of any partial loss. If the insured's coverage falls below this specified percentage, the coinsurance clause will provide that the hazard insurer's liability in the event of partial loss will not exceed the greater of

- the actual cash value (*i.e.*, replacement cost less physical depreciation) of the property, including the improvements, if any, damaged or destroyed, and

- such proportion of the loss, without deduction for depreciation, as the amount of insurance carried bears to the specified percentage of the full replacement cost of the property and improvements.

Since the amount of hazard insurance to be maintained on the improvements securing the loans declines as their principal balances decrease, and since the value of the properties will fluctuate over time, the effect of this requirement in the event of partial loss may be that hazard insurance proceeds will be insufficient to restore fully the damage to the affected property.

Coverage will be in an amount at least equal to the greater of

- the amount necessary to avoid the enforcement of any co-insurance clause contained in the policy, and

- the outstanding principal balance of the related loan.

The servicer will also typically maintain on REO property a standard hazard insurance policy in an amount that is at least equal to the maximum insurable value of the REO property. No earthquake or other additional insurance will be required of any borrower or will be maintained on REO property other than pursuant to such applicable laws and regulations as shall at any time be in force and shall require the additional insurance.

Any amounts collected by the servicer under insurance policies (other than amounts to be applied to the restoration or repair of the property, released to the borrower in accordance with normal servicing procedures or used to reimburse the servicer for amounts to which it is entitled to reimbursement) will be deposited into the collection account. In the event that the servicer

obtains and maintains a blanket policy insuring against hazard losses on all of the loans, written by an insurer then acceptable to each rating agency named in the prospectus supplement, it will conclusively be deemed to have satisfied its obligations to cause to be maintained a standard hazard insurance policy for each loan or related REO property. This blanket policy may contain a deductible clause, in which case the servicer will be required, in the event that there has been a loss that would have been covered by the policy absent the deductible clause, to deposit into the collection account the amount not otherwise payable under the blanket policy because of the application of the deductible clause.

Realization upon Defaulted Loans

The servicer will use its reasonable best efforts to foreclose upon, repossess or otherwise comparably convert the ownership of the properties securing the related loans that come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments. In this connection, the servicer will follow such practices and procedures as it deems necessary or advisable and as are normal and usual in its servicing activities with respect to comparable loans that it services. However, the servicer will not be required to expend its own funds in connection with any foreclosure or towards the restoration of the property unless it determines that

- the restoration or foreclosure will increase the Liquidation Proceeds of the related loan available to the holders after reimbursement to itself for its expenses, and

- its expenses will be recoverable either through Liquidation Proceeds or Insurance Proceeds.

However, in the case of a trust fund for which a REMIC election has been made, the servicer will be required to liquidate any REO property by the end of the third calendar year after the trust fund acquires beneficial ownership of the REO property. While the holder of an REO property can often maximize its recovery by providing financing to a new purchaser, the trust fund will have no ability to do so and neither the servicer nor the depositor will be required to do so.

The servicer may arrange with the borrower on a defaulted loan a change in the terms of the loan to the extent provided in the related prospectus supplement. This type of modification may only be entered into if it meets the underwriting policies and procedures employed by the servicer in servicing receivables for its own account and meets the other conditions set forth in the related prospectus supplement.

Enforcement of Due-on-Sale Clauses

When any property is about to be conveyed by the borrower, the servicer will typically, to the extent it has knowledge of the prospective conveyance and prior to the time of the consummation of the conveyance, exercise its rights to accelerate the maturity of the related loan under any applicable “due-on-sale” clause, unless it reasonably believes that the clause is not enforceable under applicable law or if enforcement of the clause would result in loss of coverage under any primary mortgage insurance policy. In that event, the servicer is authorized to accept from or enter into an assumption agreement with the person to whom the property has been or is about to be conveyed. Under the assumption, the transferee of the property becomes liable under

the loan and the original borrower is released from liability and the transferee is substituted as the borrower and becomes liable under the loan. Any fee collected in connection with an assumption will be retained by the servicer as additional servicing compensation. The terms of a loan may not be changed in connection with an assumption.

Servicing Compensation and Payment of Expenses

The servicer will be entitled to a periodic servicing fee in an amount to be determined as specified in the related prospectus supplement. The servicing fee may be fixed or variable, as specified in the related prospectus supplement. In addition, the servicer may also be entitled to additional servicing compensation in the form of assumption fees, late payment charges and similar items, and excess proceeds following disposition of property in connection with defaulted loans.

The servicer may also pay certain expenses incurred in connection with the servicing of the loans, including, without limitation, the payment of the fees and expenses of each trustee and independent accountants, payment of security policy and insurance policy premiums, if applicable, and the cost of any credit enhancement, and payment of expenses incurred in preparation of reports to holders.

When a borrower makes a principal prepayment in full between due dates on the related loan, the borrower generally will be required to pay interest on the amount prepaid only to the date of prepayment. If and to the extent provided in the related prospectus supplement, in order that one or more classes of the securities of a series will not be adversely affected by any resulting shortfall in interest, the amount of the servicing fee may be reduced to the extent necessary to include in the servicer's remittance to the applicable trustee for deposit into the related distribution account an amount equal to one month's interest on the related loan (less the servicing fee). If the total amount of these shortfalls in a month exceeds the servicing fee for that month, a shortfall to holders may occur.

The servicer will be entitled to reimbursement for certain expenses that it incurs in connection with the liquidation of defaulted loans. The related holders will suffer no loss by reason of the servicer's expenses to the extent the expenses are covered under related insurance policies or from excess Liquidation Proceeds. If claims are either not made or paid under the applicable insurance policies or if coverage under the policies has been exhausted, the related holders will suffer a loss to the extent that Liquidation Proceeds, after reimbursement of the servicer's expenses, are less than the principal balance of and unpaid interest on the related loan that would be distributable to holders. In addition, the servicer will be entitled to reimbursement of its expenses in connection with the restoration of REO property. This right of reimbursement is prior to the rights of the holders to receive any related Insurance Proceeds, Liquidation Proceeds or amounts derived from other credit enhancement. The servicer generally is also entitled to reimbursement from the collection account for advances.

The rights of the servicer to receive funds from the collection account for a series, whether as the servicing fee or other compensation, or for the reimbursement of advances, expenses or otherwise, are not subordinate to the rights of holders of securities of the series.

Certain Matters Regarding the Servicer

The servicer for each series will be identified in the related prospectus supplement. The servicer may be an affiliate of the depositor and may have other business relationships with the depositor and its affiliates.

If an event of default occurs under either a servicing agreement or a pooling and servicing agreement, the servicer may be replaced by the trustee or a successor servicer. The events of default and the rights of a trustee upon a default under the agreement for the related series will be substantially similar to those described under "The Agreements—Events of Default; Rights upon Event of Default—Pooling and Servicing Agreement; Servicing Agreement" in this prospectus.

The servicer does not have the right to assign its rights and delegate its duties and obligations under the related agreement unless the successor servicer accepting such assignment or delegation

- services similar loans in the ordinary course of its business;
- is reasonably satisfactory to the trustee;
- has a net worth of not less than the amount specified in the prospectus supplement;
- would not cause the rating of the related securities by a rating agency named in the prospectus supplement, as such rating is in effect immediately prior to the assignment, sale or transfer, to be qualified, downgraded or withdrawn as a result of the assignment, sale or transfer; and
- executes and delivers to the trustee an agreement, in form and substance reasonably satisfactory to the trustee, that contains an assumption by the successor servicer of the due and punctual performance and observance of each covenant and condition required to be performed or observed by the servicer under the agreement from and after the date of the agreement.

No assignment will become effective until the trustee or a successor servicer has assumed the servicer's obligations and duties under the related agreement. To the extent that the servicer transfers its obligations to a wholly-owned subsidiary or affiliate, the subsidiary or affiliate need not satisfy the criteria set forth above. In this instance, however, the assigning servicer will remain liable for the servicing obligations under the agreement. Any entity into which the servicer is merged or consolidated or any successor corporation resulting from any merger, conversion or consolidation will succeed to the servicer's obligations under the agreement provided that the successor or surviving entity meets the requirements for a successor servicer set forth above.

Except to the extent otherwise provided in the related prospectus supplement or pooling and servicing agreement, each agreement will provide that neither the servicer nor any director, officer, employee or agent of the servicer will be under any liability to the related trust fund, the

depositor or the holders for any action taken or for failing to take any action in good faith pursuant to the related agreement, or for errors in judgment. However, neither the servicer nor any such person will be protected against any breach of warranty or representations made under the agreement, or the failure to perform its obligations in compliance with any standard of care set forth in the agreement, or liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of their duties or by reason of reckless disregard of their obligations and duties under the agreement. Each agreement will further provide that the servicer and any director, officer, employee or agent of the servicer is entitled to indemnification from the related trust fund and will be held harmless against any loss, liability or expense incurred in connection with any legal action relating to the agreement or the securities, other than any loss, liability or expense incurred by reason of willful misfeasance, bad faith or negligence in the performance of duties under the agreement or by reason of reckless disregard of those obligations and duties. In addition, the agreement will provide that the servicer is not under any obligation to appear in, prosecute or defend any legal action that is not incidental to its servicing responsibilities under the agreement that, in its opinion, may involve it in any expense or liability. The servicer may, in its discretion, undertake any such action that it may deem necessary or desirable with respect to the agreement and the rights and duties of the parties thereto and the interests of the holders thereunder. In that event, the legal expenses and costs of the action and any resulting liability may be expenses, costs, and liabilities of the trust fund and the servicer may be entitled to be reimbursed therefor out of the collection account.

The Agreements

The following summaries describe the material provisions of the pooling and servicing agreement or trust agreement, in the case of a series of certificates, and the indenture and servicing agreement, in the case of a series of notes. The summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the provisions of the agreements applicable to the particular series of securities. Where particular provisions or terms used in the agreements are referred to, the provisions or terms are as specified in the agreements.

Assignment of Primary Assets

General. At the time of issuance of the securities of a series, the depositor will transfer, convey and assign to the related trust fund all right, title and interest of the depositor in the primary assets and other property to be transferred to the trust fund. This assignment will include all principal and interest due on or with respect to the primary assets after the cut-off date. The trustee will, concurrently with the assignment, execute and deliver the securities.

Assignment of Mortgage Loans. The depositor will deliver to the trustee (or, if specified in the prospectus supplement, a custodian on behalf of the trustee), as to each Residential Loan and Home Equity Loan, the related note endorsed without recourse to the order of the trustee or in blank, the original mortgage, deed of trust or other security instrument with evidence of recording indicated thereon (except for any mortgage not returned from the public recording office, in which case a copy of the mortgage will be delivered, together with a certificate that the original of the mortgage was delivered to such recording office), and an assignment of the mortgage in recordable form. The trustee or, if so specified in the related prospectus supplement, the custodian will hold these documents in trust for the benefit of the holders.

If so specified in the related prospectus supplement, at the time of issuance of the securities, the depositor will cause assignments to the trustee of the mortgages relating to the loans to be recorded in the appropriate public office for real property records, except in states where, in the opinion of counsel acceptable to the trustee, recording is not required to protect the trustee's interest in the related loans. If specified in the prospectus supplement, the depositor will cause the assignments to be recorded within the time after issuance of the securities as is specified in the related prospectus supplement. In this event, the prospectus supplement will specify whether the agreement requires the depositor to repurchase from the trustee any loan the related mortgage of which is not recorded within that time, at the price described below with respect to repurchases by reason of defective documentation. Unless otherwise provided in the prospectus supplement, the enforcement of the repurchase obligation would constitute the sole remedy available to the holders or the trustee for the failure of a mortgage to be recorded.

Assignment of Home Improvement Contracts. The depositor will deliver to the trustee or the custodian each original Home Improvement Contract and copies of related documents and instruments and, except in the case of unsecured Home Improvement Contracts, the security interest in the related home improvements. In order to give notice of the right, title and interest of holders to the Home Improvement Contracts, the depositor will cause a UCC-1 financing statement to be executed by the depositor or the sponsor identifying the trustee as the secured party and identifying all Home Improvement Contracts as collateral. The Home Improvement Contracts will not be stamped or otherwise marked to reflect their assignment to the trust fund. Therefore, if, through negligence, fraud or otherwise, a subsequent purchaser were able to take physical possession of the Home Improvement Contracts without notice of the assignment, the interest of holders in the Home Improvement Contracts could be defeated. See "Material Legal Aspects of the Loans—The Home Improvement Contracts and the Manufactured Housing Contracts" in this prospectus.

Assignment of Manufactured Housing Contracts. If specified in the related prospectus supplement, the depositor, the sponsor or any additional seller will deliver to the trustee the original contract as to each Manufactured Housing Contract and copies of documents and instruments related to each contract and, other than in the case of unsecured contracts, the security interest in the property securing that contract. In order to give notice of the right, title and interest of securityholders to the contracts, if specified in the related prospectus supplement, the depositor, the sponsor or any additional seller will cause a UCC-1 financing statement to be executed by depositor, the sponsor or any additional seller identifying the trustee as the secured party and identifying all contracts as collateral. If so specified in the related prospectus supplement, the contracts will not be stamped or otherwise marked to reflect their assignment to the trustee. Therefore, if, through negligence, fraud or otherwise, a subsequent purchaser were able to take physical possession of the contracts without notice of the assignment, the interest of securityholders in the contracts could be defeated. See "Material Legal Aspects of the Loans—The Home Improvement Contracts and the Manufactured Housing Contracts" in this prospectus.

Loan Schedule. Each loan will be identified in a schedule appearing as an exhibit to the related agreement and will specify with respect to each loan:

- the original principal amount,
- its unpaid principal balance as of the cut-off date,
- the current interest rate,
- the current scheduled payment of principal and interest,
- the maturity date, if any, of the related note, and
- if the loan is an adjustable rate loan, the lifetime rate cap, if any, and the current index.

Assignment of Agency and Private Label Securities. The depositor will cause the Agency and Private Label Securities to be registered in the name of the trustee (or its nominee or correspondent). The trustee (or its nominee or correspondent) will take possession of any certificated Agency or Private Label Securities. The trustee will not typically be in possession of, or be assignee of record of, any loans underlying the Agency or Private Label Securities. See "The Trust Funds—Private Label Securities" in this prospectus. Each Agency and Private Label Security will be identified in a schedule appearing as an exhibit to the related agreement, which will specify the original principal amount, principal balance as of the cut-off date, annual pass-through rate or interest rate and maturity date for each Agency and Private Label Security conveyed to the related trust fund. In the agreement, the depositor will represent and warrant to the trustee that:

- the information contained in the Agency or Private Label Securities schedule is true and correct in all material respects,
- immediately prior to the conveyance of the Agency or Private Label Securities, the depositor had good title and was the sole owner of the Agency or Private Label Securities,
- there has been no other sale of the Agency or Private Label Securities, and
- there is no existing lien, charge, security interest or other encumbrance on the Agency or Private Label Securities.

Repurchase and Substitution of Non-Conforming Primary Assets. If any document in the file relating to the primary assets delivered by the depositor to the trustee (or custodian) is found by the trustee, within 90 days of the execution of the related agreement (or promptly after the trustee's receipt of any document permitted to be delivered after the closing date), to be defective in any material respect and the depositor, the sponsor or any additional seller does not cure such defect within 90 days after the discovery of such defect (or within any other period specified in the related prospectus supplement) the depositor, the sponsor or any additional seller will, not later than 90 days after the discovery of such defect (or within such any period specified in the related prospectus supplement), repurchase from the trustee the related primary asset or any property acquired in respect of the asset. The repurchase shall be effected at a price equal to the *sum* of:

- the *lesser* of

    - the principal balance of the primary asset, and

    - the trust fund's federal income tax basis in the primary asset;

plus

- accrued and unpaid interest to the date of the next scheduled payment on the primary asset at the rate set forth in the related agreement.

However, the purchase price shall not be limited to the trust fund's federal income tax basis in the asset, if the repurchase at a price equal to the principal balance of the repurchased primary asset will not result in any prohibited transaction tax under Section 860F(a) of the Code.

If provided in the related prospectus supplement, the depositor, the sponsor or any additional seller, as the case may be, may, rather than repurchase the primary asset as described above, remove the non-conforming primary asset from the trust fund and substitute in its place one or more other qualifying substitute primary assets. If no REMIC election is made with respect to the trust fund, the substitution must be effected within 120 days of the date of initial issuance of the securities. If a REMIC election is made with respect to the trust fund, the trustee must have received a satisfactory opinion of counsel that the substitution will not cause the trust fund to lose its status as a REMIC or otherwise subject the trust fund to a prohibited transaction tax.

Any qualifying substitute primary asset will, on the date of substitution, meet the following criteria:

- it has a principal balance, after deduction of all scheduled payments due in the month of substitution, not in excess of the principal balance of the deleted primary asset (the amount of any shortfall to be deposited to the collection account in the month of substitution for distribution to holders),

- it has an interest rate not less than (and not more than 2% greater than) the interest rate of the deleted primary asset,

- it has a remaining term-to-stated maturity not greater than (and not more than two years less than) that of the deleted primary asset,

- it complies with all of the representations and warranties set forth in the applicable agreement as of the date of substitution, and

- if a REMIC election is made with respect to the trust fund, the qualifying substitute primary asset is a qualified replacement mortgage under Section 860G(a) of the Code.

The above-described cure, repurchase or substitution obligations constitute the sole remedies available to the holders or the trustee for a material defect in the documentation for a primary asset.

The sponsor or another entity will make representations and warranties with respect to primary assets for each series. If the sponsor or the other entity cannot cure a breach of any such representations and warranties in all material respects within the time period specified in the related pooling and servicing agreement after notification by the trustee of such breach, and if the breach is of a nature that materially and adversely affects the value of the primary asset, the sponsor or the other entity will be obligated to repurchase the affected primary asset or, if provided in the related pooling and servicing agreement, provide a qualifying substitute primary asset, subject to the same conditions and limitations on purchases and substitutions as described above.

The sponsor's only source of funds to effect any cure, repurchase or substitution will be through the enforcement of the corresponding obligations, if any, of the responsible originator or sponsor of the non-conforming primary assets. See "Risk Factors—Only the assets of the related trust fund are available to pay your certificates" in this prospectus.

No holder of securities of a series, solely by virtue of the holder's status as a holder, will have any right under the applicable agreement to institute any proceeding with respect to agreement, unless holder previously has given to the trustee for the series written notice of default and unless the holders of securities evidencing not less than percentage specified in the related prospectus supplement of the aggregate voting rights of the securities of the series have made written request upon the trustee to institute the proceeding in its own name as trustee thereunder and have offered to the trustee reasonable indemnity, and the trustee for 60 days has neglected or refused to institute the proceeding.

Reports to Holders

- The applicable trustee or the securities administrator, as applicable, will prepare and forward to each holder on each distribution date, or as soon thereafter as is practicable, a monthly statement setting forth, the items specified in the related prospectus supplement and in the related pooling and servicing agreement or indenture.

In addition, within a reasonable period of time after the end of each calendar year the trustee or securities administrator, as applicable, will furnish to each holder of record at any time during the calendar year:

- the total of the amounts reported pursuant to clauses under the first and second bullets above and under the last clause of the fourth bullet above for the calendar year, and

- the information specified in the related agreement to enable holders to prepare their tax returns including, without limitation, the amount of any original issue discount accrued on the securities.

Reports, whether monthly or annual, will be transmitted in paper format to the holder of record of the class of securities contemporaneously with the distribution on that particular class. In addition, the monthly reports will be posted on a website as described below under "Available Information" and "Reports to Holders."

As to each issuing entity, so long as it is required to file reports under the Exchange Act, those reports will be made available as described above under "Available Information."

As to each issuing entity that is no longer required to file reports under the Exchange Act, periodic distribution reports will be posted on the trustee's or the securities administrator's website referenced under "Available Information" in this prospectus as soon as practicable. Annual reports of assessment of compliance with the AB Servicing Criteria, attestation reports, and statements of compliance will be provided to registered holders of the related securities upon request free of charge. See "Servicing of Loans-Evidence as to Compliance" in the related prospectus supplement.

Information in the distribution date statements and annual statements provided to the holders will not have been examined and reported upon by an independent public accountant. However, the servicer will provide to the trustee a report by independent public accountants with respect to its servicing of the loans. See "Servicing of Loans-Evidence as to Compliance" in the related prospectus supplement.

If so specified in the prospectus supplement, the related series of securities (or one or more classes of the series) will be issued in book-entry form. In that event, owners of beneficial interests in those securities will not be considered holders and will not receive such reports directly from the trustee or the securities administrator, as applicable. The trustee or the securities administrator, as applicable, will forward reports only to the entity or its nominee that is the registered holder of the global certificate that evidences the book-entry securities. Beneficial owners will receive reports from the participants and indirect participants of the applicable book-entry system in accordance with the policies and procedures of the participants and indirect participants.

Events of Default; Rights upon Event of Default

Pooling and Servicing Agreement; Servicing Agreement. "Events of default under the pooling and servicing agreement for each series of certificates include, but are not limited to:

- any failure by the servicer to deposit amounts in the collection account and distribution account(s) to enable the trustee to distribute to holders of securities of the series any required payment, provided that this failure continues unremedied for the number of days specified in

  the related prospectus supplement after the giving of written notice to the servicer by the trustee, or to the servicer and the trustee by holders having not less than 25% of the total voting rights of the series;

- any failure by the servicer duly to observe or perform in any material respect any other of its covenants or agreements in the agreement provided that this failure continues unremedied for the number of days specified in the related prospectus supplement after the giving of written to the servicer by the trustee, or to the servicer and the trustee by the holders having not less than 25% of the total voting rights of the of the series; and

- certain events of insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings and certain actions by the servicer indicating its insolvency, reorganization or inability to pay its obligations.

So long as an event of default remains unremedied under the applicable agreement for a series of securities relating to the servicing of loans, unless otherwise specified in the a percentage specified in the related prospectus supplement of the total voting rights of the series may terminate all of the rights and obligations of the servicer as servicer under the applicable agreement (other than its right to recovery of other expenses and amounts advanced pursuant to the terms of the agreement, which rights the servicer will retain under all circumstances), whereupon the trustee will succeed to all the responsibilities, duties and liabilities of the servicer under the agreement and will be entitled to reasonable servicing compensation not to exceed the applicable servicing fee, together with other servicing compensation in the form of assumption fees, late payment charges or otherwise as provided in the agreement.

In the event that the trustee is unwilling or unable so to act, it may select (or petition a court of competent jurisdiction to appoint) a finance institution, bank or loan servicing institution with a net worth specified in the related prospectus supplement to act as successor servicer under the provisions of the agreement. The successor servicer would be entitled to reasonable servicing compensation in an amount not to exceed the servicing fee as set forth in the related prospectus supplement, together with other servicing compensation in the form of assumption fees, late payment charges or otherwise, as provided in the agreement.

During the continuance of any event of default of a servicer under an agreement for a series of securities, the trustee will have the right to take action to enforce its rights and remedies and to protect and enforce the rights and remedies of the holders of securities of the series, and, unless otherwise specified in the related prospectus supplement, holders of securities having not less than a percentage specified in the related prospectus supplement of the total voting rights of the series may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred upon the trustee. However, the trustee will not be under any obligation to pursue any such remedy or to exercise any of such trusts or powers unless the holders have offered the trustee reasonable security or indemnity against the cost, expenses and liabilities that may be incurred by the trustee as a result. The trustee may decline to follow any such direction if it determines that the action or proceeding so directed may not lawfully be taken or would involve it in personal liability or be unjustly prejudicial to the non-assenting holders.

Indenture. "Events of default" under the indenture for each series of notes include, but are not limited to:

- a default for thirty (30) days (or other time period specified in the related prospectus supplement) in the payment of any principal of or interest on any note of the series;

- failure to perform any other covenant of the depositor or the trust fund in the indenture, provided that the failure continues for a period of sixty (60) days after notice is given in accordance with the procedures described in the related prospectus supplement;

- any representation or warranty made by the depositor or the trust fund in the indenture or in any certificate or other writing delivered pursuant to it or in connection with it with respect to or affecting such series having been incorrect in a material respect as of the time made, provided that the breach is not cured within sixty (60) days after notice is given in accordance with the procedures described in the related prospectus supplement;

- certain events of bankruptcy, insolvency, receivership or liquidation of the depositor or the trust fund; and

- any other event of default specified with respect to notes of that series.

If an event of default with respect to the then-outstanding notes of any series occurs and is continuing, either the indenture trustee or the holders of a majority of the total amount of those notes may declare the principal amount of all the notes of the series (or, if the notes of that series are zero coupon securities, such portion of the principal amount as may be specified in the related prospectus supplement) to be due and payable immediately. Under certain circumstances of this type the declaration may be rescinded and annulled by the holders of a majority of the total amount of those notes.

If, following an event of default with respect to any series of notes, the related notes have been declared to be due and payable, the indenture trustee may, in its discretion, and notwithstanding such acceleration, elect to maintain possession of the collateral securing the notes and to continue to apply distributions on the collateral as if there had been no declaration of acceleration, provided that the collateral continues to provide sufficient funds for the payment of principal of and interest on the notes as they would have become due if there had not been a declaration. In addition, the indenture trustee may not sell or otherwise liquidate the collateral securing the notes of a series following an event of default (other than a default in the payment of any principal of or interest on any note of the series for thirty (30) days or other period specified in the related prospectus supplement), unless:

- the holders of 100% of the total amount of the then-outstanding notes of the series consent to the sale; or

- the proceeds of the sale or liquidation are sufficient to pay in full the principal of and accrued interest due and unpaid on the outstanding notes of the series at the date of sale; or

- the indenture trustee determines that the collateral would not be sufficient on an ongoing basis to make all payments on the notes as such payments would have become due if the notes had not been declared due and payable, and the indenture trustee obtains the consent of the holders of a percentage specified in the related prospectus supplement of the total amount of the then-outstanding notes of the series.

In the event that the indenture trustee liquidates the collateral in connection with an event of default involving a default for thirty (30) days or other period specified in the related prospectus supplement) in the payment of principal of or interest on the notes of a series, the indenture provides that the indenture trustee will have a prior lien on the proceeds of any liquidation for its unpaid fees and expenses. As a result, upon the occurrence of an event of

default of this type, the amount available for distribution to the noteholders may be less than would otherwise be the case. However, the indenture trustee may not institute a proceeding for the enforcement of its lien except in connection with a proceeding for the enforcement of the lien of the indenture for the benefit of the noteholders after the occurrence of the event of default.

In the event that the principal of the notes of a series is declared due and payable as described above, holders of the notes issued at a discount from par may be entitled to receive no more than an amount equal to the unpaid principal amount of those notes less the amount of the discount that remains unamortized.

Subject to the provisions of the indenture relating to the duties of the indenture trustee, in case an event of default shall occur and be continuing with respect to a series of notes, the indenture trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of notes of the series, unless the holders offer security or indemnity satisfactory to the indenture trustee against the costs, expenses and liabilities it might incur in complying with their request or direction. Subject to the provisions for indemnification and certain limitations contained in the indenture, the holders of a majority of amount of the then-outstanding notes of the series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the indenture trustee or exercising any trust or power conferred on the indenture trustee with respect to those notes, and the holders of a majority of the amount of the amount of the then- outstanding notes of the series may, in certain cases, waive any default with respect to the notes, except a default in the payment of principal or interest or a default in respect of a covenant or provision of the indenture that cannot be modified without the waiver or consent of all affected holders of the outstanding notes.

The Trustees

The identity of the commercial bank, savings and loan association or trust company named as the trustee or indenture trustee, as the case may be, for each series of securities will be set forth in the related prospectus supplement. Entities serving as trustee may have normal banking relationships with the depositor or the servicer. In addition, for the purpose of meeting the legal requirements of certain local jurisdictions, each trustee will have the power to appoint co-trustees or separate trustees. In the event of an appointment, all rights, powers, duties and obligations conferred or imposed upon the trustee by the related agreement will be conferred or imposed upon that trustee and each separate trustee or co-trustee jointly, or, in any jurisdiction in which the trustee shall be incompetent or unqualified to perform certain acts, singly upon the separate trustee or co-trustee who will exercise and perform such rights, powers, duties and obligations solely at the direction of the trustee. The trustee may also appoint agents to perform any of its responsibilities, which agents will have any or all of the rights, powers, duties and obligations of the trustee conferred on them by their appointment; provided, however, that the trustee will continue to be responsible for its duties and obligations under the agreement.

Duties of Trustees

No trustee will make any representations as to the validity or sufficiency of the related agreement, the securities or of any primary asset or related documents. If no event of default (as

defined in the related agreement) has occurred, the applicable trustee will be required to perform only those duties specifically required of it under the agreement. Upon receipt of the various certificates, statements, reports or other instruments required to be furnished to it, the trustee will be required to examine them to determine whether they are in the form required by the related agreement. However, the trustee will not be responsible for the accuracy or content of any documents furnished to it by the holders or the servicer under the agreement.

Each trustee may be held liable for its own negligent action or failure to act, or for its own misconduct; provided, however, that no trustee will be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the related holders in an event of default. No trustee will be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the related agreement, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

If an event of default will occur, the trustee will, by notice in writing to the master servicer, which may be delivered by telecopy, immediately terminate all of the rights and obligations of the master servicer thereafter arising under the Agreements, but without prejudice to any rights it may have as a certificateholder or to reimbursement of advances and other advances of its own funds, and the trustee shall act as provided in the Agreements to carry out the duties of the master servicer, including the obligation to make any advance the nonpayment of which was an event of default described in the Agreements. Any such action taken by the trustee must be prior to the distribution on the relevant distribution date.

On and after the time the master servicer receives a notice of termination pursuant to the Agreements, the trustee shall automatically become the successor to the master servicer with respect to the transactions set forth or provided for in the Agreements and after a transition period (not to exceed 90 days), shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the master servicer by the terms and provisions in the Agreements; provided, however, pursuant to the Agreements, the trustee in its capacity as successor master servicer shall be responsible for making any advances required to be made by the master servicer immediately upon the termination of the master servicer and any such advance shall be made on the distribution date on which such advance was required to be made by the predecessor master servicer. Effective on the date of such notice of termination, as compensation therefor, the trustee shall be entitled to all compensation, reimbursement of expenses and indemnification that the master servicer would have been entitled to if it had continued to act hereunder, provided, however, that the trustee shall not be (i) liable for any acts or omissions of the master servicer, (ii) obligated to make advances if it is prohibited from doing so under applicable law, (iii) responsible for expenses of the master servicer or (iv) obligated to deposit losses on any permitted investment directed by the master servicer. Notwithstanding the foregoing, the trustee may, if it shall be unwilling to so act, or shall, if it is prohibited by applicable law from making advances or if it is otherwise unable to so act, appoint, or petition a court of competent jurisdiction to appoint, any established mortgage loan servicing institution the appointment of which does not adversely affect the then current rating of the certificates by each rating agency as the successor to the master servicer pursuant to the Agreements in the assumption of all or any part of the responsibilities, duties or liabilities of the master servicer pursuant to the Agreements.

Any successor master servicer shall (i) be an institution that is a Fannie Mae and Freddie Mac approved seller/servicer in good standing, that has a net worth of at least the amount specified in the related prospectus supplement, (ii) be acceptable to the trustee (which consent shall not be unreasonably withheld) and (iii) be willing to act as successor servicer of any mortgage loans under the Agreements, and shall have executed and delivered to the depositor and the trustee an agreement accepting such delegation and assignment, that contains an assumption by such person of the rights, powers, duties, responsibilities, obligations and liabilities of the master servicer (other than any liabilities of the master servicer hereof incurred prior to termination of the master servicer as set forth in the Agreements), with like effect as if originally named as a party to the Agreements, provided that each rating agency shall have acknowledged in writing that its rating of the certificates in effect immediately prior to such assignment and delegation will not be qualified or reduced as a result of such assignment and delegation. If the trustee assumes the duties and responsibilities of the master servicer, the trustee shall not resign as master servicer until a successor master servicer has been appointed and has accepted such appointment. Pending appointment of a successor to the master servicer hereunder, the trustee, unless the trustee is prohibited by law from so acting, shall act in such capacity as provided in the Agreements. In connection with such appointment and assumption, the trustee may make such arrangements for the compensation of such successor out of payments on mortgage loans or otherwise as it and such successor shall agree; provided that no such compensation unless agreed to by the certificateholders shall be in excess of that permitted the master servicer hereunder. The trustee and such successor shall take such action, consistent with the Agreements, as shall be necessary to effectuate any such succession. Neither the trustee nor any other successor master servicer shall be deemed to be in default hereunder by reason of any failure to make, or any delay in making, any distribution hereunder or any portion thereof or any failure to perform, or any delay in performing, any duties or responsibilities hereunder, in either case caused by the failure of the master servicer to deliver or provide, or any delay in delivering or providing, any cash, information, documents or records to it.

The costs and expenses of the trustee in connection with the termination of the master servicer, appointment of a successor master servicer and, if applicable, any transfer of servicing, including, without limitation, all costs and expenses associated with the complete transfer of all servicing data and the completion, correction or manipulation of such servicing data as may be required by the trustee to correct any errors or insufficiencies in the servicing data or otherwise to enable the trustee or the successor master servicer to service the mortgage loans properly and effectively, to the extent not paid by the terminated master servicer, will be payable to the trustee pursuant to the Agreements. Any successor to the master servicer as successor servicer under any subservicing agreement shall give notice to the applicable mortgagors of such change of servicer and will, during the term of its service as successor servicer maintain in force the policy or policies that the master servicer is required to maintain pursuant to the Agreements.

If the trustee will succeed to any duties of the master servicer respecting the mortgage loans as provided herein, it will do so in a separate capacity and not in its capacity as trustee and, accordingly, the provisions of the Agreements concerning the trustee's duties will be inapplicable to the trustee in its duties as the successor to the master servicer in the servicing of the mortgage loans (although such provisions will continue to apply to the trustee in its capacity as trustee); the provisions of the Agreements relating to the master servicer, however, will apply to it in its capacity as successor master servicer.

Upon any termination or appointment of a successor to the master servicer, the trustee will give prompt written notice thereof to certificateholders of record pursuant to the Agreements and to the rating agencies.

The trustee will transmit by mail to all certificateholders, within 60 days after the occurrence of any event of default, the trustee shall transmit by mail to all certificateholders notice of each such event of default hereunder actually known to a responsible officer of the trustee, unless such event of default shall have been cured or waived.

The trustee will not in any way be liable by reason of any insufficiency in any account held by or in the name of the trustee unless it is determined by a court of competent jurisdiction that the trustee's gross negligence or willful misconduct was the primary cause of such insufficiency (except to the extent that the trustee is obligor and has defaulted thereon). In no event will the trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. Furthermore, the trustee will not be responsible for the acts or omissions of the other transaction parties, it being understood that the Agreements will not be construed to render them partners, joint venturers or agents of one another. None of the foregoing will be construed, however, to relieve the trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct. The trustee will be entitled to reimbursement and indemnification by the trust for any loss, liability or expense arising out of or in connection with the Agreements as set forth in the Agreements except any such loss, liability or expense as may arise from its negligence or intentional misconduct.

In addition to having express duties under the Agreements, the trustee, as a fiduciary, also has certain duties unique to fiduciaries under applicable law. In general, the trustee will be subject to certain federal laws and, because the Agreements is governed by New York law, certain New York state laws. As a national bank acting in a fiduciary capacity, the trustee will, in the administration of its duties under the Agreements, be subject to certain regulations promulgated by the Office of the Comptroller of the Currency, specifically those set forth in Chapter 12, Part 9 of the Code of Federal Regulations. New York common law has required fiduciaries of common law trusts formed in New York to perform their duties in accordance with the "prudent person" standard, which, in this transaction, would require the trustee to exercise such diligence and care in the administration of the trust as a person of ordinary prudence would employ in managing his own property. However, under New York common law, the application of this standard of care can be restricted contractually to apply only after the occurrence of a default. The Agreements provides that the trustee is subject to the prudent person standard only for so long as an event of default has occurred and remains uncured.

Resignation of Trustees

Each trustee may, upon written notice to the depositor, resign at any time, in which event the depositor will be obligated to use its best efforts to appoint a successor trustee. If no successor trustee has been appointed and has accepted such appointment within 30 days after the

giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for appointment of a successor trustee. Each trustee may also be removed at any time

- if the trustee ceases to be eligible to continue as such under the related agreement, or
- if the trustee becomes insolvent, or
- the holders of securities having more than over 50% of the total voting rights of the securities in the trust fund give written notice to the trustee and to the depositor.

Any resignation or removal of a trustee and appointment of a successor trustee will not become effective until the successor trustee accepts its appointment.

Amendment of Agreement

The Agreement for each series of securities may be amended by the depositor, the servicer (with respect to a series relating to loans), and the trustee, without notice to or consent of the holders, for the following purposes:

- to cure any ambiguity,
- to correct any defective provisions or to correct or supplement any provision in the agreement,
- to add to the duties of the depositor, the applicable trustee or the servicer,
- to add any other provisions with respect to matters or questions arising under the agreement or related credit enhancement,
- to add or amend any provisions of the agreement as required by any rating agency named in the prospectus supplement in order to maintain or improve the rating of the securities (it being understood that none of the depositor, the sponsor, any other seller, the servicer or any trustee is obligated to maintain or improve the rating), or
- to comply with any requirements imposed by the Code.

In no event, however, shall any amendment (other than an amendment to comply with Code requirements) adversely affect in any material respect the interests of any holders of the series, as evidenced by an opinion of counsel delivered to the trustee. An amendment shall be deemed not to adversely affect in any material respect the interests of any holder if the trustee receives written confirmation from each rating agency named in the prospectus supplement that the amendment will not cause the rating agency to reduce its then-current rating.

Each agreement for a series may also be amended by the applicable trustee, the servicer, if applicable, and the depositor with the consent of the holders possessing not less than the percentage specified in the related prospectus supplement of the total outstanding principal amount of the securities of the series (or, if only certain classes are affected by the amendment, a

percentage specified in the related prospectus supplement of the total outstanding principal amount of each affected class), for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the agreement, or modifying in any manner the rights of holders of the series. In no event, however, shall any amendment

- reduce the amount or delay the timing of payments on any security without the consent of the holder of the security, or

- reduce the percentage of the total outstanding principal amount of securities of each class, the holders of which are required to consent to any such amendment, without the consent of the holders of 100% of the total outstanding principal amount of each affected class.

Voting Rights

The prospectus supplement will set forth the method of determining allocation of voting rights with respect to the related series of securities.

List of Holders

Upon written request of three or more holders of record of a series for purposes of communicating with other holders with respect to their rights under the agreement (which request is accompanied by a copy of the communication such holders propose to transmit), the trustee will afford them access during business hours to the most recent list of holders of that series held by the trustee.

No agreement will provide for the holding of any annual or other meeting of holders.

Book-Entry Securities

If specified in the related prospectus supplement for a series of securities, the securities (or one or more of the securities) may be issued in book-entry form. In that event, beneficial owners of those securities will not be considered "Holders" under the agreements and may exercise the rights of holders only indirectly through the participants in the applicable book-entry system.

REMIC Administrator

For any series with respect to which a REMIC election is made, preparation of certain reports and certain other administrative duties with respect to the trust fund may be performed by a REMIC administrator, which may be an affiliate of the depositor.

Termination

Pooling and Servicing Agreement; Trust Agreement. The obligations created by the pooling and servicing agreement or trust agreement for a series will terminate upon the distribution to holders of all amounts distributable to them under the agreement in the circumstances described in the related prospectus supplement. See "Description of the Securities—Optional Redemption, Purchase or Termination" in this prospectus.

Indenture. The indenture will be discharged with respect to a series of notes (except with respect to certain continuing rights specified in the indenture) upon the delivery to the indenture trustee for cancellation of all the notes of that series or, with certain limitations, upon deposit with the indenture trustee of funds sufficient for the payment in full of all of the notes of the series.

In addition to such discharge with certain limitations, if so specified with respect to the notes of any series, the indenture will provide that the related trust fund will be discharged from any and all obligations in respect of the notes of that series (except for certain obligations relating to temporary notes and exchange of notes, registration of the transfer or exchange of those notes, replacing stolen, lost or mutilated notes, maintaining paying agencies and holding monies for payment in trust) upon the deposit with the indenture trustee, in trust, of money and/or direct obligations of or obligations guaranteed by the United States of America that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient to pay the principal of and each installment of interest on the notes on the final scheduled distribution date for the notes and any installment of interest on the notes in accordance with the terms of the indenture and the notes. In the event of any such defeasance and discharge of notes of a series, holders of notes of that series would be able to look only to such money and/or direct obligations for payment of principal of and interest on, if any, their notes until maturity.

Material Legal Aspects of the Loans

The following discussion contains general summaries of material legal matters mortgage loans, home improvement installment sales contracts and home improvement installment loan agreements that are general in nature. Because the legal matters are determined primarily by applicable state law and because state laws may differ substantially, the summaries do not purport to be complete, to reflect the laws of any particular state, or to encompass the laws of all states in which the properties securing the loans may be situated.

Mortgages

The Residential Loans and Home Equity Loans for a series will, and the Home Improvement Contracts for a series may, be secured by mortgages or deeds of trust or deeds to secure debt, depending upon the prevailing practice in the state in which the property subject to a mortgage loan is located. We refer to Residential Loans, Home Equity Loans and Home Improvement Contracts that are secured by mortgages as "mortgage loans." The filing of a mortgage, deed of trust or deed to secure debt creates a lien or title interest upon the real property covered by that instrument and represents the security for the repayment of an obligation that is customarily evidenced by a promissory note. It is not prior to the lien for real estate taxes and assessments or other charges imposed under governmental police powers and may also be subject to other liens pursuant to the laws of the jurisdiction in which the mortgaged property is located. Priority with respect to the instruments depends on their terms, the knowledge of the parties to the mortgage and generally on the order of recording with the applicable state, county or municipal office. There are two parties to a mortgage: the mortgagor, who is the borrower/property owner or the land trustee (as described below), and the mortgagee, who is the lender. Under the mortgage instrument, the mortgagor delivers to the mortgagee a note or bond

and the mortgage. In the case of a land trust, there are three parties because title to the property is held by a land trustee under a land trust agreement of which the borrower/property owner is the beneficiary; at origination of a mortgage loan, the borrower executes a separate undertaking to make payments on the mortgage note. A deed of trust transaction normally has three parties: the trustor, who is the borrower/property owner; the beneficiary, who is the lender; and the trustee, a third-party grantee. Under a deed of trust, the trustor grants the property, irrevocably until the debt is paid, in trust, generally with a power of sale, to the trustee to secure payment of the obligation. The mortgagee's authority under a mortgage and the trustee's authority under a deed of trust are governed by the law of the state in which the real property is located, the express provisions of the mortgage or deed of trust, and, in some cases, in deed of trust transactions, the directions of the beneficiary.

Foreclosure on Mortgages

Foreclosure of a mortgage is generally accomplished by judicial action. Generally, the action is initiated by the service of legal pleadings upon all parties having an interest of record in the real property. Delays in completion of the foreclosure occasionally may result from difficulties in locating necessary parties defendant. When the mortgagee's right to foreclosure is contested, the legal proceedings necessary to resolve the issue can be time-consuming and expensive. After the completion of a judicial foreclosure proceeding, the court may issue a judgment of foreclosure and appoint a receiver or other officer to conduct the sale of the property. In some states, mortgages may also be foreclosed by advertisement, pursuant to a power of sale provided in the mortgage. Foreclosure of a mortgage by advertisement is essentially similar to foreclosure of a deed of trust by nonjudicial power of sale.

Foreclosure of a deed of trust generally is accomplished by a nonjudicial trustee's sale under a specific provision in the deed of trust that authorizes the trustee to sell the property upon any default by the borrower under the terms of the note or deed of trust. In certain states, foreclosure also may be accomplished by judicial action in the manner provided for foreclosure of mortgages. In some states, the trustee must record a notice of default and send a copy to the borrower-trustor and to any person who has recorded a request for a copy of a notice of default and notice of sale. In addition, the trustee in some states must provide notice to any other individual having an interest in the real property, including any junior lienholders. If the deed of trust is not reinstated within any applicable cure period, a notice of sale must be posted in a public place and, in most states, published for a specified period of time in one or more newspapers. In addition, some state laws require that a copy of the notice of sale be posted on the property and sent to all parties having an interest of record in the property. The trustor, borrower or any person having a junior encumbrance on the real estate may, during a reinstatement period, cure the default by paying the entire amount in arrears plus the costs and expenses incurred in enforcing the obligation. Generally, state law controls the amount of foreclosure expenses and costs, including attorney's fees, which may be recovered by a lender.

An action to foreclose a mortgage is an action to recover the mortgage debt by enforcing the mortgagee's rights under the mortgage. It is regulated by statutes and rules and subject throughout to the court's equitable powers. Generally, a mortgagor is bound by the terms of the related mortgage note and the mortgage as made and cannot be relieved from his default if the mortgagee has exercised its rights in a commercially reasonable manner. However, since a

foreclosure action historically was equitable in nature, the court may exercise equitable powers to relieve a mortgagor of a default and deny the mortgagee foreclosure on proof that either the mortgagor's default was neither willful nor in bad faith or the mortgagee's action established a waiver, fraud, bad faith, or oppressive or unconscionable conduct such as to warrant a court of equity to refuse affirmative relief to the mortgagee. Under certain circumstances, a court of equity may relieve the mortgagor from an entirely technical default where the default was not willful.

A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses or counterclaims are interposed, and sometimes requires up to several years to complete. Moreover, a non-collusive, regularly conducted foreclosure sale may be challenged as a fraudulent conveyance, regardless of the parties' intent, if a court determines that the sale was for less than fair consideration and the sale occurred while the mortgagor was insolvent and within one year (or within the state statute of limitations if the trustee in bankruptcy elects to proceed under state fraudulent conveyance law) of the filing of bankruptcy. Similarly, a suit against the debtor on the related mortgage note may take several years and, generally, is a remedy alternative to foreclosure, the mortgagee being precluded from pursuing both at the same time.

In the case of foreclosure under either a mortgage or a deed of trust, a public sale is conducted by the referee or other designated officer or by the trustee. However, because of the difficulty potential third party purchasers at the sale have in determining the exact status of title and because the physical condition of the property may have deteriorated during the foreclosure proceedings, it is uncommon for a third party to purchase the property at a foreclosure sale. Rather, it is common for the lender to purchase the property from the trustee or referee for an amount that may be equal to the unpaid principal amount of the mortgage note secured by the mortgage or deed of trust plus accrued and unpaid interest and the expenses of foreclosure, in which event the mortgagor's debt will be extinguished. The lender may purchase the property for a lesser amount in order to preserve its right against the borrower to seek a deficiency judgment in states where such a judgment is available. Thereafter, subject to the right of the borrower in some states to remain in possession during the redemption period, the lender will assume the burdens of ownership, including obtaining hazard insurance, paying taxes and making such repairs at its own expense as are necessary to render the property suitable for sale. The lender will commonly obtain the services of a real estate broker and pay the broker's commission in connection with the sale of the property. Depending upon market conditions, the ultimate proceeds of the sale of the property may not equal the lender's investment in the property. Any loss may be reduced by the receipt of any mortgage guaranty insurance proceeds.

Environmental Risks

Federal, state and local laws and regulations impose a wide range of requirements on activities that may affect the environment, health and safety. These include laws and regulations governing air pollutant emissions, hazardous and toxic substances, impacts to wetlands, leaks from underground storage tanks and the management, removal and disposal of lead- and asbestos-containing materials. In certain circumstances, these laws and regulations impose

obligations on the owners or operators of residential properties such as those subject to the loans. The failure to comply with these laws and regulations may result in fines and penalties.

Moreover, under various federal, state and local laws and regulations, an owner or operator of real estate may be liable for the costs of addressing hazardous substances on, in or beneath such property and related costs. Liability may be imposed without regard to whether the owner or operator knew of, or was responsible for, the presence of hazardous substances, and could exceed the value of the property and the aggregate assets of the owner or operator. In addition, persons who transport or dispose of hazardous substances, or arrange for the transportation, disposal or treatment of hazardous substances, at off-site locations may also be held liable if there are releases or threatened releases of hazardous substances at such off-site locations.

In addition, under the laws of some states and under the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), contamination of property may give rise to a lien on the property to assure the payment of the costs of clean-up. In several states, such a lien has priority over the lien of an existing mortgage against the property. Under CERCLA, the clean-up lien is subordinate to pre-existing, perfected security interests.

Under the laws of some states, and under CERCLA, there is a possibility that a lender may be held liable as an "owner or operator" for costs of addressing releases or threatened releases of hazardous substances at a property, regardless of whether or not the environmental damage or threat was caused by the current or prior owner or operator. CERCLA and some state laws provide an exemption from the definition of "owner or operator" for a secured creditor who, without "participating in the management" of a facility, holds indicia of ownership primarily to protect its security interest in the facility. The Solid Waste Disposal Act (SWDA) provides similar protection to secured creditors in connection with liability for releases of petroleum from certain underground storage tanks. However, if a lender "participates in the management" of the facility in question or is found not to have held its interest primarily to protect a security interest, the lender may forfeit its secured creditor exemption status.

A regulation promulgated by the U.S. Environmental Protection Agency (EPA) in April 1992 attempted to clarify the activities in which lenders could engage both prior to and subsequent to foreclosure of a security interest without forfeiting the secured creditor exemption under CERCLA. The rule was struck down in 1994 by the United States Court of Appeals for the District of Columbia Circuit in *Kelley ex rel State of Michigan v. Environmental Protection Agency*, 15 F.3d 1100 (D.C. Cir. 1994), *reh'g denied*, 25 F.3d 1088, *cert. denied sub nom. Am. Bankers Ass'n v. Kelley*, 115 S.Ct. 900 (1995). Another EPA regulation promulgated in 1995 clarifies the activities in which lenders may engage without forfeiting the secured creditor exemption under the underground storage tank provisions of SWDA. That regulation has not been struck down.

On September 30, 1996, Congress enacted the Asset Conservation, Limited Liability and Deposit Insurance Protection Act (ACA) which amended both CERCLA and SWDA to provide additional clarification regarding the scope of the lender liability exemptions under the two statutes. Among other things, ACA specifies the circumstances under which a lender will be

protected by the CERCLA and SWDA exemptions, both while the borrower is still in possession of the secured property and following foreclosure on the secured property.

Generally, ACA states that a lender who holds indicia of ownership primarily to protect a security interest in a facility will be considered to participate in management only if, while the borrower is still in possession of the facility encumbered by the security interest, the lender

- exercises decision-making control over environmental compliance related to the facility such that the lender has undertaken responsibility for hazardous substance handling or disposal practices related to the facility or

- exercises control at a level comparable to that of a manager of the facility such that the lender has assumed or manifested responsibility for (a) overall management of the facility encompassing daily decision-making with respect to environmental compliance or (b) overall or substantially all of the operational functions (as distinguished from financial or administrative functions) of the facility other than the function of environmental compliance.

ACA also specifies certain activities that are not considered to be "participation in management," including monitoring or enforcing the terms of the extension of credit or security interest, inspecting the facility, and requiring a lawful means of addressing the release or threatened release of a hazardous substance.

ACA also specifies that a lender who did not participate in management of a facility prior to foreclosure will not be considered an "owner or operator," even if the lender forecloses on the facility and after foreclosure sells or liquidates the facility, maintains business activities, winds up operations, undertakes an appropriate response action, or takes any other measure to preserve, protect, or prepare the facility prior to sale or disposition, if the lender seeks to sell or otherwise divest the facility at the earliest practicable, commercially reasonable time, on commercially reasonable terms, taking into account market conditions and legal and regulatory requirements.

ACA specifically addresses the potential liability of lenders who hold mortgages or similar conventional security interests in real property, such as the trust fund does in connection with the mortgage loans and the Home Improvement Contracts.

If a lender is or becomes liable under CERCLA, it may be authorized to bring a statutory action for contribution against any other "responsible parties," including a previous owner or operator. However, these persons or entities may be bankrupt or otherwise judgment proof, and the costs associated with environmental cleanup and related actions may be substantial. Moreover, some state laws imposing liability for addressing hazardous substances do not contain exemptions from liability for lenders. Whether the costs of addressing a release or threatened release at a property pledged as collateral for one of the loans would be imposed on the related trust fund, and thus occasion a loss to the holders, therefore depends on the specific factual and legal circumstances at issue.

Rights of Redemption

In some states, after sale pursuant to a deed of trust or foreclosure of a mortgage, the trustor or mortgagor and foreclosed junior lienors are given a statutory period in which to redeem the property from the foreclosure sale. The right of redemption should be distinguished from the equity of redemption, which is a non-statutory right that must be exercised prior to the foreclosure sale. In some states, redemption may occur only upon payment of the entire principal balance of the loan, accrued interest and expenses of foreclosure. In other states, redemption may be authorized if the former borrower pays only a portion of the sums due. The effect of a statutory right of redemption is to diminish the ability of the lender to sell the foreclosed property. The exercise of a right of redemption would defeat the title of any purchaser at a foreclosure sale, or of any purchaser from the lender subsequent to foreclosure or sale under a deed of trust. Consequently, the practical effect of a right of redemption is to force the lender to retain the property and pay the expenses of ownership until the redemption period has run. In some states, there is no right to redeem property after a trustee's sale under a deed of trust.

Junior Mortgages; Rights of Senior Mortgages

The mortgage loans comprising or underlying the primary assets included in the trust fund for a series will be secured by mortgages or deeds of trust, which may be second or more junior mortgages to other mortgages held by other lenders or institutional investors. The rights of the related trust fund (and therefore of the securityholders), as mortgagee under a junior mortgage, are subordinate to those of the mortgagee under the senior mortgage, including the prior rights of the senior mortgagee to receive hazard insurance and condemnation proceeds and to cause the property securing the mortgage loan to be sold upon default of the mortgagor, thereby extinguishing the junior mortgagee's lien unless the junior mortgagee asserts its subordinate interest in the property in foreclosure litigation and, possibly, satisfies the defaulted senior mortgage. A junior mortgagee may satisfy a defaulted senior loan in full and, in some states, may cure the default and bring the senior loan current, in either event adding the amounts expended to the balance due on the junior loan. In most states, absent a provision in the mortgage or deed of trust, no notice of default is required to be given to a junior mortgagee.

The standard form of the mortgage used by most institutional lenders confers on the mortgagee the right both to receive all proceeds collected under any hazard insurance policy and all awards made in connection with condemnation proceedings, and to apply the proceeds and awards to any indebtedness secured by the mortgage, in such order as the mortgagee may determine. Thus, in the event improvements on the property are damaged or destroyed by fire or other casualty, or in the event the property is taken by condemnation, the mortgagee or beneficiary under underlying senior mortgages will have the prior right to collect any insurance proceeds payable under a hazard insurance policy and any award of damages in connection with the condemnation and to apply the same to the indebtedness secured by the senior mortgages. Proceeds in excess of the amount of senior mortgage indebtedness, in most cases, may be applied to the indebtedness of a junior mortgage.

Another provision sometimes found in the form of the mortgage or deed of trust used by institutional lenders obligates the mortgagor to pay before delinquency all taxes and assessments

on the property and, when due, all encumbrances, charges and liens on the property that appear prior to the mortgage or deed of trust, to provide and maintain fire insurance on the property, to maintain and repair the property and not to commit or permit any waste thereof, and to appear in and defend any action or proceeding purporting to affect the property or the rights of the mortgagee under the mortgage. Upon a failure of the mortgagor to perform any of these obligations, the mortgagee is given the right under certain mortgages to perform the obligation itself, at its election, with the mortgagor agreeing to reimburse the mortgagee for any sums expended by the mortgagee on behalf of the mortgagor. All sums so expended by the mortgagee become part of the indebtedness secured by the mortgage.

Anti-Deficiency Legislation and Other Limitations on Lenders

Certain states have imposed statutory prohibitions that limit the remedies of a beneficiary under a deed of trust or a mortgagee under a mortgage. In some states, statutes limit the right of the beneficiary or mortgagee to obtain a deficiency judgment against the borrower following foreclosure or sale under a deed of trust. A deficiency judgment is a personal judgment against the former borrower equal in most cases to the difference between the net amount realized upon the public sale of the real property and the amount due to the lender. Other statutes require the beneficiary or mortgagee to exhaust the security afforded under a deed of trust or mortgage by foreclosure in an attempt to satisfy the full debt before bringing a personal action against the borrower. In other states, the lender has the option of bringing a personal action against the borrower on the debt without first exhausting the security. However, in some of these states, the lender, following judgment on the personal action, may be deemed to have elected a remedy and may be precluded from exercising remedies with respect to the security. Consequently, the practical effect of the election requirement, when applicable, is that lenders will usually proceed first against the security rather than bringing a personal action against the borrower. Finally, other statutory provisions limit any deficiency judgment against the former borrower following a foreclosure sale to the excess of the outstanding debt over the fair market value of the property at the time of the public sale. The purpose of these statutes is generally to prevent a beneficiary or a mortgagee from obtaining a large deficiency judgment against the former borrower as a result of low or no bids at the foreclosure sale.

In addition to laws limiting or prohibiting deficiency judgments, numerous other statutory provisions, including the Federal Bankruptcy Code, the Relief Act and state laws affording relief to debtors, may interfere with or affect the ability of the secured lender to realize upon collateral and/or enforce a deficiency judgment. For example, with respect to Federal Bankruptcy Code, the filing of a petition acts as a stay against the enforcement of remedies for collection of a debt. Moreover, a court with federal bankruptcy jurisdiction may permit a debtor through a rehabilitation plan under chapter 13 of the Federal Bankruptcy Code to cure a monetary default with respect to a loan on his residence by paying arrearages within a reasonable time period and reinstating the original loan payment schedule even though the lender accelerated the loan and the lender has taken all steps to realize upon its security (provided no sale of the property has yet occurred) prior to the filing of the debtor's chapter 13 petition. Some courts with federal bankruptcy jurisdiction have approved plans, based on the particular facts of the reorganization case, that effected the curing of a loan default by permitting the obligor to pay arrearages over a number of years.

Courts with federal bankruptcy jurisdiction have also indicated that the terms of a mortgage loan may be modified if the borrower has filed a petition under chapter 13. These courts have suggested that such modifications may include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan. Federal bankruptcy law and limited case law indicate that the foregoing modifications could not be applied to the terms of a loan secured by property that is the principal residence of the debtor. In all cases, the secured creditor is entitled to the value of its security plus post-petition interest, attorney's fees and costs to the extent the value of the security exceeds the debt.

In a chapter 11 case under the Federal Bankruptcy Code, the lender is precluded from foreclosing without authorization from the bankruptcy court. The lender's lien may be transferred to other collateral and/or be limited in amount to the value of the lender's interest in the collateral as of the date of the bankruptcy. The loan term may be extended, the interest rate may be adjusted to market rates and the priority of the loan may be subordinated to bankruptcy court-approved financing. The bankruptcy court can, in effect, invalidate due-on-sale clauses through confirmed Chapter 11 plans of reorganization.

The Federal Bankruptcy Code provides priority to certain tax liens over the lender's security. This may delay or interfere with the enforcement of rights in respect of a defaulted mortgage loan. In addition, substantive requirements are imposed upon lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws. The laws include the Federal Truth in Lending Act, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Fair Credit Billing Act, Fair Credit Reporting Act and related statutes and regulations. These federal laws impose specific statutory liabilities upon lenders that originate loans and that fail to comply with the provisions of the law. In some cases, this liability may affect assignees of the loans.

Due-on-Sale Clauses in Mortgage Loans

Due-on-sale clauses permit the lender to accelerate the maturity of the loan if the borrower sells or transfers, whether voluntarily or involuntarily, all or part of the real property securing the loan without the lender's prior written consent. The enforceability of these clauses has been the subject of legislation or litigation in many states, and in some cases, typically involving single family residential mortgage transactions, their enforceability has been limited or denied. In any event, the Garn-St. Germain Depository Institutions Act of 1982 preempts state constitutional, statutory and case law that prohibits the enforcement of due-on-sale clauses and permits lenders to enforce these clauses in accordance with their terms, subject to certain exceptions. As a result, due-on-sale clauses have become generally enforceable except in those states whose legislatures exercised their authority to regulate the enforceability of such clauses with respect to mortgage loans that were (i) originated or assumed during the "window period" under the Garn-St. Germain Act, which ended in all cases not later than October 15, 1982, and (ii) originated by lenders other than national banks, federal savings institutions and federal credit unions. Freddie Mac has taken the position in its published mortgage servicing standards that, out of a total of eleven "window period states," five states (Arizona, Michigan, Minnesota, New Mexico and Utah) have enacted statutes extending, on various terms and for varying periods, the

prohibition on enforcement of due-on-sale clauses with respect to certain categories of window period loans. Also, the Garn-St. Germain Act does "encourage" lenders to permit assumption of loans at the original rate of interest or at some other rate less than the average of the original rate and the market rate.

In addition, under the Federal Bankruptcy Code, due-on-sale clauses may not be enforceable in bankruptcy proceedings and may, under certain circumstances, be eliminated in any modified mortgage resulting from bankruptcy proceedings.

Enforceability of Prepayment and Late Payment Fees

Forms of notes, mortgages and deeds of trust used by lenders may contain provisions obligating the borrower to pay a late charge if payments are not timely made, and in some circumstances may provide for prepayment fees or penalties if the obligation is paid prior to maturity. In certain states, there are or may be specific limitations upon the late charges a lender may collect from a borrower for delinquent payments. Certain states also limit the amounts that a lender may collect from a borrower as an additional charge if the loan is prepaid. Late charges and prepayment fees are typically retained by servicers as additional servicing compensation. Although the Parity Act permits the collection of prepayment charges and late fees in connection with some types of eligible loans preempting any contrary state law prohibitions, some states may not recognize the preemptive authority of the Parity Act or have formally opted out of the Parity Act. As a result, it is possible that prepayment charges and late fees may not be collected even on loans that provide for the payment of those charges. The master servicer or another entity identified in the accompanying prospectus supplement will be entitled to all prepayment charges and late payment charges received on the loans and those amounts will not be available for payment on the bonds. The Office of Thrift Supervision (OTS), the agency that administers the Parity Act for unregulated housing creditors, withdrew its favorable Parity Act regulations and Chief Counsel Opinions that previously authorized lenders to charge prepayment charges and late fees in certain circumstances notwithstanding contrary state law, effective with respect to loans originated on or after July 1, 2003. However, the OTS's ruling does not retroactively affect loans originated before July 1, 2003.

Equitable Limitations on Remedies

In connection with lenders' attempts to realize upon their security, courts have invoked general equitable principles. The equitable principles are generally designed to relieve the borrower from the legal effect of his default under the loan documents. Examples of judicial remedies that have been fashioned include judicial requirements that the lender undertake affirmative and expensive actions to determine the causes of the borrower's default and the likelihood that the borrower will be able to reinstate the loan. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate borrowers who are suffering from temporary financial disability. In other cases, courts have limited the right of a lender to realize upon its security if the default under the security agreement is not monetary, such as the borrower's failure to adequately maintain the property or the borrower's execution of secondary financing affecting the property. Finally, some courts have been faced with the issue of whether or not federal or state constitutional provisions reflecting due process concerns for adequate

notice require that borrowers under security agreements receive notices in addition to the statutorily-prescribed minimums. For the most part, these cases have upheld the notice provisions as being reasonable or have found that, in cases involving the sale by a trustee under a deed of trust or by a mortgagee under a mortgage having a power of sale, there is insufficient state action to afford constitutional protections to the borrower.

Most conventional single-family mortgage loans may be prepaid in full or in part without penalty. The regulations of the Office of Thrift Supervision prohibit the imposition of a prepayment penalty or equivalent fee for or in connection with the acceleration of a loan by exercise of a due-on-sale clause. A mortgagee to whom a prepayment in full has been tendered may be compelled to give either a release of the mortgage or an instrument assigning the existing mortgage. The absence of a restraint on prepayment, particularly with respect to mortgage loans having higher mortgage rates, may increase the likelihood of refinancing or other early retirements of such mortgage loans.

Applicability of Usury Laws

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 provides that state usury limitations shall not apply to certain types of residential first mortgage loans originated by certain lenders after March 31, 1980. Similar federal statutes were in effect with respect to mortgage loans made during the first three months of 1980. The Office of Thrift Supervision, as successor to the Federal Home Loan Bank Board, is authorized to issue rules and regulations and to publish interpretations governing implementation of Title V.

Title V authorizes any state to reimpose interest rate limits by adopting a state law before April 1, 1983 or by certifying that the voters of such state have voted in favor of any provision, constitutional or otherwise, which expressly rejects an application of the federal law. Fifteen states adopted such a law prior to the April 1, 1983 deadline. In addition, even where Title V is not rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on mortgage loans covered by Title V.

The Home Improvement Contracts and the Manufactured Housing Contracts

General

The Home Improvement Contracts and Manufactured Housing Contracts, other than those that are unsecured or secured by mortgages on real estate, generally are “chattel paper” or constitute “purchase money security interests,” each as defined in the Uniform Commercial Code (UCC) in effect in the applicable jurisdiction. Pursuant to the UCC, the sale of chattel paper is treated in a manner similar to perfection of a security interest in chattel paper. Under the related agreement, the depositor will transfer physical possession of the contracts to the trustee or a custodian or may retain possession of the contracts as custodian for the trustee. In addition, the depositor will make an appropriate filing of a UCC-1 financing statement in the appropriate states to give notice of the trustee’s ownership of the contracts. The contracts will typically not be stamped or otherwise marked to reflect their assignment from the depositor to the trustee.

Therefore, if through negligence, fraud or otherwise, a subsequent purchaser were able to take physical possession of the contracts without notice of such assignment, the trustee's interest in the contracts could be defeated.

Security Interests in Home Improvements

A Home Improvement Contract that is secured by the related home improvements grants to the originator of the contract a purchase money security interest in the related home improvements to secure all or part of the purchase price of the home improvements and related services. A financing statement generally is not required to be filed to perfect a purchase money security interest in consumer goods. Purchase money security interests of this type are assignable. In general, a purchase money security interest grants to the holder a security interest that has priority over a conflicting security interest in the same collateral and the proceeds of the collateral. However, to the extent that the collateral subject to a purchase money security interest becomes a fixture, in order for the related purchase money security interest to take priority over a conflicting interest in the fixture, the holder's interest in the home improvement must generally be perfected by a timely fixture filing. In general, under the UCC, a security interest does not exist under the UCC in ordinary building material incorporated into an improvement on land. Home Improvement Contracts that finance lumber, bricks, other types of ordinary building material or other goods that are deemed to lose their characterization, upon incorporation of the materials into the related property, will not be secured by a purchase money security interest in the home improvement being financed.

Enforcement of Security Interest in Home Improvements

So long as the home improvement has not become subject to real estate law, a creditor can repossess a home improvement securing a Home Improvement Contract by voluntary surrender, by "self-help" repossession that is "peaceful" (*i.e.*, without breach of the peace) or, in the absence of voluntary surrender and the ability to repossess without breach of the peace, by judicial process. The holder of a Home Improvement Contract must give the debtor a number of days' notice, which varies from ten to 30 days depending on the state, prior to commencement of any repossession. The UCC and consumer protection laws in most states place restrictions on repossession sales, including requiring prior notice to the debtor and commercial reasonableness in effecting the sale. The law in most states also requires that the debtor be given notice of any sale prior to resale of the unit that the debtor may redeem it at or before resale.

Under the laws applicable in most states, a creditor is entitled to obtain a deficiency judgment from a debtor for any deficiency on repossession and resale of the property securing the debtor's loan. However, some states impose prohibitions or limitations on deficiency judgments, and in many cases the defaulting borrower will have no assets from which to pay a judgment.

Certain other statutory provisions, including federal and state bankruptcy and insolvency laws and general equitable principles, may limit or delay the ability of a lender to repossess and resell collateral or enforce a deficiency judgment.

Security Interests in the Manufactured Homes

The manufactured homes securing the Manufactured Housing Contracts may be located in all 50 states and the District of Columbia. Security interests in manufactured homes may be perfected either by notation of the secured party's lien on the certificate of title or by delivery of the required documents and payment of a fee to the state motor vehicle authority, depending on state law. The security interests of the trustee in the manufactured homes will not be noted on the certificates of title or by delivery of the required documents and payment of fees to the applicable state motor vehicle authorities unless the related prospectus supplement so requires. With respect to each transaction, a decision will be made as to whether or not the security interests of the trustee in the manufactured homes will be noted on the certificates of title and the required documents and fees will be delivered to the applicable state motor vehicle authorities based upon, among other things, the practices and procedures of the related originator and servicer and after consultation with the applicable rating agency or rating agencies. In some nontitle states, perfection pursuant to the provisions of the UCC is required. As manufactured homes have become large and often have been attached to their sites without any apparent intention to move them, courts in many states have held that manufactured homes, under particular circumstances, may become governed by real estate title and recording laws. As a result, a security interest in a manufactured home could be rendered subordinate to the interests of other parties claiming an interest in the manufactured home under applicable state real estate law. In order to perfect a security interest in a manufactured home under real estate laws, the secured party must file either a "fixture filing" under the provisions of the UCC or a real estate mortgage under the real estate laws of the state where the home is located. These filings must be made in the real estate records office of the county where the manufactured home is located. If so specified in the related prospectus supplement, the Manufactured Housing Contracts may contain provisions prohibiting the borrower from permanently attaching the manufactured home to its site. So long as the borrower does not violate this agreement, a security interest in the manufactured home will be governed by the certificate of title laws or the UCC, and the notation of the security interest on the certificate of title or the filing of a UCC financing statement will be effective to maintain the priority of the security interest in the manufactured home. If, however, a manufactured home is permanently attached to its site, the related lender may be required to perfect a security interest in the manufactured home under applicable real estate laws.

In the event that the owner of a manufactured home moves it to a state other than the state in which the manufactured home initially is registered, under the laws of most states the perfected security interest in the manufactured home would continue for four months after relocation and, after expiration of the four months, only if and after the owner re-registers the manufactured home in the new state. If the owner were to relocate a manufactured home to another state and not re-register a security interest in that state, the security interest in the manufactured home would cease to be perfected. A majority of states generally require surrender of a certificate of title to re-register a manufactured home. Accordingly, the secured party must surrender possession if it holds the certificate of title to the manufactured home or, in the case of manufactured homes registered in states which provide for notation of lien on the certificate of title, notice of surrender would be given to the secured party noted on the certificate of title. In states which do not require a certificate of title for registration of a manufactured home, re-registration could defeat perfection.

Under the laws of most states, liens for repairs performed on a manufactured home and liens for personal property taxes take priority over a perfected security interest in the manufactured home.

Consumer Protection Laws

The so-called "Holder-in-Due-Course" rule of the Federal Trade Commission is intended to defeat the ability of the transferor of a consumer credit contract that is the seller of goods that gave rise to the transaction (and certain related lenders and assignees) to transfer the contract free of notice of claims by the related debtor. The effect of this rule is to subject the assignee of the contract to all claims and defenses the debtor could assert against the seller of goods. Liability under this rule is limited to amounts paid under a contract; however, the obligor also may be able to assert the rule to set off remaining amounts due as a defense against a claim brought by the trustee against such obligor. Numerous other federal and state consumer protection laws impose requirements applicable to the origination and lending pursuant to the contracts, including the Federal Truth in Lending Act, the Federal Trade Commission Act, the Fair Credit Billing Act, the Fair Credit Reporting Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act and the Uniform Consumer Credit Code. In the case of some of these laws, the failure to comply with their provisions may affect the enforceability of the related contract.

Applicability of Usury Laws

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 provides that, subject to the following conditions, state usury limitations shall not apply to any contract that is secured by a first lien on certain kinds of consumer goods. The Home Improvement Contracts or Manufactured Housing Contracts would be covered if they satisfy certain conditions, among other things, governing the terms of any prepayments, late charges and deferral fees and requiring a 30-day notice period prior to instituting any action leading to repossession of the related unit.

Title V authorized any state to reimpose limitations on interest rates and finance charges by adopting before April 1, 1983 a law or constitutional provision that expressly rejects application of the federal law. Fifteen states adopted such a law prior to the April 1, 1983 deadline. In addition, even where Title V was not rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on loans covered by Title V.

Installment Sales Contracts

The loans may also consist of installment sales contracts. Under an installment sales contract the seller/lender retains legal title to the property and enters into an agreement with the purchaser/borrower for the payment of the purchase price, plus interest, over the term of the contract. Only after full performance by the purchaser/borrower of the contract is the seller/lender obligated to convey title to the property to the borrower. As with mortgage or deed of trust financing, during the effective period of the installment sales contract, the borrower is generally responsible for maintaining the property in good condition and for paying real estate taxes, assessments and hazard insurance policy premiums associated with the property.

The method of enforcing the rights of the seller/lender under an installment sales contract varies on a state-by-state basis depending upon the extent to which state courts are willing, or able pursuant to state statute, to enforce the contract strictly according to the terms. The terms of installment sales contracts generally provide that upon a default by the borrower, the borrower loses his right to occupy the property, the entire indebtedness is accelerated, and the borrower's equitable interest in the property is forfeited. The seller/lender in such a situation does not have to foreclose in order to obtain title to the property, although in some cases a quiet title action is in order if the borrower has filed the installment sales contract in local land records and an ejectment action may be necessary to recover possession. In a few states, particularly in cases of borrower default during the early years of an installment sales contract, the courts will permit ejectment of the buyer and a forfeiture of his interest in the property. However, most state legislatures have enacted provisions by analogy to mortgage law protecting borrowers under installment sales contracts from the harsh consequences of forfeiture. Under these statutes, a judicial or nonjudicial foreclosure may be required, the lender may be required to give notice of default and the borrower may be granted some grace period during which the installment sales contract may be reinstated upon full payment of the default amount and the borrower may have a post-foreclosure statutory redemption right. In other states, courts in equity may permit a borrower with significant investment in the property under an installment sales contract for the sale of real estate to share in the proceeds of sale of the property after the indebtedness is repaid or may otherwise refuse to enforce the forfeiture clause. Nevertheless, generally speaking, the lender's procedures for obtaining possession and clear title under an installment sales contract in a given state are simpler and less time-consuming and costly than are the procedures for foreclosing and obtaining clear title to a property subject to one or more liens.

Civil Relief Act

Under the Servicemembers Civil Relief Act, or the Relief Act, members of all branches of the military on active duty, including draftees and reservists in military service,

- are entitled to have their interest rates reduced and capped at 6% per year, on obligations (including loans) incurred prior to the commencement of military service for the duration of military service, and

- may be entitled to a stay of proceedings on any kind of foreclosure or repossession action in the case of defaults on such obligations entered into prior to military service for the duration of military service, and

- may have the maturity of their obligations incurred prior to military service extended, the payments lowered and the payment schedule readjusted for a period of time after the completion of military service.

However, these benefits are subject to challenge by creditors and if, in the opinion of the court, the ability of a person to comply with his obligations is not materially impaired by military service, the court may apply equitable principles accordingly. Please note that various state laws may provide borrower protections similar, but not identical, to the Relief Act.

If a borrower's obligation to repay amounts otherwise due on a loan included in a trust fund for a series is relieved pursuant to the Relief Act or similar state statute, none of the trust fund, the servicer, the depositor or the trustee will be required to advance such amounts, and any related loss may reduce the amounts available to be paid to the holders of the related securities. Any shortfalls in interest collections on loans (or underlying loans), included in a trust fund for a series resulting from application of the Relief Act will be allocated to each class of securities of the series that is entitled to receive interest in respect of the loans (or underlying loans) in proportion to the interest that each class of securities would have otherwise been entitled to receive in respect of the loans (or underlying loans) had the interest shortfall not occurred.

The Sponsor

The sponsor will be EMC Mortgage Corporation ("EMC") for each series of securities unless otherwise indicated in the related prospectus supplement. The sponsor was incorporated in the State of Delaware on September 26, 1990, as a wholly owned subsidiary corporation of The Bear Stearns Companies Inc., and is an affiliate of the depositor and the underwriter. The sponsor was established as a mortgage banking company to facilitate the purchase and servicing of whole loan portfolios containing various levels of quality from "investment quality" to varying degrees of "non-investment quality" up to and including real estate owned assets ("REO"). The sponsor commenced operation in Texas on October 9, 1990.

Since its inception in 1990, the sponsor has purchased over $100 billion in residential whole loans and servicing rights, which include the purchase of newly originated alternative A, jumbo (prime) and sub-prime loans. Loans are purchased on a bulk and flow basis. The sponsor is one of the United States' largest purchasers of scratch and dent, sub-performing and non-performing residential mortgages and REO from various institutions, including banks, mortgage companies, thrifts and the U.S. government. Loans are generally purchased with the ultimate strategy of securitization into an array of Bear Stearns' securitizations based upon product type and credit parameters, including those where the loan has become re-performing or cash-flowing.

Performing loans include first lien fixed rate and ARMs, as well as closed end fixed rate second liens and lines of credit ("HELOCs"). Performing loans acquired by the sponsor are subject to varying levels of due diligence prior to purchase. Portfolios may be reviewed for credit, data integrity, appraisal valuation, documentation, as well as compliance with certain laws. Performing loans purchased will have been originated pursuant to the sponsor's underwriting guidelines or the originator's underwriting guidelines that are acceptable to the sponsor.

Subsequent to purchase by the sponsor, performing loans are pooled together by product type and credit parameters and structured into RMBS, with the assistance of Bear Stearns' Financial Analytics and Structured Transactions Group, for distribution into the primary market.

The sponsor has been securitizing residential mortgage loans since 1999.

The Depositor

The depositor, Bear Stearns Asset Backed Securities I LLC, was formed in the state of Delaware in January 2004, and is a wholly-owned subsidiary of The Bear Stearns Companies Inc.

The depositor will not engage in any activities other than to authorize, issue, sell, deliver, purchase and invest in (and enter into agreements in connection with), and/or to engage in the establishment of one or more trusts, which will issue and sell, bonds, notes, debt or equity securities, obligations and other securities and instruments. The depositor's securities must be collateralized or otherwise secured or backed by, or otherwise represent an interest in, among other things, receivables or pass-through certificates or participations or certificates of participation or beneficial ownership in one or more pools of receivables, and the proceeds of the foregoing, that arise in connection with loans secured by senior or junior mortgages on real estate or manufactured housing and any and all other commercial transactions and commercial, sovereign, student or consumer loans or indebtedness. The depositor may purchase, acquire, own, hold, transfer, convey, service, sell, pledge, assign, finance and otherwise deal with such receivables, pass-through certificates, or participations or certificates of participation or beneficial ownership. Article Three of the depositor's Limited Liability Company Agreement limits the depositor's activities to the above activities and certain related activities, such as credit enhancement with respect to depositor securities, and to any activities incidental to and necessary or convenient for the accomplishment of those purposes.

The depositor has been serving as a private secondary mortgage market conduit for residential mortgage loans since 2004. In conjunction with EMC's acquisition of mortgage loans, the depositor will execute a mortgage loan purchase agreement through which the loans will be transferred to itself. These loans are subsequently deposited in a common law or statutory trust, described in this prospectus, which will then issue the certificates.

After issuance and registration of the securities contemplated in this prospectus, in the related prospectus supplement and any supplement hereto, the depositor will have substantially no duties or responsibilities with respect to the pool assets or the securities, other than certain administrative duties as described in the related prospectus supplement.

Use of Proceeds

The depositor will apply all or substantially all of the net proceeds from the sale of each of the related trust fund series of securities for one or more of the following purposes:

- to purchase the primary assets of the related trust fund,
- to repay indebtedness incurred to obtain funds to acquire the primary assets of the related trust fund,
- to establish any reserve funds described in the related prospectus supplement, and
- to pay costs of structuring and issuing the securities, including the costs of obtaining any credit enhancement.

If specified in the related prospectus supplement, the purchase of the primary assets for a series may be effected by delivering the securities to the sponsor or any other seller in exchange for the primary assets.

Material Federal Income Tax Considerations

General

The following summary of the material federal income tax consequences of the purchase, ownership, and disposition of the securities is based on the opinion of any one of Thacher Proffitt & Wood LLP, Orrick, Herrington & Sutcliffe LLP, Greenberg Traurig, LLP or other tax counsel designated in the prospectus supplement as tax counsel to the depositor or the trust. This summary is based upon the provisions of the Code, the regulations promulgated thereunder, including, where applicable, proposed regulations, and the judicial and administrative rulings and decisions now in effect, all of which are subject to change or possible differing interpretations. The statutory provisions, regulations, and interpretations on which this interpretation is based are subject to change either prospectively or retroactively.

The summary does not purport to deal with all aspects of federal income taxation that may affect particular investors in light of their individual circumstances. This summary focuses primarily upon investors who will hold securities as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Code. If penalties were asserted against purchasers of the Securities offered hereunder in respect of their treatment of the Securities for tax purposes, the summary of tax considerations contained, and the opinions stated herein or in the prospectus supplement may not meet the conditions necessary for purchasers' reliance on that summary and those opinions to exculpate them from the asserted penalties. Prospective investors are encouraged to consult their own tax advisers concerning the federal, state, local and any other tax consequences as relates specifically to such investors in connection with the purchase, ownership and disposition of the securities.

The federal income tax consequences to securityholders will vary depending on whether:

- the securities of a series are classified as indebtedness;
- an election is made to treat the trust fund relating to a particular series of securities as one or more real estate mortgage investment conduits or REMICs under the Code;
- the securities represent an ownership interest in some or all of the assets included in the trust fund for a series; or
- an election is made to treat the trust fund relating to a particular series of certificates as a partnership.

The prospectus supplement for each series of securities will specify how the securities will be treated for federal income tax purposes and will discuss whether one or more REMIC elections, if any, will be made with respect to the series.

Status as Real Property Loans. Except to the extent otherwise provided in the related prospectus supplement, if the securities are regular interests in a REMIC or represent interests in a grantor trust, in the opinion of tax counsel:

- securities held by a domestic building and loan association will constitute "loans... secured by an interest in real property" within the meaning of Section 7701(a)(19)(C)(v) of the Code; and

- securities held by a real estate investment trust will constitute "real estate assets" within the meaning of Section 856(c)(4)(A) of the Code and interest on securities will be considered "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Section 856(c)(3)(B) of the Code.

- To the extent that the securities are neither regular interests in a REMIC nor interests in a grantor trust, they may not have the character described in the preceding sentence.

Taxation of Debt Securities

Interest and Acquisition Discount. Securities that are REMIC regular interests are generally taxable to holders in the same manner as evidences of indebtedness issued by the REMIC. Stated interest on the securities that are REMIC regular interests will be taxable as ordinary income and taken into account using the accrual method of accounting, regardless of the holder's regular method of accounting. Interest (other than original issue discount) on securities (other than securities that are REMIC regular interests) which are characterized as indebtedness for federal income tax purposes will be includible in income by holders thereof in accordance with their usual methods of accounting. When we refer to "debt securities" in this section, we mean securities characterized as debt for federal income tax purposes, including securities that are REMIC regular interests.

Debt securities that permit interest to accrue for more than one year before the payments of that interest and certain of the other debt securities issued at a discount may be issued with "original issue discount" or OID. The following discussion is based in part on the regulations issued under Sections 1271 through 1273 and 1275 of the Code, or OID Regulations. Holders are encouraged to be aware, however, that the OID Regulations do not adequately address certain issues relevant to prepayable securities, such as the debt securities.

In general, OID is the difference between the stated redemption price at maturity of a debt security and its issue price. A holder of a debt security must include OID in gross income as ordinary interest income as it accrues under a method taking into account an economic accrual of the discount. In general, OID must be included in income in advance of the receipt of the cash representing that income. The amount of OID on a debt security will be considered to be zero if it is less than a *de minimis* amount determined under the Code.

The issue price of a debt security is the first price at which a substantial amount of debt securities of that class are sold to the public (excluding bond houses, brokers, underwriters or wholesalers). If less than a substantial amount of a particular class of debt securities is sold for cash on or prior to the closing date, the issue price for that class will be treated as the fair market

value of that class on the closing date. The issue price of a debt security also includes the amount paid by an initial debt securityholder for accrued interest that relates to a period prior to the issue date of the debt security.

The stated redemption price at maturity of a debt security is the sum of all payments provided by the security other than "qualified stated interest" payments. Under the OID Regulations, qualified stated interest generally means interest payable at a single fixed rate or qualified variable rate (as described below), provided that the interest payments are unconditionally payable at intervals of one year or less during the entire term of the debt security. The OID Regulations state that interest payments are unconditionally payable only if a late payment or nonpayment is expected to be penalized or reasonable remedies exist to compel payment or the terms of the debt instrument otherwise make late payment or non-payment remote. Debt securities may provide for default remedies in the event of late payment or nonpayment of interest. Although the matter is not free from doubt, the trustee intends to treat interest on such debt securities as unconditionally payable and as constituting qualified stated interest. Interest is payable at a single fixed rate only if the rate appropriately takes into account the length of the interval between payments. Distributions of interest on debt securities with respect to which deferred interest will accrue will not constitute qualified stated interest payments, in which case the stated redemption price at maturity of such debt securities includes all distributions of interest thereon. Where the interval between the issue date and the first distribution date on a debt security is longer than the interval between subsequent distribution dates, the greater of (i) the interest foregone and (ii) the excess of the stated principal amount over the issue price will be included in the stated redemption price at maturity and tested under the *de minimis* rule described below. Where the interval between the issue date and the first distribution date on a debt security is shorter than the interval between subsequent distribution dates, all of the additional interest will be included in the stated redemption price at maturity and tested under the *de minimis* rule described below. In the case of a debt security with a long first period that has non-*de minimis* OID, all stated interest in excess of interest payable at the effective interest rate for the long first period will be included in the stated redemption price at maturity and the debt security will generally have OID. Holders of debt securities are encouraged to consult their own tax advisors to determine the issue price and stated redemption price at maturity of a debt security.

Under the *de minimis* rule, OID on a debt security will generally be considered to be zero if the OID is less than 0.25% of the stated redemption price at maturity of the debt security multiplied by the weighted average maturity of the debt security. For this purpose, the weighted average maturity of the debt security is computed as the sum of the amounts determined by multiplying the number of full years (*i.e.*, rounding down partial years) from the issue date until each distribution in reduction of stated redemption price at maturity is scheduled to be made by a fraction, the numerator of which is the amount of each distribution included in the stated redemption price at maturity of the debt security and the denominator of which is the stated redemption price at maturity of the debt security. Holders generally must report *de minimis* OID pro rata as principal payments are received, and such income will be capital gain if the debt security is held as a capital asset. However, holders may elect to accrue all *de minimis* OID as well as market discount under a constant yield method. See "—Election to Treat All Interest as Original Issue Discount" below.

In addition, under the OID Regulations, there is a special method for determining whether the OID for a debt security that bears interest for one or more accrual periods at a rate below the rate applicable for the remaining term of such debt security (*e.g.*, a debt security with teaser rates or interest holidays) is *de minimis*. In that case, the OID will be caused to be more than *de minimis* only if the greater of (x) the foregone interest on such debt security resulting from the teaser rate or interest holiday and (y) any "true" discount on such debt security (*i.e.*, the excess of the debt security's stated principal amount over its issue price) exceeds the *de minimis* amount, in which case the stated interest on the debt security will be treated as OID rather than qualified stated interest.

Debt securities may provide for interest based on a qualified variable rate. Under the OID Regulations, interest is generally treated as payable at a qualified variable rate and not as contingent interest if

- the interest is unconditionally payable at least annually,
- the issue price of the debt instrument does not exceed the total noncontingent principal payments, and
- interest is based on a "qualified floating rate," an "objective rate," or a combination of "qualified floating rates" that do not operate in a manner that significantly accelerates or defers interest payments on the debt security.

In the case of certain of the debt securities, none of the payments under the instrument will be considered qualified stated interest, and thus the aggregate amount of all payments will be included in the stated redemption price at maturity.

The Internal Revenue Service, or IRS, issued contingent payment regulations governing the calculation of OID on instruments having contingent interest payments. These contingent payment regulations represent the only guidance regarding the views of the IRS with respect to contingent interest instruments and specifically do not apply for purposes of calculating OID on debt instruments subject to Section 1272(a)(6) of the Code, such as the debt securities. Additionally, the OID Regulations do not contain provisions specifically interpreting Section 1272(a)(6) of the Code. Until the Treasury issues guidance to the contrary, the trustee intends to base its computation of OID on Section 1272(a)(6) of the Code and the OID Regulations as described in this prospectus. However, because no regulatory guidance currently exists under Section 1272(a)(6) of the Code, there can be no assurance that such methodology represents the correct manner of calculating OID.

The holder of a debt security issued with OID must include in gross income, for all days during its taxable year on which it holds the debt security, the sum of the "daily portions" of OID. The amount of OID includible in income by a holder will be computed by allocating to each day during an accrual period a pro rata portion of the OID that accrued during the accrual period. In the case of a debt security that is not a REMIC regular interest security and the principal payments on which are not subject to acceleration resulting from prepayments on the loans, the amount of OID includible in income of a holder for an accrual period (generally the period over which interest accrues on the debt instrument) will equal the product of the yield to

maturity of the debt security and the adjusted issue price of the debt security, reduced by any payments of qualified stated interest. The adjusted issue price is the sum of the debt security's issue price plus prior accruals of OID, reduced by the total payments made with respect to the debt security in all prior periods other than qualified stated interest payments.

Certain classes of the debt securities may be "pay-through securities," which are debt instruments that are subject to acceleration due to prepayments on other debt obligations securing those instruments. The amount of OID to be included in the income of a holder of a pay-through security is computed by taking into account the prepayment rate assumed in pricing the debt instrument. The amount of OID that will accrue during an accrual period on a pay-through security is the *excess*, if any, of the

- sum of

  (a) the present value of all payments remaining to be made on the pay-through security as of the close of the accrual period and

  (b) the payments during the accrual period of amounts included in the stated redemption price of the pay-through security,

over

- the adjusted issue price of the pay-through security at the beginning of the accrual period.

The present value of the remaining payments is to be determined on the basis of three factors:

- the original yield to maturity of the pay-through security (determined on the basis of compounding at the end of each accrual period and properly adjusted for the length of the accrual period),

- events that have occurred before the end of the accrual period and

- the assumption that the remaining payments will be made in accordance with the original prepayment assumption.

The effect of this method is to increase the portions of OID required to be included in income by a holder of a pay-through security to take into account prepayments with respect to the loans at a rate that exceeds the prepayment assumption, and to decrease (but not below zero for any period) the portions of OID required to be included in income by a holder of a pay-through security to take into account prepayments with respect to the loans at a rate that is slower than the prepayment assumption. Although OID will be reported to holders of pay-through securities based on the prepayment assumption, no representation is made to holders that loans will be prepaid at that rate or at any other rate.

The depositor may adjust the accrual of OID on a class of securities that are REMIC regular interests in a manner that it believes to be appropriate, to take account of realized losses on the loans, although the OID Regulations do not provide for such adjustments. If the IRS were to require that OID be accrued without such adjustments, the rate of accrual of OID for a class of securities that are REMIC regular interests could increase.

Certain classes of securities may represent more than one class of REMIC regular interests. Unless otherwise provided in the related prospectus supplement, the applicable trustee intends, based on the OID Regulations, to calculate OID on such securities as if, solely for the purposes of computing OID, the separate regular interests were a single debt instrument.

A subsequent holder of a debt security will also be required to include OID in gross income, but a holder who purchases the debt security for an amount that exceeds its adjusted issue price will be entitled (as will an initial holder who pays more than a debt security's issue price) to offset such OID by comparable economic accruals of portions of the excess.

Effects of Defaults and Delinquencies. Holders will be required to accrue interest and OID income with respect to the related securities without giving effect to delays and reductions in distributions attributable to a default or delinquency on the loans, except possibly to the extent that it can be established that such amounts are uncollectible. As a result, the amount of income (including OID) reported by a holder of a security in any period could significantly exceed the amount of cash distributed to the holder in that period. The holder will eventually be allowed a loss (or will be allowed to report a lesser amount of income) to the extent that the aggregate amount of distributions on the securities is reduced as a result of a loan default. However, the timing and character of losses or reductions in income are uncertain and, accordingly, holders of securities are encouraged to consult their own tax advisors on this point.

Interest Weighted Securities. An "interest weighted security" is a security that is a REMIC regular interest or a "stripped" security (as discussed under "—Tax Status as a Grantor Trust; General" below) the payments on which consist solely or primarily of a specified portion of the interest payments on qualified mortgages held by the REMIC or on loans underlying pass-through securities. It is not clear how income should be accrued with respect to interest weighted securities. The trustee intends to take the position that all of the income derived from an interest weighted security should be treated as OID and that the amount and rate of accrual of such OID should be calculated using the rules described above as applicable to debt instruments issued with OID and by treating none of the payments on the interest weighted security as qualified stated interest. However, in the case of interest weighted securities that are entitled to some payments of principal and are REMIC regular interests, the IRS could assert that income derived from the interest weighted security should be calculated as if the security were a security purchased at a premium equal to the excess of the price paid by the holder for the security over its stated principal amount, if any. Under this approach, a holder would be entitled to amortize such premium only if it has in effect an election under Section 171 of the Code with respect to all taxable debt instruments held by such holder, as described below. Alternatively, the IRS could assert that an interest weighted security should be taxable under the rules governing bonds issued with contingent payments. This treatment may be more likely in the case of interest weighted securities that are stripped securities as described below. See "—Tax Status as a Grantor Trust—*Discount or Premium on Pass-Through Securities*" below.

Variable Rate Debt Securities. In the case of debt securities bearing interest at a rate that varies directly, according to a fixed formula, with an objective index, it appears that the yield to maturity of the debt securities and, in the case of pay-through securities, the present value of all payments remaining to be made on the debt securities, should be calculated as if the interest index remained at its value as of the issue date of the securities. Because the proper method of adjusting accruals of OID on a variable rate debt security is uncertain, holders of variable rate debt securities are encouraged to consult their own tax advisers regarding the appropriate treatment of such securities for federal income tax purposes.

Market Discount. A purchaser of a security may be subject to the market discount rules of sections 1276 through 1278 of the Code. A holder that acquires a debt security with more than a prescribed *de minimis* amount of "market discount" (generally, the excess of the principal amount of the debt security over the purchaser's purchase price) will be required to include accrued market discount in income as ordinary income in each month, but limited to an amount not exceeding the principal payments on the debt security received in that month and, if the securities are sold, the gain realized. This market discount would accrue in a manner to be provided in Treasury regulations but, until such regulations are issued, market discount would in general accrue either

- on the basis of a constant yield (in the case of a pay-through security, taking into account a prepayment assumption) or

- in the ratio of (a) in the case of securities (or, in the case of a pass-through security, as set forth below, the loans underlying the security) not originally issued with OID, stated interest payable in the relevant period to total stated interest remaining to be paid at the beginning of the period or (b) in the case of securities (or, in the case of a pass-through security, as described below, the loans underlying the security) originally issued at a discount, OID in the relevant period to total OID remaining to be paid.

Section 1277 of the Code provides that, regardless of the origination date of the debt security (or, in the case of a pass-through security, the underlying loans), the excess of interest paid or accrued to purchase or carry the security (or, in the case of a pass-through security, as described below, the underlying loans) with market discount over interest received on the security is allowed as a current deduction only to the extent such excess is greater than the market discount that accrued during the taxable year in which such interest expense was incurred. In general, the deferred portion of any interest expense will be deductible when such market discount is included in income, including upon the sale, disposition, or repayment of the security (or, in the case of a pass-through security, an underlying loan). A holder may elect to include market discount in income currently as it accrues on all market discount obligations acquired by such holder during the taxable year such election is made and thereafter, in which case the interest deferral rule will not apply.

Premium. A holder who purchases a debt security (other than an interest weighted security to the extent described above) at a cost greater than its stated redemption price at maturity, generally will be considered to have purchased the security at a premium, which it may elect to amortize as an offset to interest income on the security (and not as a separate deduction item) on a constant yield method. Although no regulations addressing the computation of

premium accrual on comparable securities have been issued, the legislative history of The Tax Reform Act of 1986 indicates that premium is to be accrued in the same manner as market discount. Accordingly, it appears that the accrual of premium on a class of pay-through securities will be calculated using the prepayment assumption used in pricing the class. If a holder makes an election to amortize premium on a debt security, the election will apply to all taxable debt instruments (including all REMIC regular interests and all pass-through certificates representing ownership interests in a trust holding debt obligations) held by the holder at the beginning of the taxable year in which the election is made, and to all taxable debt instruments acquired thereafter by the holder, and will be irrevocable without the consent of the IRS. Purchasers who pay a premium for the securities are encouraged to consult their tax advisers regarding the election to amortize premium and the method to be employed.

On December 30, 1997, the IRS issued final amortizable bond premium regulations dealing with amortizable bond premium. The regulations specifically do not apply to prepayable debt instruments subject to Section 1272(a)(6) of the Code. Absent further guidance from the IRS, the trustee intends to account for amortizable bond premium in the manner described above. Prospective purchasers of the debt securities are encouraged to consult their tax advisors regarding the possible application of the amortizable bond premium regulations.

Election to Treat All Interest as Original Issue Discount. The OID Regulations permit the holder of a debt security to elect to accrue all interest, discount (including *de minimis* market discount or OID) and premium, based on a constant yield method for debt securities acquired on or after April 4, 1994. If such an election were to be made with respect to a debt security with market discount, the holder of the debt security would be deemed to have made an election to include in income currently market discount with respect to all other debt instruments having market discount that such holder of the debt security acquires during the year of the election or thereafter. Similarly, the holder of a debt security that makes this election for a debt security that is acquired at a premium will be deemed to have made an election to amortize bond premium with respect to all debt instruments having amortizable bond premium that the holder owns or acquires. The election to accrue interest, discount and premium on a constant yield method with respect to a debt security is irrevocable.

Taxation of the REMIC and its Holders

General. In the opinion of tax counsel, if one or more REMIC elections, as applicable, are made with respect to a series of securities, then the arrangement by which the securities of that series are issued will be treated as one or more REMICs, as long as all of the provisions of the applicable governing agreement are complied with and the statutory and regulatory requirements are satisfied. Securities will be designated as “regular interests” or “residual interests” in a REMIC, as specified in the related prospectus supplement.

Except to the extent specified otherwise in a prospectus supplement, if a REMIC election is made with respect to a series of securities:

- securities held by a domestic building and loan association will constitute "a regular or a residual interest in a REMIC" within the meaning of Section 7701(a)(19)(C)(xi) of the Code (assuming that at least 95% of the REMIC's assets consist of cash, government securities, "loans secured by an interest in real property," and other types of assets described in Section 7701(a)(19)(C) of the Code); and

- securities held by a real estate investment trust will constitute "real estate assets" within the meaning of Section 856(c)(4)(A) of the Code, and income with respect to the securities will be considered "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Section 856(c)(3)(B) of the Code (assuming, for both purposes, that at least 95% of the REMIC's assets are qualifying assets).

If less than 95% of the REMIC's assets consists of assets described in the immediately preceding bullets, then a security will qualify for the tax treatment described in the previous sentence in the proportion that such REMIC's assets are qualifying assets.

REMIC Expenses; Single Class REMICs

As a general rule, all of the expenses of a REMIC will be taken into account by holders of the residual interest securities. In the case of a "single class REMIC," however, the expenses will be allocated under Treasury regulations among the holders of the REMIC regular interest securities and the holders of the REMIC residual interest securities on a daily basis in proportion to the relative amounts of income accruing to each holder on that day. A "single class REMIC" refers to any REMIC that would be classified as a grantor trust in the absence of a REMIC election, including a REMIC with more than one class of interests that would, nevertheless, be classified as a grantor trust pursuant to Section 301.7701-4(c) of the Treasury regulations, absent such an election. In the case of a holder of a REMIC regular interest security who is an individual or a "pass-through interest holder" (including certain pass-through entities but not including real estate investment trusts), the expenses will be deductible only to the extent that the expenses, plus other "miscellaneous itemized deductions" of the holder, exceed 2% of the holder's adjusted gross income and not deductible for purposes of calculating an individual holder's alternative minimum tax liability. In addition, the amount of itemized deductions otherwise allowable for the taxable year for an individual whose adjusted gross income exceeds the applicable amount will be reduced.

This reduction is scheduled to be phased-out over a five-year period beginning in 2006. The reduction or disallowance of this deduction may have a significant impact on the yield of the REMIC regular interest security to the holder. In general terms, a single class REMIC is one that either

- would qualify, under existing Treasury regulations, as a grantor trust if it were not a REMIC (treating all interests as ownership interests, even if they would be classified as debt for federal income tax purposes), or

- is similar to such a trust and is structured with the principal purpose of avoiding the single class REMIC rules.

The expenses of the REMIC will typically be allocated to holders of the related REMIC residual interest securities.

Taxation of the REMIC

General. Although a REMIC is a separate entity for federal income tax purposes, a REMIC is not generally subject to entity-level tax. Rather, the taxable income or net loss of a REMIC is taken into account by the holders of the REMIC residual interests. As described above, the REMIC regular interests are generally taxable as debt of the REMIC. Qualification as a REMIC requires ongoing compliance with certain conditions. Although a REMIC is not generally subject to federal income tax, the Code provides that failure to comply with one or more of the ongoing requirements of the Code for REMIC status during any taxable year, including the implementation of restrictions on the purchase and transfer of the residual interests in a REMIC as described below under "—Taxation of Owners of Residual Interest Securities", would cause the trust not to be treated as a REMIC for that year and thereafter. In this event, the entity may be taxable as a separate corporation and the related certificates may not be accorded the status or given the tax treatment described below.

Calculation of REMIC Income. The taxable income or net loss of a REMIC is determined under an accrual method of accounting and in the same manner as in the case of an individual, with certain adjustments. In general, the taxable income or net loss will be the difference between

- the gross income produced by the REMIC's assets, including stated interest and any OID or market discount on loans and other assets, and

- deductions, including stated interest and OID accrued on the REMIC regular interest securities, amortization of any premium with respect to loans, and servicing fees and other expenses of the REMIC.

A holder of a REMIC residual interest security that is an individual or a "pass-through interest holder" (including certain pass-through entities, but not including real estate investment trusts) will be unable to deduct servicing fees payable on the loans or other administrative expenses of the REMIC for a given taxable year, to the extent that these expenses, when aggregated with the holder's other miscellaneous itemized deductions for that year, do not exceed 2% of the holder's adjusted gross income.

For purposes of computing its taxable income or net loss, a REMIC should have an initial aggregate tax basis in its assets equal to the aggregate fair market value of the regular interests and the residual interests on the startup day (generally, the day that the interests are issued). That aggregate basis will be allocated among the assets of the REMIC in proportion to their respective fair market values.

The OID provisions of the Code apply to loans of individuals originated on or after March 2, 1984, and the market discount provisions apply to loans originated after July 18, 1984. Subject to possible application of the *de minimis* rules, the method of accrual by a REMIC of OID income on such loans will be equivalent to the method under which holders of pay-through securities accrue OID (*i.e.*, under the constant yield method taking into account the prepayment assumption). A REMIC will deduct OID on the regular interest securities in the same manner that the holders of the regular interest securities include such discount in income, but without regard to the *de minimis* rules. See "—Taxation of Debt Securities" above. However, a REMIC that acquires loans at a market discount must include such market discount in income currently, as it accrues, on a constant interest basis.

To the extent that a REMIC's basis allocable to loans that it holds exceeds their principal amounts, the resulting premium, if attributable to mortgages originated after September 27, 1985, will be amortized over the life of the loans (taking into account the prepayment assumption) on a constant yield method. Although the law is somewhat unclear regarding recovery of premium attributable to loans originated on or before that date, it is possible that the premium may be recovered in proportion to payments of loan principal.

Prohibited Transactions and Contributions Tax. A REMIC will be subject to a 100% tax on any net income derived from a "prohibited transaction." For this purpose, net income will be calculated without taking into account any losses from prohibited transactions or any deductions attributable to any prohibited transaction that resulted in a loss. In general, prohibited transactions include:

- subject to limited exceptions, the sale or other disposition of any qualified mortgage transferred to the REMIC;

- subject to a limited exception, the sale or other disposition of a cash flow investment;

- the receipt of any income from assets not permitted to be held by the REMIC pursuant to the Code; or

- the receipt of any fees or other compensation for services rendered by the REMIC.

It is anticipated that a REMIC will not engage in any prohibited transactions in which it would recognize a material amount of net income. In addition, subject to a number of exceptions, a tax is imposed at the rate of 100% on amounts contributed to a REMIC after the close of the three-month period beginning on the startup day. The holders of REMIC residual interest securities will generally be responsible for the payment of any taxes imposed on the REMIC. However, to the extent not paid by the holders of the REMIC residual interest securities or otherwise, taxes will be paid out of the trust fund and will be allocated pro rata to all outstanding classes of securities of the REMIC.

Taxation of Holders of Residual Interest Securities

The holder of a certificate representing a REMIC residual interest will take into account the "daily portion" of the taxable income or net loss of the REMIC for each day during the

taxable year on which the holder held the residual interest security. The daily portion is determined by allocating to each day in any calendar quarter its ratable portion of the taxable income or net loss of the REMIC for that quarter, and by allocating that amount among the holders (on that day) of the residual interest securities in proportion to their respective holdings on that day.

The holder of a residual interest security must report its proportionate share of the taxable income of the REMIC whether or not it receives cash distributions from the REMIC attributable to income or loss. The reporting of taxable income without corresponding distributions could occur, for example, if the loans held by the REMIC were issued or acquired at a discount, since mortgage prepayments cause recognition of discount income, while the corresponding portion of the prepayment could be used in whole or in part to make principal payments on REMIC regular interests securities issued without any discount or at an insubstantial discount. (If this occurs, it is likely that cash distributions will exceed taxable income in later years.) The taxable income of a REMIC may also be greater in earlier years than later years as a result of the fact that interest expense deductions, as a percentage of outstanding principal on the REMIC regular interest securities, will typically increase over time as lower yielding securities are paid, whereas interest income with respect to loans will generally remain constant over time as a percentage of loan principal.

In any event, because the holder of a REMIC residual interest security is taxed on the net income of the REMIC, the taxable income derived from the residual interest security in a given taxable year will not be equal to the taxable income associated with investment in a corporate bond or stripped instrument having similar cash flow characteristics and pretax yield. Therefore, the after-tax yield on a residual interest security may be less than that of a corporate bond or stripped instrument, or may be negative in the case of a REMIC residual interest security that is expected to receive little or no cash flow.

Limitation on Losses. The amount of the REMIC's net loss that a holder may take into account currently is limited to the holder's adjusted basis at the end of the calendar quarter in which the loss arises. A holder's basis in a REMIC residual interest security will initially equal the holder's purchase price, and will subsequently be increased by the amount of the REMIC's taxable income allocated to the holder, and decreased (but not below zero) by the amount of distributions made and the amount of the REMIC's net loss allocated to the holder. Any disallowed loss may be carried forward indefinitely, but may be used only to offset income generated by the same REMIC. The ability of holders of residual interest securities to deduct net losses may be subject to additional limitations under the Code. Holders are encouraged to consult their tax advisers with respect to such additional limitations.

Distributions. Distributions on a REMIC residual interest security (whether at their scheduled times or as a result of prepayments) will generally not result in any additional taxable income or loss to a holder of the residual interest security. If the amount of the payment exceeds the holder's adjusted basis in the residual interest security, however, the holder will recognize gain (treated as gain from the sale of the residual interest security) to the extent of the excess.

Sale or Exchange. The holder of a REMIC residual interest security will recognize gain or loss on the sale or exchange of the residual interest security equal to the difference, if any, between the amount realized and the holder's adjusted basis in the residual interest security at the time of sale or exchange. A holder's adjusted basis in a residual interest security generally equals the cost of the residual interest security increased by the taxable income of the REMIC that was included in the income of the holder and decreased by distributions received thereon by the holder and amounts of the REMIC net loss allocated to the holder. Except to the extent provided in Treasury regulations which have not yet been issued, any loss upon disposition of a residual interest security will be disallowed if the selling holder disposing of such residual interest security acquires any other residual interest in a REMIC or similar mortgage pool within six months before or after disposition. In that event, the loss will be used to increase the residual interest securityholder's adjusted basis in the newly acquired residual interest or similar security.

Excess Inclusions. The portion of the REMIC taxable income of a holder of a residual interest security consisting of "excess inclusion" income may not be offset by other deductions or losses, including net operating losses, on the holder's federal income tax return. Further, if the holder of a residual interest security is an organization subject to the tax on unrelated business income imposed by Section 511 of the Code, the holder's excess inclusion income will be treated as unrelated business taxable income of the holder. In addition, under Treasury regulations yet to be issued, if a real estate investment trust, a regulated investment company, a common trust fund, or certain cooperatives were to own a residual interest security, a portion of dividends (or other distributions) paid by the real estate investment trust (or other entity) would be treated as excess inclusion income. If a residual interest security is owned by a foreign person, excess inclusion income is subject to tax and withholding at a rate of 30%, which may not be reduced by treaty, is not eligible for treatment as "portfolio interest" and is subject to certain additional limitations. See "—Tax Treatment of Foreign Investors" below.

In addition, the Code provides three rules for determining the effect of excess inclusions on the alternative minimum taxable income of a residual interest securityholder.

- *First*, alternative minimum taxable income for the residual holder is determined without regard to the special rule that taxable income cannot be less than excess inclusions.

- *Second*, the residual holder's alternative minimum taxable income for a tax year cannot be less than excess inclusions for the year.

- *Third*, the amount of any alternative minimum tax net operating loss deductions must be computed without regard to any excess inclusions.

The excess inclusion portion of a REMIC's income is generally equal to the *excess*, if any, of

- REMIC taxable income for the quarterly period allocable to a residual interest security,

over

- the daily accruals for such quarterly period of (i) 120% of the long term applicable federal rate on the startup day multiplied by (ii) the adjusted issue price of the residual interest security at the beginning of the quarterly period.

The adjusted issue price of a residual interest security at the beginning of each calendar quarter will equal its issue price (calculated in a manner analogous to the determination of the issue price of a regular interest security), increased by the aggregate of the daily accruals for prior calendar quarters, and decreased (but not below zero) by the amount of loss allocated to a holder and the amount of distributions made on the residual interest security before the beginning of the quarter. The long-term federal rate, which is announced monthly by the Treasury Department, is an interest rate that is based on the average market yield of outstanding marketable obligations of the United States government having remaining maturities in excess of nine years.

Under the REMIC regulations, transfers of residual interest securities may be disregarded in certain circumstances. See "*—Restrictions on Ownership and Transfer of Residual Interest Securities*" and "—Tax Treatment of Foreign Investors" below.

Restrictions on Ownership and Transfer of Residual Interest Securities. As a condition to qualification as a REMIC, reasonable arrangements must be made to prevent the ownership of a REMIC residual interest by any "disqualified organization" including the United States, any State or political subdivision thereof, any foreign government, any international organization, or any agency or instrumentality of any of the foregoing, a rural electric or telephone cooperative described in Section 1381(a)(2)(C) of the Code, any entity exempt from the tax imposed by sections 1 through 1399 of the Code, if the entity is not subject to tax on its unrelated business income, or an electing large partnership within the meaning of Section 775 of the Code. Accordingly, the applicable pooling and servicing agreement will prohibit disqualified organizations from owning a residual interest security. In addition, no transfer of a residual interest security will be permitted unless the proposed transferee shall have furnished to the trustee an affidavit representing and warranting that it is neither a disqualified organization nor an agent or nominee acting on behalf of a disqualified organization.

If a residual interest security is transferred to a disqualified organization (in violation of the restrictions set forth above), a substantial tax will be imposed on the transferor of the residual interest security at the time of the transfer. In addition, if a disqualified organization holds an interest in a pass-through entity (including, among others, a partnership, trust, real estate investment trust, regulated investment company, or any person holding as nominee an interest in a pass-through entity) that owns a residual interest security, the pass-through entity will be required to pay an annual tax on its allocable share of the excess inclusion income of the REMIC.

The REMIC regulations disregard certain transfers of REMIC residual interests, in which case the transferor continues to be treated as the owner of the REMIC residual interests and thus continues to be subject to tax on its allocable portion of the net income of the REMIC. Under the REMIC Regulations, a transfer of a "noneconomic residual interest" (as defined below) to a holder of a residual interest (other than a holder who is not a U.S. Person, as defined in "Tax Treatment of Foreign Investors" below) is disregarded for all federal income tax purposes if a

significant purpose of the transfer was to enable the transferor to impede the assessment or collection of tax. A residual interest in a REMIC (including a residual interest with a positive value at issuance) is a "noneconomic residual interest" unless, at the time of the transfer, (i) the present value of the expected future distributions on the residual interest at least equals the product of the present value of the anticipated excess inclusions and the highest corporate income tax rate in effect for the year in which the transfer occurs, and (ii) the transferor reasonably expects that the transferee will receive distributions from the REMIC at or after the time at which taxes accrue on the anticipated excess inclusions in an amount sufficient to satisfy the accrued taxes on each excess inclusion. The present value of the anticipated excess inclusions and the present value of the expected futures distributions are determined in the same manner as determined in connection with the transfer of a residual interest to a disqualified organization. The REMIC regulations explain that a significant purpose to impede the assessment or collection of tax exists if the transferor, at the time of the transfer, either knew or should have known that the transferee would be unwilling or unable to pay taxes due on its share of the taxable income of the REMIC. A safe harbor is provided if (i) the transferor conducted, at the time of the transfer, a reasonable investigation of the financial condition of the transferee and found that the transferee historically had paid its debts as they became due and found no significant evidence to indicate that the transferee would not continue to pay its debts as they came due in the future, (ii) the transferee represents to the transferor that it understands that, as the holder of the noneconomic residual interest, the transferee may incur tax liabilities in excess of any cash flows generated by the interest and that the transferee intends to pay taxes associated with holding the residual interest as they become due, (iii) the transferee represents to the transferor that it will not cause income from the noneconomic residual interest to be attributable to a foreign permanent establishment or fixed base (within the meaning of an applicable income tax treaty) of the transferee or any other person, and (iv) one of the two following tests is satisfied:

(a) the "formula test":

the present value of the anticipated tax liabilities associated with the holding of the noneconomic residual interest will not exceed the sum of:

(1) the present value of any consideration given to the transferee to acquire the residual interest;

(2) the present value of the expected future distributions on the residual interest; and

(3) the present value of the anticipated tax savings associated with holding the residual interest as the REMIC generates losses; or

(b) the "asset test":

(1) at the time of the transfer, and at the close of each of the transferee's two fiscal years preceding the transferee's fiscal year of the transfer, the transferee's gross assets for financial reporting purposes exceed $100 million and its net assets for financial reporting purposes exceed

$10 million, excluding obligations of any related persons or any other asset if a principal purpose for holding or acquiring the other asset is to permit the transferee to satisfy the asset test.

(2) the transferee must be a domestic "C" corporation (other than a corporation exempt from taxation, a regulated investment company or real estate investment trust); the transferee must agree in writing that any subsequent transfer of the residual interest would be to an eligible "C" corporation and would meet the requirements for a safe harbor transfer, and the facts and circumstances known to the transferor on or before the date of the transfer must not reasonably indicate that the taxes associated with ownership of the residual interest will not be paid by the transferee; and

(3) a reasonable person would not conclude, based on the facts and circumstances known to the transferor on or before the date of the transfer (including the consideration given to the transferee to acquire the nonecomonic residual interest in the REMIC), that the taxes associated with the residual interest will not be paid.

For purposes of the computation in clause (a), the transferee is assumed to pay tax at the highest corporate rate of tax specified in the Code or, in certain circumstances, the alternative minimum tax rate. Further, present values generally are computed using a discount rate equal to the short-term applicable federal rate set forth in Section 1274(d) of the Code for the month of the transfer and the compounding period used by the transferee.

Mark-to-Market Rules. A REMIC residual interest security cannot be marked-to-market.

Administrative Matters

The REMIC's books must be maintained on a calendar year basis and the REMIC must file an annual federal income tax return. The REMIC will also be subject to the procedural and administrative rules of the Code applicable to partnerships, including the determination of any adjustments to, among other things, items of REMIC income, gain, loss, deduction, or credit, by the IRS in a unified administrative proceeding.

Inducement Fees

Final regulations addressing the federal income tax treatment of "inducement fees" received by transferees of noneconomic REMIC residual interests require inducement fees to be included in income over a period reasonably related to the period during which the applicable REMIC is expected to generate taxable income or net loss allocable to the holder of the noneconomic residual interest. Under two safe harbor methods currently set forth in the regulations, inducement fees would be permitted to be included in income:

(i) in the same amounts and over the same period that the taxpayer uses for financial reporting purposes, provided that such period is not shorter than the period the applicable REMIC is expected to generate taxable income, or

(ii) ratably over the remaining anticipated weighted average life of the applicable REMIC, determined based on actual distributions projected as remaining to be made on all the regular and residual interests issued by the REMIC under the prepayment assumption.

If the holder of a residual interest sells or otherwise disposes of the residual interest, any unrecognized portion of the inducement fee would be required to be taken into account at the time of the sale or disposition.

Prospective purchasers of the noneconomic REMIC residual interests are encouraged to consult with their tax advisors regarding the effect of these final regulations.

Tax Status as a Grantor Trust

General. As further specified in the related prospectus supplement, if a REMIC election is not made and the trust fund is not structured as a partnership, then the trust fund relating to a series of securities may be classified for federal income tax purposes as a grantor trust under Subpart E, Part 1 of Subchapter J of the Code and not as an association taxable as a corporation. We refer to the securities of a series of this type as "pass-through securities." In some series there will be no separation of the principal and interest payments on the loans. In these circumstances, a holder will be considered to have purchased a pro rata undivided interest in each of the loans. In the case of "stripped securities", sale of the securities will produce a separation in the ownership of all or a portion of the principal payments from all or a portion of the interest payments on the loans.

Each holder must report on its federal income tax return its share of the gross income derived from the loans (not reduced by the amount payable as trust expense fees to the applicable trustee and the servicer and similar fees), at the same time and in the same manner as the items would have been reported under the holder's tax accounting method had it held its interest in the loans directly, received directly its share of the amounts received with respect to the loans, and paid directly its share of the trust expense fees. In the case of pass-through securities other than stripped securities, income will consist of a pro rata share of all of the income derived from all of the loans and, in the case of stripped securities, income will consist of a pro rata share of the income derived from each stripped bond or stripped coupon in which the holder owns an interest. The holder of a security will generally be entitled to deduct trust expense fees under Section 162 or Section 212 of the Code to the extent that such fees represent "reasonable" compensation for the services rendered by the applicable trustee and the servicer (or third parties that are compensated for the performance of services). In the case of a noncorporate holder, however, trust expense fees (to the extent not otherwise disallowed, *e.g.*, because they exceed reasonable compensation) will be deductible in computing the holder's regular tax liability only to the extent that the fees, when added to other miscellaneous itemized deductions, exceed 2% of adjusted gross income and may not be deductible to any extent in computing the holder's alternative

minimum tax liability. In addition, the amount of itemized deductions otherwise allowable for the taxable year for an individual whose adjusted gross income exceeds the applicable amount will be reduced.

This reduction is scheduled to be phased-out over a five-year period beginning in 2006.

Discount or Premium on Pass-Through Securities. The holder's purchase price of a pass-through security is to be allocated among the loans in proportion to their fair market values, determined as of the time of purchase of the securities. In the typical case, the trustee (to the extent necessary to fulfill its reporting obligations) will treat each loan as having a fair market value proportional to the share of the aggregate principal balances of all of the loans that it represents, since the securities, will have a relatively uniform interest rate and other common characteristics. To the extent that the portion of the purchase price of a pass-through security allocated to a loan (other than to a right to receive any accrued interest thereon and any undistributed principal payments) is less than or greater than the portion of the principal balance of the loan allocable to the security, the interest in the loan allocable to the pass-through security will be deemed to have been acquired at a discount or premium, respectively.

The treatment of any discount will depend on whether the discount represents OID or market discount. In the case of a loan with OID in excess of a prescribed *de minimis* amount or a stripped security, a holder of the security will be required to report as interest income in each taxable year its share of the amount of OID that accrues during that year in the manner described above. OID with respect to a loan could arise, for example, by virtue of the financing of points by the originator of the loan, or by virtue of the charging of points by the originator of the loan in an amount greater than a statutory *de minimis* exception, in circumstances under which the points are not currently deductible pursuant to applicable Code provisions. Any market discount or premium on a loan will be includible in income, generally in the manner described above, except that in the case of pass-through securities, market discount is calculated with respect to the loans underlying the security, rather than with respect to the security itself. A holder that acquires an interest in a loan originated after July 18, 1984 with more than a *de minimis* amount of market discount (generally, the excess of the principal amount of the loan over the purchaser's allocable purchase price) will be required to include accrued market discount in income in the manner set forth above. See "—Taxation of Debt Securities —*Market Discount*" and "—*Premium*" above.

In the case of market discount on a pass-through security attributable to loans originated on or before July 18, 1984, the holder generally will be required to allocate the portion of the discount that is allocable to a loan among the principal payments on the loan and to include the discount allocable to each principal payment in ordinary income at the time the principal payment is made. This treatment would generally result in discount being included in income at a slower rate than discount would be required to be included in income using the method described in the preceding paragraph.

Stripped Securities. A stripped security may represent a right to receive only a portion of the interest payments on the loans, a right to receive only principal payments on the loans, or a right to receive certain payments of both interest and principal. Ratio stripped securities may represent a right to receive differing percentages of both the interest and principal on each loan. Pursuant to Section 1286 of the Code, the separation of ownership of the right to receive some or

all of the interest payments on an obligation from ownership of the right to receive some or all of the principal payments results in the creation of "stripped bonds" with respect to principal payments and "stripped coupons" with respect to interest payments. Section 1286 of the Code applies the OID rules to stripped bonds and stripped coupons. For purposes of computing OID, a stripped bond or a stripped coupon is treated as a debt instrument issued on the date that such stripped interest is purchased with an issue price equal to its purchase price or, if more than one stripped interest is purchased, the ratable share of the purchase price allocable to the stripped interest.

Servicing fees in excess of reasonable servicing fees will be treated under the stripped bond rules. If the excess servicing fee is less than 100 basis points (*i.e.*, 1% interest on the loan's principal balance) or the securities are initially sold with a *de minimis* discount (assuming no prepayment assumption is required), any non-*de minimis* discount arising from a subsequent transfer of the securities should be treated as market discount. The IRS appears to require that reasonable servicing fees be calculated on a loan by loan basis, which could result in some loans being treated as having more than 100 basis points of interest stripped off.

Section 1272(a)(6) of the Code requires that a prepayment assumption be used in computing the accrual of original issue discount with respect to some categories of debt instruments, and that adjustments be made in the amount and rate of accrual of the discount when prepayments do not conform to the prepayment assumption. To the extent the stripped securities represent an interest in any pool of debt instruments the yield on which may be affected by reason of prepayments, those provisions will apply to the stripped securities. It is unclear whether those provisions would be applicable to stripped securities that do not represent an interest in any such pool, or whether use of a prepayment assumption may be required or permitted in the absence of these provisions. It is also uncertain, if a prepayment assumption is used, whether the assumed prepayment rate would be determined based on conditions at the time of the first sale of the stripped securities or, with respect to any subsequent holder, at the time of purchase of the stripped securities by that holder.

The accrual of income on the stripped securities will be significantly slower if a prepayment assumption is permitted to be made than if yield is computed assuming no prepayments. It currently is intended to base information returns or reports to the IRS and holders on the prepayment assumption disclosed in the related prospectus supplement and on a constant yield computed using a representative initial offering price for each class of securities. However, none of the company, the master servicer or the trustee will make any representation that the mortgage loans will in fact prepay at a rate conforming to the prepayment assumption or at any other rate, and holders are encouraged to bear in mind that the use of a representative initial offering price will mean that the information returns or reports, even if otherwise accepted as accurate by the IRS, will in any event be accurate only as to the initial holders of each series who bought at that price. Prospective purchasers of the stripped securities are encouraged to consult their own tax advisors regarding the use of the prepayment assumption.

It is unclear under what circumstances, if any, the prepayment of a mortgage loan will give rise to a loss to the holder of a stripped security. If a stripped security is treated as a single instrument (rather than an interest in discrete mortgage loans) and the effect of prepayments is taken into account in computing yield with respect to the stripped security, it appears that no loss

may be available as a result of any particular prepayment unless prepayments occur at a rate faster than the prepayment assumption. However, if a stripped security is treated as an interest in discrete mortgage loans, or if the prepayment assumption is not used, then when a mortgage loan is prepaid, the holder of a stripped security should be able to recognize a loss equal to the portion of the adjusted issue price of the stripped security that is allocable to the mortgage loan.

In the case of a stripped security that is an interest weighted security, the applicable trustee intends, absent contrary authority, to report income to holders as OID, in the manner described above for interest weighted securities.

Possible Alternative Characterizations. The characterizations of the stripped securities described above are not the only possible interpretations of the applicable Code provisions. Among other possibilities, the IRS could contend that:

- in certain series, each non-interest weighted security is composed of an unstripped undivided ownership interest in loans and an installment obligation consisting of stripped principal payments;

- the non-interest weighted securities are subject to the contingent payment provisions of the regulations; or

- each interest weighted stripped security is composed of an unstripped undivided ownership interest in loans and an installment obligation consisting of stripped interest payments.

Given the variety of alternatives for treatment of the stripped securities and the different federal income tax consequences that result from each alternative, potential purchasers are urged to consult their own tax advisers regarding the proper treatment of the securities for federal income tax purposes.

Character as Qualifying Loans. In the case of stripped securities, there is no specific legal authority existing regarding whether the character of the securities, for federal income tax purposes, will be the same as the underlying loans. The IRS could take the position that the loans' character is not carried over to the securities in such circumstances. Pass-through securities will be, and, although the matter is not free from doubt, stripped securities should be considered to represent:

- "real estate assets" within the meaning of section 856(c)(4)(A) of the Code; and

- "loans secured by an interest in real property" within the meaning of section 7701(a)(19)(C)(v) of the Code.

Interest income attributable to pass-through securities will be and to stripped securities should be considered to represent "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of section 856(c)(3)(B) of the Code. Reserves or funds underlying the securities may cause a proportionate reduction in the above-described qualifying status categories of securities and the interest income thereon.

Sale or Exchange

Subject to the discussion below with respect to any trust fund as to which a partnership election is made (or which otherwise is classified as a partnership for federal income tax purposes), a holder's tax basis in a security is the price the holder pays for the security, appropriately adjusted to take into account amortization of OID, market discount and premium, if any, and any payments received with respect to the security (other than qualified stated interest payments). Gain or loss recognized on a sale, exchange, or redemption of a security, measured by the difference between the amount realized and the security's basis as so adjusted, will generally be capital gain or loss, assuming that the security is held as a capital asset and will generally be long-term capital gain or loss if the holding period of the security is more than one year and short-term capital gain or loss if the holding period of the security is one year or less. Non-corporate taxpayers are subject to reduced maximum rates on long-term capital gains and are generally subject to tax at ordinary income rates on short-term capital gains. The deductibility of capital losses is subject to certain limitations. Prospective investors are encouraged to consult their own tax advisors concerning these tax law provisions.

In the case of a security held by a bank, thrift, or similar institution described in Section 582 of the Code, however, gain or loss realized on the sale or exchange of a REMIC regular interest security or other debt instrument will be taxable as ordinary income or loss. In addition, gain from the disposition of a regular interest security that might otherwise be capital gain will be treated as ordinary income to the extent of the *excess*, if any, of:

- the amount that would have been includible in the holder's income if the yield on the regular interest security had equaled 110% of the applicable federal rate as of the beginning of such holder's holding period,

over

- the amount of ordinary income actually recognized by the holder with respect to the regular interest security.

Miscellaneous Tax Aspects

Backup Withholding. Subject to the discussion below with respect to any trust fund as to which a partnership election is made (or which otherwise is classified as a partnership for federal income tax purposes), a holder, other than a holder of a REMIC residual interest security, may, under certain circumstances, be subject to "backup withholding" with respect to distributions on the securities or the proceeds of a sale of the securities to or through brokers. This withholding generally applies if the holder of a security:

- fails to furnish the applicable trustee with its taxpayer identification number;

- furnishes the applicable trustee with an incorrect taxpayer identification number;

- fails to report properly interest, dividends or other "reportable payments" as defined in the Code; or

- under certain circumstances, fails to provide the applicable trustee or such holder's securities broker with a certified statement, signed under penalty of perjury, that the taxpayer identification number provided is its correct number and that the holder is not subject to backup withholding.

Backup withholding will not apply, however, with respect to certain payments made to holders, including payments to certain exempt recipients (such as exempt organizations and corporations) and to certain nonresident alien individuals, foreign partnerships or foreign corporations. Holders are encouraged to consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining the exemption.

The trustee or securities administrator, as applicable, will report to the holders and to the servicer for each calendar year the amount of any "reportable payments" during such year and the amount of tax withheld, if any, with respect to payments on the securities.

Taxation of Classes of Exchangeable Securities

General

Except as disclosed in the applicable prospectus supplement, the arrangement pursuant to which the exchangeable securities of a series are created, sold and administered will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The exchangeable securities will represent beneficial ownership of interests in the classes of securities in the related trust fund.

Tax Status

The exchangeable securities will represent "real estate assets" within the meaning of Section 856(c)(4)(A) of the Code and assets described in Section 7701(a)(19)(C) of the Code, and OID and interest accruing on exchangeable securities will represent "interest on obligations secured by mortgages on real property" within the meaning of Section 856(c)(3)(B) of the Code, in each case, to the extent the securities or income on the securities would be qualifying if held directly (although the matter is not entirely clear for Strips, defined below). Exchangeable securities will be "qualified mortgages" under Section 860G(a)(3) of the Code for a REMIC to the extent the securities the interest in which is represented by such classes would be qualifying if held directly.

Tax Accounting for Exchangeable Securities

An exchangeable security represents beneficial ownership of an interest in one or more classes of securities on deposit in the related trust fund, as specified in the applicable prospectus supplement. If it represents an interest in more than one class of securities, a purchaser must allocate its basis in the exchangeable security among the interests in the classes of securities in accordance with their relative fair market values as of the time of acquisition. Similarly, on the sale of such an exchangeable security, the holder must allocate the amount received on the sale among the interests in the classes of securities in accordance with their relative fair market values as of the time of sale.

The holder of an exchangeable security must account separately for each interest in a class of securities (there may be only one such interest). Where the interest represents a pro rata portion of a class of securities that are REMIC regular interests, the holder of the exchangeable security should account for such interest as described for REMIC regular interests under "Taxation of Debt Securities" above. Where the interest represents beneficial ownership of a disproportionate part of the principal and interest payments on a class of securities (a "Strip"), the holder is treated as owning, pursuant to Section 1286 of the Code, "stripped bonds" to the extent of its share of principal payments and "stripped coupons" to the extent of its share of interest payments on such class of securities. We intend to treat each Strip as a single debt instrument for purposes of information reporting. The IRS, however, could take a different position. For example, the IRS could contend that a Strip should be treated as a pro rata part of the class of securities to the extent that the Strip represents a pro rata portion thereof, and "stripped bonds" or "stripped coupons" with respect to the remainder. A prospective investor is encouraged to consult its tax advisor regarding this matter.

A holder of an exchangeable security should calculate OID with respect to each Strip and include it in ordinary income as it accrues, which may be before the receipt of cash attributable to such income, in accordance with a constant interest method that takes into account the compounding of interest. The holder should determine its yield to maturity based on its purchase price allocated to the Strip and on a schedule of payments projected using a prepayment assumption, and then make periodic adjustments to take into account actual prepayment experience. With respect to a particular holder, Treasury regulations do not address whether the prepayment assumption used to calculate OID would be determined at the time of purchase of the Strip or would be the original prepayment assumption with respect to the related class of securities. Further, if the related class of securities is subject to redemption as further described in the applicable prospectus supplement, Treasury regulations do not address the extent to which such prepayment assumption should take into account the possibility of the retirement of the Strip concurrently with the redemption of such class of securities. A prospective investor is encouraged to consult its tax advisor regarding these matters. For purposes of information reporting relating to OID, the original yield to maturity of the Strip, determined as of the date of issuance of the series, will be calculated based on the original prepayment assumption.

If OID accruing with respect to a Strip, computed as described above, is negative for any period, the holder may be entitled to offset such amount only against future positive original issue discount accruing from such Strip (or possibly also against OID from prior periods). We intend to report by offsetting negative OID accruals only against future positive accruals of OID. Although not entirely free from doubt, such a holder may be entitled to deduct a loss to the extent that its remaining basis would exceed the maximum amount of future payments to which the holder is entitled with respect to such Strip, assuming no further prepayments of the underlying loans (or, perhaps, assuming prepayments at a rate equal to the prepayment assumption). Although the issue is not free from doubt, all or a portion of such loss may be treated as a capital loss if the Strip is a capital asset in the hands of the holder.

A holder realizes gain or loss on the sale of a Strip in an amount equal to the difference between the amount realized and its adjusted basis in such Strip. The holder's adjusted basis generally is equal to the holder's allocated cost of the Strip, increased by income previously included, and reduced (but not below zero) by distributions previously received. Except as

described below, any gain or loss on such sale generally is capital gain or loss if the holder has held its interest as a capital asset and is long-term if the interest has been held for the long-term capital gain holding period (more than one year). Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution or (2) if the securities are REMIC regular interests, to the extent income recognized by the holder is less than the income that would have been recognized if the yield on such interests were 110% of the applicable federal rate under Section 1274(d) of the Code.

If a holder exchanges a single class of exchangeable securities for several classes of related exchangeable securities, and then sells one of the related exchangeable securities, the sale may subject the investor to the coupon stripping rules of Section 1286 of the Code. The holder must allocate its basis in the single class of exchangeable securities between the part of such class underlying the related exchangeable security that was sold and the part of such class underlying the related exchangeable securities that were retained, in proportion to their relative fair market values as of the date of such sale. The holder is treated as purchasing the part retained for the amount of basis allocated to such part. The holder must calculate OID with respect to the retained part as described above.

Although the matter is not free from doubt, a holder that acquires in one transaction a combination of exchangeable securities that may be exchanged for a single class of related exchangeable securities that is identical to a class of securities that is on deposit in the related trust fund should be treated as owning the relevant class of securities.

Exchanges of Exchangeable Securities

An exchange of an interest in one or more classes of exchangeable securities for an interest in one or more other classes of related exchangeable securities that are part of the same combination, or vice versa, will not be a taxable exchange. After the exchange, the holder is treated as continuing to own the interests in the class or classes of exchangeable securities that it owned immediately before the exchange.

Tax Treatment of Foreign Investors

A foreign holder of an exchangeable security is subject to taxation in the same manner as foreign holders of debt securities. Such manner of taxation is discussed below under the heading " —Tax Treatment of Foreign Investors."

Backup Withholding

A holder of an exchangeable security is subject to backup withholding rules similar to those applicable to debt securities. Such manner of taxation is discussed under the heading "—Miscellaneous Tax Aspects—Backup Withholding" in this prospectus.

Reporting and Administrative Matters

Reports will be made to the IRS and to holders of record of exchangeable securities that are not excepted from the reporting requirements.

Tax Treatment of Foreign Investors

Subject to the discussion below with respect to any trust fund as to which a partnership election is made (or which otherwise is classified as a partnership for federal income tax purposes), under the Code, unless interest (including OID) paid on a security (other than a residual interest security) is considered to be "effectively connected" with a trade or business conducted in the United States by a nonresident alien individual, foreign partnership or foreign corporation, interest will normally qualify as portfolio interest and will be exempt from federal income tax or withholding tax. However, interest will not qualify as portfolio interest where:

- the recipient is a holder, directly or by attribution, of 10% or more of the capital or profits interest in the issuing entity, or

- the recipient is a controlled foreign corporation to which the issuing entity is a related person.

For interest to qualify for the portfolio interest exemption from United States withholding tax, the holder must generally complete a Form W-8BEN indicating that the holder is a non-U.S. Person entitled to such exemption. The Form W-8BEN, or in certain circumstances other documentation, must be provided to the person otherwise required to withhold United States tax. If a foreign holder is a partnership or other type of pass-through entity that is not treated for United States withholding tax purposes as the beneficial owner of the income with respect to the security, the holder generally must receive the Form W-8BEN as described in the previous sentence from the holder's partners or other beneficial owners of the income with respect to the security and may be required to provide the forms, and certain additional information, to the person through whom the holder holds the security. The forms provided by the holder or its interestholders regarding status as a non-U.S. Person must generally be passed through the ownership chain to the person otherwise required to withhold tax in order for the exemption to apply. These provisions supersede the generally applicable provisions of United States law that would otherwise require the issuing entity to withhold at a 30% rate (unless such rate were reduced or eliminated by an applicable tax treaty) on, among other things, interest and other fixed or determinable, annual or periodic income paid to nonresident alien individuals, foreign partnerships or foreign corporations. Holders of pass-through securities and stripped securities, including ratio strip securities, however, may be subject to withholding to the extent that the loans were originated on or before July 18, 1984.

Interest and OID of holders who are foreign persons are not subject to withholding if they are effectively connected with a United States business conducted by the holder and appropriate documentation is provided to the person otherwise required to withhold. They will, however, generally be subject to the regular United States income tax.

Payments to holders of REMIC residual interest securities who are foreign persons will generally be treated as interest for purposes of the 30% (or lower treaty rate) United States withholding tax. Holders should assume that such income does not qualify for exemption from United States withholding tax as "portfolio interest." It is clear that, to the extent that a payment represents a portion of REMIC taxable income that constitutes excess inclusion income, the holder of a residual interest security will not be entitled to an exemption from or reduction of the 30% withholding tax rule. If the payments are subject to United States withholding tax, they

generally will be taken into account for withholding tax purposes only when paid or distributed (or when the residual interest security is disposed of). The Treasury has statutory authority, however, to promulgate regulations that would require such amounts to be taken into account at an earlier time in order to prevent the avoidance of tax. Regulations could, for example, require withholding prior to the distribution of cash in the case of residual interest securities that do not have significant value. Under the REMIC regulations, if a residual interest security has tax avoidance potential, a transfer of a residual interest security to a nonresident alien individual, foreign partnership or foreign corporation will be disregarded for all federal tax purposes. A residual interest security has tax avoidance potential unless, at the time of the transfer, the transferor reasonably expects that the REMIC will distribute to the transferee residual interest holder amounts that will equal at least 30% of each excess inclusion, and that such amounts will be distributed at or after the time at which the excess inclusions accrue and not later than the calendar year following the calendar year of accrual. If a nonresident alien individual, foreign partnership or foreign corporation transfers a residual interest security to a U.S. Person, and if the transfer has the effect of allowing the transferor to avoid tax on accrued excess inclusions, then the transfer is disregarded and the transferor continues to be treated as the owner of the residual interest security for purposes of the withholding tax provisions of the Code. See "—Excess Inclusions" above.

Tax Characterization of the Trust Fund as a Partnership

Tax counsel is of the opinion that a trust fund structured to be classified, for federal income tax purposes, as a partnership will not be an association (or publicly traded partnership) taxable as a corporation for such purposes. This opinion is based on the assumption that the terms of the trust agreement and related documents will be complied with, and on counsel's conclusions that the nature of the income of the trust fund will exempt it from the rule that certain publicly traded partnerships are taxable as corporations or the issuance of the certificates has been structured as a private placement under an IRS safe harbor, so that the trust fund will not be characterized as a publicly traded partnership taxable as a corporation.

If the trust fund were taxable as a corporation for federal income tax purposes, the trust fund would be subject to corporate income tax on its taxable income. The trust fund's taxable income would include all its income, possibly reduced by its interest expense on the notes or certificates. Any such corporate income tax could materially reduce cash available to make payments on the notes and distributions on the certificates, and holders of certificates could be liable for any such tax that is unpaid by the trust fund.

Tax Consequences to Holders of the Notes

Treatment of the Notes as Indebtedness. The trust fund will agree, and the noteholders will agree by their purchase of notes, to treat the notes as debt for federal income tax purposes. As a result, tax counsel is of the opinion that the notes will be classified as debt for federal income tax purposes. The discussion below assumes this characterization of the notes is correct.

OID, Indexed Securities, etc. The discussion below assumes that all payments on the notes are denominated in U.S. dollars, and that the notes are not "indexed securities" or "strip notes." Moreover, the discussion assumes that the interest formula for the notes meets the

requirements for "qualified stated interest" under the OID Regulations, and that any OID on the notes (*i.e.*, any excess of the principal amount of the notes over their issue price) does not exceed a *de minimis* amount (*i.e.*, 0.25% of their principal amount multiplied by the number of full years included in their term), all within the meaning of the OID Regulations. If these conditions are not satisfied with respect to any given series of notes, additional tax considerations with respect to the notes will be disclosed in the applicable prospectus supplement.

Interest Income on the Notes. Based on the above assumptions, except as discussed in the following paragraph, the notes will not be considered issued with OID. The stated interest on the notes will be taxable to a noteholder as ordinary interest income when received or accrued in accordance with the noteholder's method of tax accounting. Under the OID Regulations, a holder of a note issued with a *de minimis* amount of OID must include the OID in income, on a pro rata basis, as principal payments are made on the note, unless an election is made by such holder to treat all interest as OID, as discussed above. See "Taxation of Debt Securities—Election to Treat All Interest as Original Issue Discount" in this prospectus. It is believed that any prepayment premium paid as a result of a mandatory redemption will be taxable as contingent interest when it becomes fixed and unconditionally payable. A purchaser who buys a note for more or less than its principal amount will generally be subject, respectively, to the premium amortization or market discount rules of the Code.

A holder of a note that is a "short-term note" (*i.e.*, it has a fixed maturity date of not more than one year from the issue date) may be subject to special rules. An accrual basis holder of a short-term note (and certain cash method holders, including regulated investment companies, as set forth in Section 1281 of the Code) generally would be required to report interest income as interest accrues on a straight-line basis over the term of each interest period. Other cash basis holders of a short-term note would, in general, be required to report interest income as interest is paid (or, if earlier, upon the taxable disposition of the short-term note). However, a cash basis holder of a short-term note reporting interest income as it is paid may be required to defer a portion of any interest expense otherwise deductible on indebtedness incurred to purchase or carry the short-term note until the taxable disposition of the short-term note. A cash basis taxpayer may elect under Section 1281 of the Code to accrue interest income on all nongovernment debt obligations with a term of one year or less, in which case the taxpayer would include interest on the short-term note in income as it accrues, but would not be subject to the interest expense deferral rule referred to in the preceding sentence. Certain special rules apply if a short-term note is purchased for more or less than its principal amount.

Sale or Other Disposition. If a noteholder sells a note, the holder will recognize gain or loss in an amount equal to the difference between the amount realized on the sale (excluding any amount attributable to accrued but unpaid qualified stated interest, which will be treated as such) and the holder's adjusted tax basis in the note. The adjusted tax basis of a note to a particular noteholder will equal the holder's cost for the note, appropriately adjusted to take into account amortization of OID, market discount and premium, if any, and any payments previously received by the noteholder with respect to the note (other than payments of qualified stated interest). Any such gain or loss will be capital gain or loss if the note was held as a capital asset, except for gain representing accrued interest and accrued market discount not previously included in income. Capital losses generally may be used only to offset capital gains.

Foreign Holders. Interest payments made (or accrued) to a noteholder who is a "foreign person" (*i.e.*, nonresident alien, foreign corporation or other non-U.S. Person) generally will be considered "portfolio interest," and generally will not be subject to United States federal income tax or withholding tax, if the interest is not effectively connected with the conduct of a trade or business within the United States by the foreign person and the foreign person:

- is not actually or constructively a "10 percent shareholder" of the trust fund or the sponsor (including a holder of 10% of the outstanding certificates) or a "controlled foreign corporation" with respect to which the trust fund or the sponsor is a "related person" within the meaning of the Code; and

- provides the trustee or other person who is otherwise required to withhold U.S. tax with respect to the notes with an appropriate statement (on Form W-8BEN), signed under penalties of perjury, certifying that the beneficial owner of the note is a foreign person entitled to exemption from such tax and providing the foreign person's name and address.

If a foreign holder is a partnership or other type of pass-through entity that is not treated for U.S. withholding tax purposes as the beneficial owner of the income with respect to the note, the holder generally must receive the Form W-8BEN as described in the previous sentence from the holder's partners or other beneficial owners of the income with respect to the note and may be required to provide the forms, and certain additional information, to the person through whom the holder holds the note. The forms provided by the holder or its interestholders regarding status as a non-U.S. Person must generally be passed through the ownership chain to the person otherwise required to withhold tax in order for the exemption to apply. If a note is held through a securities clearing organization or certain other financial institutions, the foreign person that owns the note should furnish such organization or institution with a Form W-8BEN or a similar form. The organization or institution may then be required to forward the Form W-8BEN to the withholding agent. If interest is not portfolio interest and is not effectively connected with the conduct of a U.S. trade or business, then it will be subject to U.S. federal income and withholding tax at a rate of 30%, unless reduced or eliminated pursuant to an applicable tax treaty.

Any capital gain realized on the sale, redemption, retirement or other taxable disposition of a note by a foreign person will be exempt from U.S. federal income and withholding tax; provided, that (i) such gain is not effectively connected with the conduct of a trade or business in the United States by the foreign person and (ii) in the case of an individual foreign person, the foreign person is not present in the United States for 183 days or more in the taxable year of the disposition.

Backup Withholding. Each holder of a note (other than an exempt holder such as a corporation, tax-exempt organization, qualified pension and profit-sharing trust, individual retirement account or nonresident alien who provides certification as to status as a nonresident) will be required to provide, under penalties of perjury, a certificate containing the holder's name, address, correct federal taxpayer identification number and a statement that the holder is a U.S. Person and not subject to backup withholding. Should a nonexempt noteholder fail to provide

the required certification, the trust fund will be required to backup withhold from the amount otherwise payable to the holder and remit the withheld amount to the IRS as a credit against the holder's federal income tax liability.

Possible Alternative Treatments of the Notes. If, contrary to the opinion of tax counsel, the IRS successfully asserted that one or more of the notes did not represent debt for federal income tax purposes, the notes might be treated as equity interests in the trust fund. If so treated, the trust fund might be taxable as a corporation with the adverse consequences described above under "— Tax Characterization of the Trust Fund as a Partnership," and the taxable corporation would not be able to reduce its taxable income by deductions for interest expense on notes recharacterized as equity. Alternatively, and most likely in the view of tax counsel, the trust fund might be treated as a publicly traded partnership that would not be taxable as a corporation because it would meet certain qualifying income tests. Nonetheless, treatment of the notes as equity interests in such a publicly traded partnership could have adverse tax consequences to certain holders. For example, income to certain tax-exempt entities (including pension funds) may be "unrelated business taxable income," income to foreign holders generally would be subject to United States tax and United States tax return filing and withholding requirements, and individual holders might be subject to certain limitations on their ability to deduct their share of the trust fund's expenses.

Tax Consequences to Holders of the Certificates

Treatment of the Trust Fund as a Partnership. The trust fund and the servicer will agree, and the certificateholders will agree by their purchase of certificates, to treat the trust fund as a partnership for purposes of federal and state income tax, franchise tax and any other tax measured in whole or in part by income, with the assets of the partnership being the assets held by the trust fund, the partners of the partnership being the certificateholders, and the notes being debt of the partnership. However, the proper characterization of the arrangement involving the trust fund, the certificates, the notes, the trust fund and the servicer is not clear because there is no authority on transactions closely comparable to that contemplated herein.

A variety of alternative characterizations is possible. For example, because the certificates have certain features characteristic of debt, the certificates might be considered debt of the trust fund. Any such characterization would not result in materially adverse tax consequences to certificateholders as compared to the consequences from treatment of the certificates as equity in a partnership described below. The following discussion assumes that the certificates represent equity interests in a partnership.

Indexed Securities, etc. The following discussion assumes that all payments on the certificates are denominated in U.S. dollars, none of the certificates is an indexed security or a stripped certificate, and that a series of securities includes a single class of certificates. If these conditions are not satisfied with respect to any given series of certificates, additional tax considerations with respect to such certificates will be disclosed in the applicable prospectus supplement.

Partnership Taxation. If the trust fund is a partnership, the trust fund will not be subject to federal income tax. Rather, each certificateholder will be required to separately take into

account the holder's allocated share of income, gains, losses, deductions and credits of the trust fund. The trust fund's income will consist primarily of interest and finance charges earned on the underlying loans (including appropriate adjustments for market discount, OID and bond premium, if any) and any gain upon collection or disposition of loans. The trust fund's deductions will consist primarily of interest accruing with respect to the notes, servicing and other fees, and losses or deductions upon collection or disposition of loans.

The tax items of a partnership are allocable to the partners in accordance with the Code, Treasury regulations and the partnership agreement (here, the trust agreement and related documents). Cash basis holders will in effect be required to report income from the certificates on the accrual basis, and certificateholders may become liable for taxes on trust fund income even if they have not received cash from the trust fund to pay taxes. In addition, because tax allocations and tax reporting will be done on a uniform basis for all certificateholders but certificateholders may be purchasing certificates at different times and at different prices, certificateholders may be required to report on their tax returns taxable income that is greater or less than the amount reported to them by the trust fund.

All of the taxable income allocated to a certificateholder that is a pension, profit-sharing or employee benefit plan or other tax-exempt entity (including an individual retirement account) may constitute "unrelated business taxable income" generally taxable to the holder under the Code.

An individual taxpayer's share of expenses of the trust fund (including fees to the servicer but not interest expense) would be miscellaneous itemized deductions. Such deductions might be disallowed to the individual in whole or in part and might result in such holder being taxed on an amount of income that exceeds the amount of cash actually distributed to the holder over the life of the trust fund.

The trust fund intends to make all tax calculations relating to income and allocations to certificateholders on an aggregate basis. If the IRS were to require that such calculations be made separately for each loan, the trust fund might be required to incur additional expense but it is believed that there would not be a material adverse effect on certificateholders.

Discount and Premium. It is believed that the underlying loans will not be issued with OID, and, therefore, the trust fund should not have OID income. However, the purchase price paid by the trust fund for the loans may be greater or less than the remaining principal balance of the loans at the time of purchase. If so, the loan will have been acquired at a premium or discount, as the case may be. (As indicated above, the trust fund will make this calculation on an aggregate basis, but might be required to recompute it on a loan-by-loan basis.)

If the trust fund acquires the underlying loans at a market discount or premium, the trust fund will elect to include any discount in income currently as it accrues over the life of the loans or to offset any premium against interest income on the loans. As indicated above, a portion of market discount income or premium deduction may be allocated to certificateholders.

Section 708 Termination. Under section 708 of the Code, the trust fund will be deemed to terminate for federal income tax purposes if 50% or more of the capital and profits interests in

the trust fund are sold or exchanged within a 12-month period. Pursuant to Treasury regulations issued under section 708 of the Code, if such a termination occurs, the trust fund would be deemed to contribute its assets to a new partnership in exchange for interests in the new partnership. Such interests would be deemed distributed to the partners of the original trust fund in liquidation thereof, which would not constitute a sale or exchange.

Disposition of Certificates. Generally capital gain or loss will be recognized on a sale of certificates in an amount equal to the difference between the amount realized and the seller's tax basis in the certificates sold. A certificateholder's tax basis in a certificate will generally equal the holder's cost increased by the holder's share of trust fund income (includible in income) and decreased by any distributions received with respect to the certificate. In addition, both the tax basis in the certificates and the amount realized on a sale of a certificate would include the holder's share of the notes and other liabilities of the trust fund. A holder acquiring certificates at different prices may be required to maintain a single aggregate adjusted tax basis in the certificates, and, upon sale or other disposition of some of the certificates, allocate a portion of the aggregate tax basis to the certificates sold (rather than maintaining a separate tax basis in each certificate for purposes of computing gain or loss on a sale of that certificate).

Any gain on the sale of a certificate attributable to the holder's share of unrecognized accrued market discount on the loans would generally be treated as ordinary income to the holder and would give rise to special tax reporting requirements. The trust fund does not expect to have any other assets that would give rise to such special reporting requirements. Thus, to avoid those special reporting requirements, the trust fund will elect to include market discount in income as it accrues.

If a certificateholder is required to recognize an aggregate amount of income (not including income attributable to disallowed itemized deductions described above) over the life of the certificates that exceeds the aggregate cash distributions with respect thereto, this excess will generally give rise to a capital loss upon the retirement of the certificates.

Allocations Between Transferors and Transferees. In general, the trust fund's taxable income and losses will be determined monthly, and the tax items for a particular calendar month will be apportioned among the certificateholders in proportion to the principal amount of certificates owned by them as of the close of the last day of such month. As a result, a holder purchasing certificates may be allocated tax items (which will affect its tax liability and tax basis) attributable to periods before the actual transaction.

The use of such a monthly convention may not be permitted by existing regulations. If a monthly convention is not allowed (or only applies to transfers of less than all of the partner's interest), taxable income or losses of the trust fund might be reallocated among the certificateholders. The trust fund's method of allocation between transferors and transferees may be revised to conform to a method permitted by future regulations.

Section 754 Election. In the event that a certificateholder sells its certificates at a profit (loss), the purchasing certificateholder will have a higher (lower) basis in the certificates than the selling certificateholder had. Although recent legislation requires a partnership with a substantial built in loss in its assets to make certain basis adjustments affecting the acquiring partners, those

adjustments are not required for securitization partnerships. The trust expects to qualify as a securitization partnership and, thus, the tax basis of the trust fund's assets will not be adjusted to reflect that higher (or lower) basis unless the trust fund were to file an election under Section 754 of the Code. In order to avoid the administrative complexities that would be involved in keeping accurate accounting records, as well as potentially onerous information reporting requirements, the trust fund will not make such election, unless such an election is required by law. As a result, certificateholders might be allocated a greater or lesser amount of trust fund income than would be appropriate based on their own purchase price for certificates.

Administrative Matters. The trustee is required to keep or have kept complete and accurate books of the trust fund. Books will be maintained for financial reporting and tax purposes on an accrual basis, and the fiscal year of the trust fund will be the calendar year unless otherwise required by law. The trustee will file a partnership information return (IRS Form 1065) with the IRS for each taxable year of the trust fund and will report each certificateholder's allocable share of items of trust fund income and expense to holders and the IRS on Schedule K-1. The trust fund will provide the Schedule K-l information to nominees that fail to provide the trust fund with the information statement described below, and such nominees will be required to forward such information to the beneficial owners of the certificates. Generally, holders must file tax returns that are consistent with the information return filed by the trust fund or be subject to penalties unless the holder notifies the IRS of all such inconsistencies.

Under Section 6031 of the Code, any person that holds certificates as a nominee at any time during a calendar year is required to furnish the trust fund with a statement containing certain information on the nominee, the beneficial owners and the certificates so held. Such information includes:

- the name, address and taxpayer identification number of the nominee; and

- as to each beneficial owner (a) the name, address and identification number of such person, (b) whether such person is a U.S. Person, a tax-exempt entity or a foreign government, an international organization or any wholly owned agency or instrumentality of either of the foregoing, and (c) certain information on certificates that were held, bought or sold on behalf of such person throughout the year.

In addition, brokers and financial institutions that hold certificates through a nominee are required to furnish directly to the trust fund information as to themselves and their ownership of certificates. A clearing agency registered under Section 17A of the Securities Exchange Act of 1934 is not required to furnish any such information statement to the trust fund. The information referred to above for any calendar year must be furnished to the trust fund on or before the following January 31. Nominees, brokers and financial institutions that fail to provide the trust fund with the information described above may be subject to penalties.

The depositor will be designated as the tax matters partner in the related trust agreement and, as such, will be responsible for representing the certificateholders in any dispute with the IRS. The Code provides for administrative examination of a partnership as if the partnership were a separate and distinct taxpayer. Generally, the statute of limitations for partnership items does not expire before three years after the date on which the partnership information return is

filed. Any adverse determination following an audit of the return of the trust fund by the appropriate taxing authorities could result in an adjustment of the returns of the certificateholders, and, under certain circumstances, a certificateholder may be precluded from separately litigating a proposed adjustment to the items of the trust fund. An adjustment could also result in an audit of a certificateholder's returns and adjustments of items not related to the income and losses of the trust fund.

Tax Consequences to Foreign Certificateholders. It is not clear whether the trust fund would be considered to be engaged in a trade or business in the United States for purposes of federal withholding taxes with respect to non-U.S. Persons because there is no clear authority dealing with that issue under facts substantially similar to those described herein. Although it is not expected that the trust fund would be engaged in a trade or business in the United States for such purposes, the trust fund will withhold as if it were so engaged in order to protect the trust fund from possible adverse consequences of a failure to withhold. The trust fund expects to withhold on the portion of its taxable income that is allocable to foreign certificateholders pursuant to Section 1446 of the Code, as if such income were effectively connected with a United States trade or business, at a rate of 35% for foreign holders that are taxable as corporations and the highest rate of tax specified in Section 1 of the Code for all other foreign holders. Subsequent adoption of Treasury regulations or the issuance of other administrative pronouncements may require the trust fund to change its withholding procedures. In determining a holder's withholding status, the trust fund may rely on IRS Form W-8BEN or a similar form, IRS Form W-9 or the holder's certification of non-foreign status signed under penalties of perjury.

Each foreign holder might be required to file a United States individual or corporate income tax return (including, in the case of a corporation, the branch profits tax) on its share of the trust fund's income. Each foreign holder must obtain a taxpayer identification number from the IRS and submit that number to the trust fund on Form W-8BEN in order to assure appropriate crediting of the taxes withheld. A foreign holder generally would be entitled to file with the IRS a claim for refund with respect to taxes withheld by the trust fund taking the position that no taxes were due because the trust fund was not engaged in a United States trade or business. However, interest payments made (or accrued) to a certificateholder who is a foreign person generally will be considered guaranteed payments to the extent such payments are determined without regard to the income of the trust fund. If these interest payments are properly characterized as guaranteed payments, then the interest will not be considered "portfolio interest." As a result, certificateholders will be subject to United States federal income tax and withholding tax at a rate of 30%, unless reduced or eliminated pursuant to an applicable treaty. In such case, a foreign holder would only be entitled to claim a refund for that portion of the taxes in excess of the taxes that should be withheld with respect to the guaranteed payments.

Backup Withholding. Distributions made on the certificates and proceeds from the sale of the certificates will be subject to "backup" withholding tax if, in general, the certificateholder fails to comply with certain identification procedures, unless the holder is an exempt recipient under applicable provisions of the Code.

Reportable Transactions

Recent Treasury pronouncements directed at potentially abusive tax shelter activity appear to apply to transactions not conventionally regarded as tax shelters. Treasury regulations require taxpayers to report certain disclosures on IRS Form 8886 if they participate in a "reportable transaction." Organizers and sellers of the transaction are required to maintain records including investor lists containing identifying information and to furnish those records to the IRS upon demand. A transaction may be a "reportable transaction" based upon several indicia, one or more of which may be present with respect to your investment in the securities. Recently enacted legislation imposes significant penalties for failing to comply with these disclosure requirements. Investors are encouraged to consult their own tax advisers concerning any possible disclosure obligation with respect to their investment, and should be aware that Bear Stearns and other participants in the transaction intend to comply with such disclosure and investor list maintenance requirements as they determine apply to them with respect to a transaction.

State and Local Tax Considerations

In addition to the United States federal income tax considerations described in this prospectus under "Material Federal Income Tax Considerations," potential investors are encouraged to consider the state and local income tax consequences of the acquisition, ownership, and disposition of the securities. State and local income tax law may differ substantially from the corresponding federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state or locality. Therefore, potential investors are encouraged to consult their own tax advisors with respect to the various state and local tax consequences of an investment in the securities.

ERISA Considerations

Sections 404 and 406 of ERISA impose fiduciary and prohibited transaction restrictions on ERISA Plans and on various other retirement plans and arrangements, including bank collective investment funds and insurance company general and separate accounts in which ERISA Plans are invested. Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on Tax Favored Plans. ERISA and the Code prohibit a broad range of transactions involving assets of Plans and persons having obtained certain relationships to a Plan, called "Parties in Interest", unless a statutory or administrative exemption is available with respect to any such transaction.

Some employee benefit plans, including governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA) are not subject to the ERISA requirements. Accordingly, assets of these plans may be invested in the securities without regard to the ERISA considerations described below, subject to the provisions of other applicable federal, state and local law. Any such plan which is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Code, however, is subject to the prohibited transaction rules set forth in Section 503 of the Code.

ERISA generally imposes on Plan fiduciaries general fiduciary requirements, including those of investment prudence and diversification and the requirement that a Plan's investments be made for the exclusive benefit of Plan participants and their beneficiaries and in accordance with the documents governing the Plan. Any person who has discretionary authority or control with respect to the management or disposition of Plan Assets and any person who provides investment advice with respect to a Plan's assets, or Plan Assets, for a fee is a fiduciary of the investing Plan. If the mortgage loans and other assets included in the trust fund were to constitute Plan Assets, then any party exercising management or discretionary control with respect to those Plan Assets may be deemed to be a Plan "fiduciary," and thus subject to the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and Section 4975 of the Code with respect to any investing Plan. In addition, the acquisition or holding of securities by or on behalf of a Plan or with Plan Assets, as well as the operation of the trust fund, may constitute or involve a prohibited transaction under ERISA and the Code unless a statutory or administrative exemption is available. Further, ERISA and the Code prohibit a broad range of transactions involving Plan Assets and persons, called Parties in Interest unless a statutory or administrative exemption is available. Some Parties in Interest that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed under Section 502(i) of ERISA or Section 4975 of the Code, unless a statutory or administrative exemption is available with respect to any transaction of this sort.

Some transactions involving the trust fund might be deemed to constitute prohibited transactions under ERISA and the Code with respect to a Plan that purchases the securities, if the mortgage loans and other assets included in a trust fund are deemed to be assets of the Plan. The DOL has promulgated the DOL Regulations concerning whether or not Plan Assets of a Plan would be deemed to include an interest in the underlying assets of an entity, including a trust fund, for purposes of applying the general fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and the Code. Under the DOL Regulations, generally, when a Plan acquires an "equity interest" in another entity (such as the trust fund), the underlying assets of that entity may be considered to be Plan Assets unless an exception applies. Exceptions contained in the DOL Regulations provide that a Plan's assets will not include an undivided interest in each asset of an entity in which the Plan makes an equity investment if: (1) the entity is an operating company; (2) the equity investment made by the Plan is either a "publicly-offered security" that is "widely held," both as defined in the DOL Regulations, or a security issued by an investment company registered under the Investment Company Act of 1940, as amended; or (3) Benefit Plan Investors do not own 25% or more in value of any class of equity securities issued by the entity. In addition, the DOL Regulations provide that the term "equity interest" means any interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no "substantial equity features." Under the DOL Regulations, Plan Assets will be deemed to include an interest in the instrument evidencing the equity interest of a Plan (such as a security with "substantial equity features"), and, because of the factual nature of some of the rules set forth in the DOL Regulations, Plan Assets may be deemed to include an interest in the underlying assets of the entity in which a Plan acquires an interest (such as the trust fund). Without regard to whether the securities are characterized as equity interests, the purchase, sale and holding of securities by or on behalf of a Plan could be considered to give rise to a prohibited transaction if the Issuing Entity, the trustee or any of their respective affiliates is or becomes a Party in Interest with respect to the Plan. The depositor, Bear, Stearns & Co. Inc., the master servicer or other servicer, any pool insurer, any

special hazard insurer, the trustee, and certain of their affiliates might be considered Parties in Interest with respect to a Plan. If so, the acquisition, holding or disposition of securities by or on behalf of such Plan could be considered to give rise to a "prohibited transaction" within the meaning of ERISA and the Code unless an exemption is available. Neither Plans nor persons investing Plan Assets should acquire or hold securities in reliance upon the availability of any exception under the DOL Regulations.

Class and Statutory Exemptions

The DOL has issued Prohibited Transaction Class Exemptions ("PTCEs") which provide exemptive relief to parties to any transaction which satisfies the conditions of the exemption. A partial listing of the PTCEs which may be available for investments in securities follows. In addition, the Pension Protection Act of 2006 provides a statutory exemption under Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code from certain prohibited transactions between an ERISA plan, Keogh plan, IRA or related investment vehicle and a person or entity that is a Party in Interest to such Plan solely by reason of providing services to such plan or entity (other than a Party in Interest that is a fiduciary, or its affiliate, that has or exercises discretionary authority or control or renders investment advice with respect to the assets of the plan or entity involved in the transaction), provided that there is adequate consideration for the transaction. Each of these exemptions is available only if specified conditions are satisfied and may provide relief for some, but not all, of the prohibited transactions that a particular transaction may cause. The prospectus supplement for a particular offering of securities may tell you whether the securities themselves satisfy the conditions of these exemptions. You are encouraged to consult with your advisors regarding the specific scope, terms and conditions of an exemption as it applies to you, as an investor, before relying on that exemption's availability.

Class exemptions for purchases and sales of securities.

The following exemptions may apply to a purchase or sale of securities between a Plan, on the one hand, and a Party in Interest, on the other hand:

- PTCE 84-14, which exempts certain transactions approved on behalf of the Plan by independent qualified professional asset managers.

- PTCE 86-128, which exempts certain transactions between a Plan and certain broker-dealers.

- PTCE 90-1, which exempts certain transactions entered into by insurance company pooled separate accounts in which Plans have made investments.

- PTCE 91-38, which exempts certain transactions entered into by bank collective investment funds in which Plans have made investments.

- PTCE 96-23, which exempts certain transactions approved on behalf of a Plan by certain in-house investment managers.

These exemptions do not expressly address prohibited transactions that might result from transactions incidental to the operation of a trust. The issuing entity cannot assure you that a purchase or sale of securities in reliance on one of these exemptions will not give rise to indirect, non-exempt prohibited transactions.

Class exemptions for purchases and sales of securities and transactions incidental to the operation of the Issuing Entity.

The following exemptions may apply to a purchase or sale of securities between a Plan, on the one hand, and a Party in Interest, on the other hand, and may also apply to prohibited transactions that may result from transactions incident to the operation of the Issuing Entity:

- PTCE 95-60, which exempts certain transactions involving insurance company general accounts.

- PTCE 83-1, which exempts certain transactions involving the purchase of pass-through certificates in mortgage pool investment trusts from, and the sale of such certificates to, the pool sponsor, as well as transactions in connection with the servicing and operation of the pool.

Prohibited Transaction Class Exemption 83-1. The U.S. Department of Labor has issued an administrative exemption, Prohibited Transaction Class Exemption 83-1 ("PTCE 83-1"), which, under certain conditions, exempts from the application of the prohibited transaction rules of ERISA and the excise tax provisions of Section 4975 of the Code transactions involving a Plan in connection with the operation of a "mortgage pool" and the purchase, sale and holding of "mortgage pool pass-through certificates." A "mortgage pool" is defined as an investment pool, consisting solely of interest bearing obligations secured by first or second mortgages or deeds of trust on single-family residential property, property acquired in foreclosure and undistributed cash. A "mortgage pool pass-through certificate" is defined as a certificate which represents a beneficial undivided interest in a mortgage pool which entitles the holder to pass-through payments of principal and interest from the mortgage loans.

For the exemption to apply, PTCE 83-1 requires that:

- the depositor and the trustee maintain a system of insurance or other protection for the mortgage loans and the property securing such mortgage loans, and for indemnifying holders of certificates against reductions in pass-through payments due to defaults in loan payments or property damage in an amount at least equal to the greater of 1% of the aggregate principal balance of the mortgage loans, or 1% of the principal balance of the largest covered pooled mortgage loan;

- the trustee may not be an affiliate of the depositor;

- and the payments made and retained by the depositor in connection with the trust fund, together with all funds inuring to the depositor's benefit for administering the trust fund, represent no more than "adequate consideration" for selling the mortgage loans, plus reasonable compensation for services provided to the trust fund.

In addition, if it is applicable, PTCE 83-1 exempts the initial sale of certificates to a Plan with respect to which the depositor, the special hazard insurer, the pool insurer, the master servicer, or other servicer, or the trustee are or is a party in interest if the Plan does not pay more than fair market value for such certificate and the rights and interests evidenced by such certificate are not subordinated to the rights and interests evidenced by other certificates of the same pool. PTCE 83-1 also exempts from the prohibited transaction rules any transactions in connection with the servicing and operation of the mortgage pool, provided that any payments made to the master servicer in connection with the servicing of the trust fund are made in accordance with a binding agreement, copies of which must be made available to prospective investors.

In the case of any Plan with respect to which the depositor, the master servicer, the special hazard insurer, the pool insurer, or the trustee is a fiduciary, PTCE 83-1 will only apply if, in addition to the other requirements:

- the initial sale, exchange or transfer of certificates is expressly approved by an independent fiduciary who has authority to manage and control those plan assets being invested in certificates;

- the Plan pays no more for the certificates than would be paid in an arm's length transaction;

- no investment management, advisory or underwriting fee, sale commission, or similar compensation is paid to the depositor with regard to the sale, exchange or transfer of certificates to the Plan;

- the total value of the certificates purchased by such Plan does not exceed 25% of the amount issued; and

- at least 50% of the aggregate amount of certificates is acquired by persons independent of the depositor, the trustee, the master servicer, and the special hazard insurer or pool insurer.

Before purchasing certificates, a fiduciary of a Plan should confirm that the trust fund is a "mortgage pool," that the certificates constitute "mortgage pool pass-through certificates," and that the conditions set forth in PTCE 83-1 would be satisfied. In addition to making its own determination as to the availability of the exemptive relief provided in PTCE 83-1, the Plan fiduciary should consider the availability of any other prohibited transaction exemptions. The Plan fiduciary also should consider its general fiduciary obligations under ERISA in determining whether to purchase any certificates on behalf of a Plan.

Underwriter Exemption

The DOL has issued Exemptions to some underwriters, which generally exempt from the application of the prohibited transaction provisions of Section 406 of ERISA, and the excise taxes imposed on those prohibited transactions pursuant to Section 4975(a) and (b) of the Code, some transactions, among others, relating to the servicing and operation of mortgage pools and the initial purchase, holding and subsequent resale of mortgage-backed securities or other "securities" underwritten by an Underwriter, as defined below, provided that the conditions set forth in the Exemption are satisfied. For purposes of this section "ERISA Considerations", the term "Underwriter" shall include (1) the underwriter, (2) any person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the underwriter and (3) any member of the underwriting syndicate or selling group of which a person described in (1) or (2) is a manager or co-manager with respect to a class of securities.

The Exemption sets forth seven general conditions which must be satisfied for the Exemption to apply.

First, the acquisition of securities by a Plan or with Plan Assets must be on terms that are at least as favorable to the Plan as they would be in an arm's-length transaction with an unrelated party.

Second, the Exemption only applies to securities evidencing rights and interests that are not subordinated to the rights and interests evidenced by other securities of the same trust, unless none of the mortgage loans has a loan-to- value ratio or combined loan-to-value ratio at the date of issuance of the securities that exceeds 100%.

Third, the securities at the time of acquisition by a Plan or with Plan Assets must be rated in one of the four highest generic rating categories by an Exemption Rating Agency. However, the securities must be rated in one of the two highest generic categories by an Exemption Rating Agency if the loan-to-value ratio or combined loan-to-value ratio of any one- to four-family residential mortgage loan or home equity loan held in the trust exceeds 100% but does not exceed 125% at the date of issuance of the securities, and in that case the Exemption will not apply: (1) to any of the securities if any mortgage loan or other asset held in the trust (other than a one- to four-family residential mortgage loan or home equity loan) has a loan-to-value ratio or combined loan-to-value ratio that exceeds 100% at the Closing Date or (2) to any subordinate securities.

Fourth, the trustee cannot be an affiliate of any member of the "Restricted Group", other than the Underwriter. The Restricted Group consists of any Underwriter, the master servicer, any servicer, any insurer, the depositor, any counterparty to an "eligible swap" (as described below) and any obligor with respect to assets included in the trust fund consisting of more than 5% of the aggregate unamortized principal balance of the assets in the trust fund as of the date of initial issuance of the securities other than the underwriter.

Fifth, the sum of all payments made to and retained by the Underwriter(s) must represent not more than reasonable compensation for underwriting the securities; the sum of all payments made to and retained by the depositor pursuant to the assignment of the assets to the related trust

fund must represent not more than the fair market value of the obligations; and the sum of all payments made to and retained by the master servicer, the servicer, the special servicer and any subservicer must represent not more than reasonable compensation for the person's services under the related Agreement and reimbursement of the person's reasonable expenses in connection therewith.

Sixth, the investing Plan or Plan Asset investor must be an accredited investor as defined in Rule 501(a)(1) of Regulation D of the Commission under the Securities Act.

Seventh, for Issuing Entities other than certain trusts, the documents establishing the Issuing Entity and governing the transaction must contain certain provisions as described in the Exemption intended to protect the assets of the Issuing Entity from creditors of the Depositor.

Permitted trust funds include owner-trusts, as well as grantor-trusts and REMICs. Owner-trusts are subject to certain restrictions in their governing documents to ensure that their assets may not be reached by creditors of the depositor in the event of bankruptcy or other insolvency and must provide certain legal opinions.

The Exemption permits interest rate swaps, interest rate caps and yield supplement agreements to be assets of a trust fund if certain conditions are satisfied.

An interest-rate swap or (if purchased by or on behalf of the Issuing Entity) an interest-rate cap contract (collectively, a "swap" or "swap agreement") is a permitted trust fund asset if it: (a) is an "eligible swap;" (b) is with an "eligible counterparty;" (c) meets certain additional specific conditions which depend on whether the swap is a "ratings dependent swap" or a "non-ratings dependent swap" and (d) permits the Issuing Entity to make termination payments to the swap counterparty (other than currently scheduled payments) solely from excess spread or amounts otherwise payable to the servicer, depositor, sponsor or any other seller. Securities to which one or more swap agreements apply may be acquired or held by only "qualified plan investors."

An "eligible swap" is one which: (a) is denominated in U.S. dollars; (b) pursuant to which the Issuing Entity pays or receives, on or immediately prior to the respective payment or distribution date for the class of securities to which the swap relates, a fixed rate of interest or a floating rate of interest based on a publicly available index (e.g., LIBOR or the U.S. Federal Reserve's Cost of Funds Index (COFI)), with the Issuing Entity receiving such payments on at least a quarterly basis and obligated to make separate payments no more frequently than the counterparty, with all simultaneous payments being netted ("allowable interest rate"); (c) has a notional amount that does not exceed either: (i) the principal balance of the class of securities to which the swap relates, or (ii) the portion of the principal balance of such class represented by obligations ("allowable notional amount"); (d) is not leveraged (i.e., payments are based on the applicable notional amount, the day count fractions, the fixed or floating rates permitted above, and the difference between the products thereof, calculated on a one-to-one ratio and not on a multiplier of such difference) ("leveraged"); (e) has a final termination date that is either the earlier of the date on which the issuer terminates or the related class of securities are fully repaid and (f) does not incorporate any provision which could cause a unilateral alteration in the requirements described in (a) through (d) above.

An "eligible counterparty" means a bank or other financial institution which has a rating at the date of issuance of the securities, which is in one of the three highest long term credit rating categories or one of the two highest short term credit rating categories, utilized by at least one of the exemption rating agencies rating the securities; provided that, if a counterparty is relying on its short term rating to establish eligibility under the Exemption, such counterparty must either have a long term rating in one of the three highest long term rating categories or not have a long term rating from the applicable exemption rating agency.

A "qualified plan investor" is a plan where the decision to buy a class of securities is made on behalf of the plan by an independent fiduciary qualified to understand the swap transaction and the effect the swap would have on the rating of the securities and such fiduciary is either (a) a "qualified professional asset manager" ("QPAM") under PTCE 84-14, (b) an "in-house asset manager" under PTCE 96-23 or (c) has total assets (both plan and non-plan) under management of at least $100 million at the time the securities are acquired by the plan.

In "ratings dependent swaps" (where the rating of a class of securities is dependent on the terms and conditions of the swap), the swap agreement must provide that if the credit rating of the counterparty is withdrawn or reduced by any exemption rating agency below a level specified by the exemption rating agency, the servicer must, within the period specified under the Pooling and Servicing Agreement: (a) obtain a replacement swap agreement with an eligible counterparty which is acceptable to the exemption rating agency and the terms of which are substantially the same as the current swap agreement (at which time the earlier swap agreement must terminate); or (b) cause the swap counterparty to establish any collateralization or other arrangement satisfactory to the exemption rating agency such that the then current rating by the exemption rating agency of the particular class of securities will not be withdrawn or reduced (and the terms of the swap agreement must specifically obligate the counterparty to perform these duties for any class of securities with a term of more than one year). In the event that the servicer fails to meet these obligations, holders of the securities that are employee benefit plans or other retirement arrangements must be notified in the immediately following periodic report which is provided to the holders of the securities but in no event later than the end of the second month beginning after the date of such failure. Sixty days after the receipt of such report, the exemptive relief provided under the Exemption will prospectively cease to be applicable to any class of securities held by an employee benefit plan or other retirement arrangement which involves such ratings dependent swap.

"Non-ratings dependent swaps" (those where the rating of the securities does not depend on the terms and conditions of the swap) are subject to the following conditions. If the credit rating of the counterparty is withdrawn or reduced below the lowest level permitted above, the servicer will, within a specified period after such rating withdrawal or reduction: (a) obtain a replacement swap agreement with an eligible counterparty, the terms of which are substantially the same as the current swap agreement (at which time the earlier swap agreement must terminate); (b) cause the counterparty to post collateral with the Issuing Entity in an amount equal to all payments owed by the counterparty if the swap transaction were terminated; or (c) terminate the swap agreement in accordance with its terms.

An "eligible yield supplement agreement" is any yield supplement agreement or similar arrangement or (if purchased by or on behalf of the Issuing Entity) an interest rate cap contract to

supplement the interest rates otherwise payable on obligations held by the trust fund ("EYS Agreement"). If the EYS Agreement has a notional principal amount and/or is written on an International Swaps and Derivatives Association, Inc. (ISDA) form, the EYS Agreement may only be held as an asset of the trust fund if it meets the following conditions: (a) it is denominated in U.S. dollars; (b) it pays an allowable interest rate; (c) it is not leveraged; (d) it does not allow any of these three preceding requirements to be unilaterally altered without the consent of the trustee; (e) it is entered into between the Issuing Entity and an eligible counterparty and (f) it has an allowable notional amount.

The Exemption also requires that the trust fund meet the following requirements: (1) the trust fund must consist solely of assets of the type that have been included in other investment pools; (2) securities evidencing interests in the other investment pools must have been rated in one of the four highest generic categories of one of the Exemption Rating Agencies for at least one year prior to the acquisition of securities by or on behalf of a Plan or with Plan Assets; and (3) securities evidencing interests in the other investment pools must have been purchased by investors other than Plans for at least one year prior to any acquisition of securities by or on behalf of a Plan or with Plan Assets.

A fiduciary of a Plan or any person investing Plan Assets to purchase a security must make its own determination that the conditions set forth above will be satisfied with respect to the security.

If the general conditions of the Exemption are satisfied, the Exemption may provide an exemption from the restrictions imposed by Sections 406(a) and 407(a) of ERISA, and the excise taxes imposed by Sections 4975(a) and (b) of the Code by reason of Sections 4975(c)(1)(A) through (D) of the Code, in connection with the direct or indirect sale, exchange or transfer of securities in the initial issuance of the securities or the direct or indirect acquisition or disposition in the secondary market of securities by a Plan or with Plan Assets or the continued holding of securities acquired by a Plan or with Plan Assets pursuant to either of the foregoing. However, no exemption is provided from the restrictions of Sections 406(a)(1)(E), 406(a)(2) and 407 of ERISA for the acquisition or holding of a security on behalf of an "Excluded Plan" by any person who has discretionary authority or renders investment advice with respect to the assets of an Excluded Plan. For purposes of the securities, an Excluded Plan is a Plan sponsored by any member of the Restricted Group.

If the specific conditions of the Exemption are also satisfied, the Exemption may provide an exemption from the restrictions imposed by Sections 406(b)(1) and (b)(2) of ERISA, and the excise taxes imposed by Sections 4975(a) and (b) of the Code by reason of Section 4975(c)(1)(E) of the Code, in connection with:

1. The direct or indirect sale, exchange or transfer of securities in the initial issuance of securities between the depositor or an Underwriter and a Plan when the person who has discretionary authority or renders investment advice with respect to the investment of Plan Assets in the securities is (a) a mortgagor with respect to 5% or less of the fair market value of the trust fund assets or (b) an affiliate of such a person, provided that:

i. The Plan is not an Excluded Plan,

ii. Each Plan's investment in each class of securities does not exceed 25% of the outstanding securities in the class,

iii. After the Plan's acquisition of the securities, no more than 25% of the assets over which the fiduciary has investment authority are invested in securities of a trust fund containing assets which are sold or serviced by the same entity, and

iv. In the case of initial issuance (but not secondary market transactions), at least 50% of each class of securities and at least 50% of the aggregate interests in the trust fund are acquired by persons independent of the Restricted Group;

2. The direct or indirect acquisition or disposition in the secondary market of securities by a Plan or with Plan assets provided that the conditions in (i), (iii) and (iv) of 1 above are met; and

3. The continued holding of securities acquired by a Plan or with Plan Assets pursuant to sections 1 or 2 above.

Further, if the specific conditions of the Exemption are satisfied, the Exemption may provide an exemption from the restrictions imposed by Sections 406(a), 406(b) and 407 of ERISA, and the excise taxes imposed by Sections 4975(a) and (b) of the Code by reason of Section 4975(c) of the Code for transactions in connection with the servicing, management and operation of the trust fund. The depositor expects that the specific conditions of the Exemption required for this purpose will be satisfied with respect to the securities so that the Exemption would provide an exemption from the restrictions imposed by Sections 406(a) and (b) of ERISA (as well as the excise taxes imposed by Sections 4975(a) and (b) of the Code by reason of Section 4975(c) of the Code) for transactions in connection with the servicing, management and operation of the trust fund, provided that the general conditions of the Exemption are satisfied.

The Exemption also may provide an exemption from the application of the prohibited transaction provisions of Sections 406(a) and 407(a) of ERISA, and the excise taxes imposed by Section 4975(a) and (b) of the Code by reason of Sections 4975(c)(1)(A) through (D) of the Code if the restrictions are deemed to otherwise apply merely because a person is deemed to be a Party in Interest with respect to an investing Plan by virtue of providing services to the Plan (or by virtue of having a specified relationship to such a person) solely as a result of the Plan's ownership of securities.

The Exemption generally extends exemptive relief to mortgage-backed and asset-backed securities transactions using pre-funding accounts for trusts issuing securities. With respect to the securities, the Exemption will generally allow mortgage loans supporting payments to securityholders, and having a value equal to no more than 25% of the total principal amount of the securities being offered by the trust fund, to be transferred to the trust fund within the pre-funding period instead of requiring that all the mortgage loans be either identified or transferred

on or before the Closing Date. In general, the relief applies to the purchase, sale and holding of securities which otherwise qualify for the Exemption, provided that the following general conditions are met:

- the ratio of the amount allocated to the pre-funding account to the total principal amount of the securities being offered must be less than or equal to 25%;

- all additional mortgage loans transferred to the related trust fund after the Closing Date must meet the same terms and conditions for eligibility as the original mortgage loans used to create the trust fund, which terms and conditions have been approved by one of the Exemption Rating Agencies;

- the transfer of the additional mortgage loans to the trust fund during the pre-funding period must not result in the securities to be covered by the Exemption receiving a lower credit rating from an Exemption Rating Agency upon termination of the pre-funding period than the rating that was obtained at the time of the initial issuance of the securities by the trust fund;

- solely as a result of the use of pre-funding, the weighted average annual percentage interest rate for the mortgage loans included in the related trust fund on the Closing Date and all additional mortgage loans transferred to the related trust fund after the Closing Date at the end of the Pre- Funding Period must not be more than 100 basis points lower than the rate for the mortgage loans which were transferred to the trust fund on the Closing Date;

- either:

  (1) the characteristics of the additional mortgage loans transferred to the related trust fund after the Closing Date must be monitored by an insurer or other credit support provider which is independent of the depositor; or

  (2) an independent accountant retained by the depositor must provide the depositor with a letter (with copies provided to the Exemption Rating Agency rating the securities, the Underwriter and the trustee) stating whether or not the characteristics of the additional mortgage loans transferred to the related trust fund after the Closing Date conform to the characteristics described in the prospectus or prospectus supplement and/or agreement. In preparing the letter, the independent accountant must use the same type of procedures as were applicable to the mortgage loans which were transferred to the trust fund as of the Closing Date;

- the pre-funding period must end no later than three months or 90 days after the Closing Date or earlier in some circumstances if the pre-funding accounts falls below the minimum level specified in the Agreement or an event of default occurs;

- amounts transferred to any pre-funding accounts and/or capitalized interest account used in connection with the pre-funding may be invested only in investments which are permitted by the Exemption Rating Agencies rating the securities and must:

  (1) be direct obligations of, or obligations fully guaranteed as to timely payment of principal and interest by, the United States or any agency or instrumentality thereof (provided that the obligations are backed by the full faith and credit of the United States); or

  (2) have been rated (or the obligor has been rated) in one of the three highest generic rating categories by one of the Exemption Rating Agencies ("ERISA Permitted Investments");

- the prospectus or prospectus supplement must describe the duration of the pre-funding period;

- the trustee (or any agent with which the trustee contracts to provide trust services) must be a substantial financial institution or trust company experienced in trust activities and familiar with its duties, responsibilities and liabilities with ERISA. The trustee, as legal owner of the trust fund, must enforce all the rights created in favor of securityholders of the trust fund, including employee benefit plans subject to ERISA.

Insurance company general accounts.

- In the event that securities which are certificates do not meet the requirements of the Exemption solely because they are subordinate certificates or fail to meet a minimum rating requirements under the Exemption, certain Plans may be eligible to purchase certificates pursuant to Sections I and III of PTCE 95-60 which permits insurance company general accounts as defined in PTCE 95-60 to purchase such certificates if they otherwise meet all of the other requirements of the Exemption.

- Insurance companies contemplating the investment of general account assets in the securities are encouraged to consult with their legal advisors with respect to the applicability of Section 401(c) of ERISA. The DOL issued final regulations under Section 401(c) which became effective on July 5, 2001.

Revolving pool features.

The Exemption only covers certificates backed by a "fixed" pool of loans which requires that all the loans must be transferred to the trust fund or identified at closing (or transferred within the pre-funding period, if pre-funding meeting the conditions described above is used). Accordingly, certificates issued by trust funds which feature revolving pools of assets will not be eligible for a purchase by Plans. However, securities which are notes backed by revolving pools

of assets may be eligible for purchase by Plans pursuant to certain other prohibited transaction exemptions. See discussion below in "ERISA Considerations Relating to Notes."

ERISA Considerations Relating to Notes

Under the DOL Regulations, the assets of the trust fund would be treated as "plan assets" of a Plan for the purposes of ERISA and the Code only if the Plan acquires an "equity interest" in the trust fund and none of the exceptions contained in the DOL Regulations is applicable. An equity interest is defined under the DOL Regulations as an interest other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Assuming that the notes are treated as indebtedness without substantial equity features for purposes of the DOL Regulations, then such notes will be eligible for purchase by Plans. However, without regard to whether the notes are treated as an "equity interest" for such purposes, the acquisition or holding of notes by or on behalf of a Plan could be considered to give rise to a prohibited transaction if the trust fund or any of its affiliates is or becomes a party in interest or disqualified person with respect to such Plan, or in the event that a note is purchased in the secondary market and such purchase constitutes a sale or exchange between a Plan and a party in interest or disqualified person with respect to such Plan. There can be no assurance that the trust fund or any of its affiliates will not be or become a party in interest or a disqualified person with respect to a Plan that acquires notes.

The Exemption permits trust funds which are grantor trusts, owner-trusts or REMICs to issue notes, as well as certificates, provided a legal opinion is received to the effect that the noteholders have a perfected security interest in the trust fund's assets. The exemptive relief provided under the Exemption for any prohibited transactions which could be caused as a result of the operation, management or servicing of the trust fund and its assets would not be necessary with respect to notes with no substantial equity features which are issued as obligations of the trust fund. Nevertheless, because other prohibited transactions might be involved, the Exemption would provide prohibited transaction exemptive relief, provided that the same conditions of the Exemption described above relating to certificates are met with respect to the notes. The same limitations of such exemptive relief relating to acquisitions of certificates by fiduciaries with respect to Excluded Plans would also be applicable to the notes as described herein.

In the event that the Exemption is not applicable to the notes, one or more other prohibited transactions exemptions may be available to Plans purchasing or transferring the notes depending in part upon the type of Plan fiduciary making the decision to acquire the notes and the circumstances under which such decision is made. These exemptions include, but are not limited to, PTCE 90-1 (regarding investments by insurance company pooled separate accounts), PTCE 91-38 (regarding investments by bank collective investments funds), PTCE 84-14 (regarding transactions effected by "qualified professional asset managers"), PTCE 95-60 (regarding investments by insurance company general accounts) and PTCE 96-23 (regarding transactions effected by "in-house asset managers") (collectively, the "Investor-Based Exemptions"). However, even if the conditions specified in these Investor-Based Exemptions are met, the scope of the relief provided under such Exemptions might or might not cover all acts which might be construed as prohibited transactions.

In the event that the Exemption is not applicable to the notes, there can be no assurance that any class of notes will be treated as indebtedness without substantial equity features for purposes of the DOL Regulations. There is increased uncertainty regarding the characterization of debt instruments that do not carry an investment grade rating. Consequently, in the event of a withdrawal or downgrade to below investment grade of the rating of a class of notes, the subsequent transfer of such notes or any interest therein to a Plan trustee or other person acting on behalf of a Plan, or using Plan Assets to effect such transfer, will be restricted. Unless otherwise stated in the related prospectus supplement, by acquiring a note, each purchaser will be deemed to represent that either (1) it is not acquiring the note with Plan Assets; or (2) (A) either (i) none of the issuing entity, the depositor any underwriter, the trustee, the master servicer, any other servicer or any of their affiliates is a party in interest with respect to such purchaser that is a Plan or (ii) PTCE 90-1, PTCE 91-38, PTCE 84-14, PTCE 95-60, PTCE 96-23 or some other prohibited transaction exemption is applicable to the acquisition and holding of the note by such purchaser and (B) the notes are rated investment grade or better and such person believes that the notes are properly treated as indebtedness without substantial equity features for purposes of the DOL Regulations, and agrees to so treat the notes. Alternatively, regardless of the rating of the notes, such person may provide the trustee with an opinion of counsel, which opinion of counsel will not be at the expense of the issuing entity, the depositor, the trustee, the master servicer or any other servicer, which opines that the purchase, holding and transfer of such note or interest therein is permissible under applicable law, will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code and will not subject the issuing entity, the depositor, the trustee, the master servicer or any other servicer to any obligation in addition to those undertaken in the indenture.

EACH PROSPECTUS SUPPLEMENT WILL CONTAIN INFORMATION CONCERNING CONSIDERATIONS RELATING TO ERISA AND THE CODE THAT ARE APPLICABLE TO THE RELATED SECURITIES. BEFORE PURCHASING SECURITIES IN RELIANCE ON THE EXEMPTION, THE INVESTOR-BASED EXEMPTIONS OR ANY OTHER EXEMPTION, A FIDUCIARY OF A PLAN SHOULD ITSELF CONFIRM THAT REQUIREMENTS SET FORTH IN SUCH EXEMPTION WOULD BE SATISFIED.

ANY PLAN INVESTOR WHO PROPOSES TO USE “PLAN ASSETS” OF ANY PLAN TO PURCHASE SECURITIES OF ANY SERIES OR CLASS ARE ENCOURAGED TO CONSULT WITH ITS COUNSEL WITH RESPECT TO THE POTENTIAL CONSEQUENCES UNDER ERISA AND SECTION 4975 OF THE CODE OF THE ACQUISITION AND OWNERSHIP OF SUCH SECURITIES.

Exchangeable Securities

With respect to those classes of exchangeable securities which were eligible for exemptive relief under the Exemption when purchased, the Exemption would also cover the acquisition or disposition of such exchangeable securities when the securityholder exercises its exchange rights. However, with respect to classes of exchangeable securities which were not eligible for exemptive relief under the Exemption when purchased, the exchange, purchase or sale of such securities pursuant to the exercise of exchange rights or call rights may give rise to

prohibited transactions if a Plan and a Party in Interest with respect to such Plan are involved in the transaction. However, one or more Investor-Based Exemptions discussed above may be applicable to these transactions.

Tax Exempt Investors

A Plan that is exempt from federal income taxation pursuant to Section 501 of the Code nonetheless will be subject to federal income taxation to the extent that its income is "unrelated business taxable income" within the meaning of Section 512 of the Code.

Consultation with Counsel

There can be no assurance that the Exemption or any other DOL exemption will apply with respect to any particular Plan that acquires the securities or, even if all the conditions specified therein were satisfied, that any such exemption would apply to transactions involving the trust fund. Prospective Plan investors are encouraged to consult with their legal counsel concerning the impact of ERISA and the Code and the potential consequences to their specific circumstances prior to making an investment in the securities. Neither the depositor, the trustees, the master servicer nor any of their respective affiliates will make any representation to the effect that the securities satisfy all legal requirements with respect to the investment therein by Plans generally or any particular Plan or to the effect that the securities are an appropriate investment for Plans generally or any particular Plan.

Before purchasing a security in reliance on the Exemption, or an Investor-Based Exemption, or any other exemption, a fiduciary of a Plan or other Plan Asset investor should itself confirm that (a) all the specific and general conditions set forth in the Exemption, an Investor-Based Exemption or other exemption would be satisfied and (b) in the case of a security purchased under the Exemption, the security constitutes a "security" for purposes of the Exemption. In addition to making its own determination as to the availability of the exemptive relief provided in the Exemption, and Investor-Based Exemption or other exemption, the Plan fiduciary should consider its general fiduciary obligations under ERISA in determining whether to purchase the securities on behalf of a Plan.

A governmental plan as defined in Section 3(32) of ERISA is not subject to ERISA, or Code Section 4975. However, such governmental plan may be subject to federal, state and local law, which is, to a material extent, similar to the provisions of ERISA or a Code Section 4975. A fiduciary of a governmental plan should make its own determination as to the propriety of such investment under applicable fiduciary or other investment standards, and the need for the availability of any exemptive relief under any similar law.

Method of Distribution

The depositor will offer the securities in series. The distribution of the securities may be effected from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices to be determined at the time of sale or at the time of commitment therefor. If so specified in the related prospectus supplement, Bear, Stearns &

Co. Inc., an affiliate of the depositor, acting as underwriter with other underwriters, if any, named in such prospectus supplement will distribute the securities in a firm commitment underwriting, subject to the terms and conditions of the underwriting agreement. In such event, the related prospectus supplement may also specify that the underwriters will not be obligated to pay for any securities agreed to be purchased by purchasers pursuant to purchase agreements acceptable to the depositor. In connection with the sale of the securities, underwriters may receive compensation from the depositor or from purchasers of the securities in the form of discounts, concessions or commissions. The related prospectus supplement will describe any such compensation that is paid by the depositor.

As to any offering of securities, in addition to the method of distribution as described in the prospectus supplement and this base prospectus, the distribution of any class of the offered securities may be effected through one or more resecuritization transactions, in accordance with Rule 190(b).

Alternatively, the related prospectus supplement may specify that Bear, Stearns & Co. Inc. acting as agent or in some cases as principal with respect to securities that it has previously purchased or agreed to purchase, will distribute the securities. If Bear, Stearns & Co. Inc. acts as agent in the sale of securities, Bear, Stearns & Co. Inc. will receive a selling commission with respect to each series of securities, depending on market conditions, expressed as a percentage of the aggregate principal balance of the securities sold hereunder as of the closing date. The exact percentage for each series of securities will be disclosed in the related prospectus supplement. To the extent that Bear, Stearns & Co. Inc. elects to purchase securities as principal, Bear, Stearns & Co. Inc. may realize losses or profits based upon the difference between its purchase price and the sales price. The related prospectus supplement with respect to any series offered other than through underwriters will contain information regarding the nature of such offering and any agreements to be entered into between the depositor and purchasers of securities of such series.

The depositor will indemnify Bear, Stearns & Co. Inc. and any underwriters against certain civil liabilities, including liabilities under the Securities Act of 1933, or will contribute to payments Bear, Stearns & Co. Inc. and any underwriters may be required to make in respect thereof.

In the ordinary course of business, the depositor and Bear, Stearns & Co. Inc. may engage in various securities and financing transactions, including repurchase agreements to provide interim financing of the depositor's mortgage loans pending the sale of such mortgage loans or interests in such mortgage loans, including the securities.

Bear, Stearns & Co. Inc. may use this prospectus and the related prospectus supplement in connection with offers and sales related to market-making transactions in the securities. Bear, Stearns & Co. Inc. may act as principal or agent in such transactions. Such sales will be made at prices related to prevailing market prices at the time of sale or otherwise.

The depositor anticipates that the securities will be sold primarily to institutional investors or sophisticated non-institutional investors. Purchasers of securities, including dealers, may, depending on the facts and circumstances of such purchases, be deemed to be

"underwriters" within the meaning of the Securities Act of 1933 in connection with reoffers and sales by them of securities. Securityholders are encouraged to consult with their legal advisors in this regard before any such reoffer or sale.

Legal Matters

Legal matters in connection with the securities of each series, including both federal income tax matters and the legality of the securities being offered will be passed upon by Thacher Proffitt & Wood LLP, Orrick, Herrington & Sutcliffe LLP and Greenberg Traurig LLP or other counsel designated in the prospectus supplement.

Financial Information

A new trust fund will be formed for each series of securities. No trust fund will engage in any business activities or have any assets or obligations prior to the issuance of the related series of securities. Accordingly, no financial statements with respect to any trust fund will be included in this prospectus or in the related prospectus supplement.

Available Information

The depositor is subject to the informational requirements of the Exchange Act and in accordance therewith files reports and other information with the Commission. Reports and other information filed by the depositor can be inspected and copied at the Public Reference Room maintained by the Commission at 100 F Street NE, Washington, DC 20549, and its Regional Offices located as follows: Chicago Regional Office, 500 West Madison, 14th Floor, Chicago, Illinois 60661; New York Regional Office, 233 Broadway, New York, New York 10279. Copies of the material can also be obtained from the Public Reference Section of the Commission, 100 F Street NE, Washington, DC 20549, at prescribed rates and electronically through the Commission's Electronic Data Gathering, Analysis and Retrieval system at the Commission's Website (http://www.sec.gov). Information about the operation of the Public Reference Room may be obtained by calling the Securities and Exchange Commission at (800) SEC-0330. Exchange Act reports as to any series filed with the Commission will be filed under the issuing entity's name. The depositor does not intend to send any financial reports to security holders.

The issuing entity's annual reports on Form 10-K (including reports of assessment of compliance with the AB Servicing Criteria, attestation reports, and statements of compliance, discussed in "Reports to Holders" in this prospectus and "Servicing of Loans — Evidence as to Compliance" in the related prospectus supplement, required to be filed under Regulation AB), periodic distribution reports on Form 10-D, current reports on Form 8-K and amendments to those reports, together with such other reports to security holders or information about the securities as shall have been filed with the Commission will be posted on the trustee's or the securities administrator's internet web site as soon as reasonably practicable after it has been electronically filed with, or furnished to, the Commission. The address of the website will be provided in the related Prospectus Supplement.

This prospectus does not contain all of the information set forth in the registration statement (of which this prospectus forms a part) and exhibits thereto which the depositor has filed with the Commission under the Securities Act and to which reference is hereby made.

Incorporation of Certain Information by Reference

This prospectus incorporates by reference all documents, including but not limited to the financial statements and reports filed or incorporated by reference by the depositor, Bear Stearns Asset Backed Securities I LLC, with respect to a trust fund pursuant to the requirements of Section 13(a), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the termination of the offering of the related securities; provided, however, this prospectus and any related prospectus supplement do not incorporate by reference any of the issuing entity's annual reports filed on Form 10-K with respect to a trust fund. Upon request by any person to whom this prospectus is delivered in connection with the offering of one or more classes securities, the depositor will provide or cause to be provided without charge a copy of any of the documents and/or reports incorporated herein by reference, in each case to the extent the documents or reports relate to those classes of securities, other than the exhibits to the documents (unless the exhibits are specifically incorporated by reference in such documents). Requests to the depositor should be directed in writing to: Bear Stearns Asset Backed Securities I LLC, 383 Madison Avenue, New York, New York 10179, telephone number (212) 272-2000. The depositor has determined that its financial statements are not material to the offering of any securities.

Investors may read and copy the documents and/or reports incorporated herein by reference at the Public Reference Room of the Securities and Exchange Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. Investors may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a website containing reports, proxy and information statements and other information regarding issuing entities, including each trust fund, that file electronically with the SEC.

Ratings

It is a condition to the issuance of the securities of each series offered by this prospectus and the accompanying prospectus supplement that they shall have been rated in one of the four highest rating categories by the nationally recognized statistical rating agency or agencies specified in the prospectus supplement.

Each such rating will be based on, among other things, the adequacy of the value of the trust fund assets and any credit enhancement with respect to the related class and will reflect the rating agency's assessment solely of the likelihood that the related holders will receive payments to which they are entitled. No rating will constitute an assessment of the likelihood that principal prepayments on the related loans will be made, the degree to which the rate of prepayments might differ from that originally anticipated or the likelihood of early optional termination of the securities. A rating should not be deemed a recommendation to purchase, hold or sell securities, inasmuch as it does not address market price or suitability for a particular investor. A rating will not address the possibility that prepayment at higher or lower rates than anticipated by an

investor may cause such investor to experience a lower than anticipated yield or that an investor purchasing a security at a significant premium might fail to recoup its initial investment under certain prepayment scenarios.

There is also no assurance that any rating will remain in effect for any given period of time or that it may not be lowered or withdrawn entirely by the applicable rating agency in the future if in its judgment circumstances so warrant. In addition to being lowered or withdrawn due to any erosion in the adequacy of the value of trust fund assets or any credit enhancement with respect to a series, a rating might also be lowered or withdrawn because of, among other reasons, an adverse change in the financial or other condition of a credit enhancement provider or a change in the rating of the credit enhancement provider's long-term debt.

The amount, type and nature of any credit enhancement established with respect to a series of securities will be determined on the basis of criteria established by each rating agency named in the related prospectus supplement. These criteria are sometimes based upon an actuarial analysis of the behavior of mortgage loans in a larger group. Such analysis is often the basis upon which each rating agency determines the amount of credit enhancement required with respect to each class of securities. There can be no assurance that the historical data supporting any such actuarial analysis will accurately reflect future experience nor any assurance that the data derived from a large pool of mortgage loans will accurately predict the delinquency, foreclosure or loss experience of any particular pool of loans. No assurance can be given that values of any properties have remained or will remain at their levels on the respective dates of origination of the related loans. If residential real estate markets should experience an overall decline in property values such that the principal balances of the loans in a particular trust fund and any secondary financing on the related properties become equal to or greater than the value of those properties, the rates of delinquencies, foreclosures and losses could be higher than those now generally experienced in the mortgage lending industry. In additional, adverse economic conditions (which may or may not affect real property values) may affect the timely payment by borrowers of scheduled payments of principal of and interest on the loans and, accordingly, the rates of delinquencies, foreclosures and losses with respect to any trust fund. To the extent that losses are not covered by credit enhancement, losses will be borne, at least in part, by the holders of one or more classes of the securities of the related series.

Legal Investment Considerations

Each class of certificates offered by this prospectus and by the related prospectus supplement will be rated at the date of issuance in one of the four highest rating categories by at least one Rating Agency. If so specified in the related prospectus supplement, each such class that is rated in one of the two highest rating categories by at least one Rating Agency will constitute "mortgage related securities" for purposes of SMMEA, and, as such, will be legal investments for persons, trusts, corporations, partnerships, associations, business trusts and business entities (including depository institutions, life insurance companies and pension funds) created pursuant to or existing under the laws of the United States or of any State whose authorized investments are subject to state regulation to the same extent that, under applicable law, obligations issued by or guaranteed as to principal and interest by the United States or any agency or instrumentality thereof constitute legal investments for the entities. Under SMMEA, if a State enacted legislation on or prior to October 3, 1991 specifically limiting the legal

investment authority of any such entities with respect to "mortgage related securities," such securities will constitute legal investments for entities subject to the legislation only to the extent provided therein. Some States have enacted legislation which overrides the preemption provisions of SMMEA. SMMEA provides, however, that in no event will the enactment of any such legislation affect the validity of any contractual commitment to purchase, hold or invest in "mortgage related securities," or require the sale or other disposition of the securities, so long as the contractual commitment was made or the securities acquired prior to the enactment of the legislation.

SMMEA also amended the legal investment authority of federally-chartered depository institutions as follows: federal savings and loan associations and federal savings banks may invest in, sell or otherwise deal with "mortgage related securities" without limitation as to the percentage of their assets represented thereby, federal credit unions may invest in the securities, and national banks may purchase the securities for their own account without regard to the limitations generally applicable to investment securities set forth in 12 U.S.C. 24 (Seventh), subject in each case to such regulations as the applicable federal regulatory authority may prescribe.

The Federal Financial Institutions Examination Council has issued a supervisory policy statement applicable to all depository institutions, setting forth guidelines for and significant restrictions on investments in "high-risk mortgage securities." The policy statement has been adopted by the Federal Reserve Board, the Office of the Comptroller of the Currency, the FDIC and the OTS with an effective date of February 10, 1992. The policy statement generally indicates that a mortgage derivative product will be deemed to be high risk if it exhibits greater price volatility than a standard fixed rate thirty-year mortgage security. According to the policy statement, prior to purchase, a depository institution will be required to determine whether a mortgage derivative product that it is considering acquiring is high-risk, and if so that the proposed acquisition would reduce the institution's overall interest rate risk. Reliance on analysis and documentation obtained from a securities dealer or other outside party without internal analysis by the institution would be unacceptable. There can be no assurance as to which classes of offered securities will be treated as high-risk under the policy statement.

The predecessor to the OTS issued a bulletin, entitled, "Mortgage Derivative Products and Mortgage Swaps", which is applicable to thrift institutions regulated by the OTS. The bulletin established guidelines for the investment by savings institutions in certain "high-risk" mortgage derivative securities and limitations on the use of the securities by insolvent, undercapitalized or otherwise "troubled" institutions. According to the bulletin, such "high-risk" mortgage derivative securities include securities having specified characteristics, which may include some classes of offered securities. In addition, the National Credit Union Administration has issued regulations governing federal credit union investments which prohibit investment in specified types of securities, which may include some classes of offered securities. Similar policy statements have been issued by regulators having jurisdiction over other types of depository institutions.

Any class of securities that is not rated in one of the two highest rating categories by at least one Rating Agency, and any other class of securities specified in the related prospectus supplement, will not constitute "mortgage related securities" for purposes of SMMEA. Prospective investors in these classes of securities, in particular, should consider the matters discussed in the following paragraph.

There may be other restrictions on the ability of investors either to purchase some classes of offered securities or to purchase any class of offered securities representing more than a specified percentage of the investors' assets. The depositor will make no representations as to the proper characterization of any class of offered securities for legal investment or other purposes, or as to the ability of particular investors to purchase any class of certificates under applicable legal investment restrictions. These uncertainties may adversely affect the liquidity of any class of certificates. Accordingly, all investors whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities are encouraged to consult with their own legal advisors in determining whether and to what extent the offered securities of any class thereof constitute legal investments or are subject to investment, capital or other restrictions, and, if applicable, whether SMMEA has been overridden in any jurisdiction relevant to the investor.

Plan of Distribution

The depositor may offer each series of securities through BS&Co. or one or more other firms that may be designated at the time of the related offering. The participation of BS&Co. in any offering will comply with Schedule E to the By-Laws of the National Association of Securities Dealers, Inc. The prospectus supplement relating to each series of securities will set forth the specific terms of the offering of the series and of each class within the series, the names of the underwriters, the purchase price of the securities, the proceeds to the depositor from the sale, any securities exchange on which the securities may be listed, and, if applicable, the initial public offering prices, the discounts and commissions to the underwriters and any discounts and concessions allowed or reallowed to dealers. The place and time of delivery of each series of securities will also be set forth in the related prospectus supplement. BS&Co. is an affiliate of the depositor.

Glossary of Terms

Agency Securities. Mortgage-backed securities issued or guaranteed by Ginnie Mae, Fannie Mae or Freddie Mac.

Agreement. An owner trust agreement, servicing agreement or indenture.

Asset Value. With respect to the primary assets in the trust fund, the *product* of the Asset Value percentage set forth in the related indenture *multiplied by* the *lesser* of

- the stream of remaining regularly scheduled payments in the primary assets net of certain amounts payable as expenses, together with income earned on each regularly scheduled payment received through the day preceding the next distribution date at the Assumed

Reinvestment Rate, if any, discounted to present value at the highest interest rate on the notes of the series over periods equal to the interval between payments on the notes *and*

- the then outstanding principal balance of the primary assets.

Assumed Reinvestment Rate. With respect to a series of securities, the highest rate permitted by the rating agencies named in the related prospectus supplement or a rate insured by means of a surety bond, guaranteed investment contract, reinvestment agreement or other arrangement satisfactory to the rating agencies.

Assumption Fee. The fee paid to the mortgagee upon the assumption of the primary liability for payment of the mortgage.

Benefit Plan Investors: Plans subject to Part 4 of Title I of ERISA or Section 4975 of the Code and any entity whose underlying assets include Plan Assets by reason of any such Plan's investment in the entity.

Closing Date. With respect to any series of bonds, the date on which the bonds are issued.

Code. The Internal Revenue Code of 1986.

DOL. The U.S. Department of Labor.

DOL Regulations. Regulations by the DOL promulgated at 29 C.F.R. §2510.3-101.

DTC Registered Bond. Any bond initially issued through the book-entry facilities of the DTC.

Exemption. An individual prohibited transactions exemption issued by the DOL to an underwriter, as amended by Prohibited Transaction Exemption ("PTE") 97-34, 62 Fed. Reg. 39021 (July 21, 1997), PTE 2000-58, 65 Fed. Reg. 67765 (November 13, 2000) and PTE 2002-41, 67 Fed. Reg. 54487 (August 22, 2002) or any amendment thereto.

Exemption Rating Agency. Standard & Poor's, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc., or Fitch, Inc or any other "Rating Agency" within the meaning of the Exemption.

Home Equity Loans. Closed-end loans and/or revolving credit line loans secured by mortgages, deeds of trust or other similar security instruments creating senior or junior liens on one- to four-family residential properties or mixed-use properties.

Home Improvement Contracts. Home Improvement installment sales contracts and installment loan agreements which are either unsecured or secured by mortgages, deeds of trust or similar security instruments creating generally junior liens on one- to four-family residential properties or mixed-use properties or secured by purchase money security interests in the related home improvements.

Insurance Proceeds. Amounts received by the related servicer under any title insurance policy, hazard insurance policy or other insurance policy covering any primary asset in a trust fund, other than amounts to be applied to the restoration or repair of the related property or released to the borrower under the related agreement.

Issuing Entity. The Delaware statutory trust or other trust, created pursuant to the owner trust agreement, that issues the bonds.

Liquidation Proceeds. Amounts received by the related servicer in connection with the liquidation of the primary assets or related real property in a trust fund, whether through foreclosure sale, repossession or otherwise, including payments in connection with the primary assets received from the borrower, other than amounts required to be paid or refunded to the borrower under the applicable loan documents or pursuant to law, net of the related liquidation expenses.

Manufactured Housing Contracts. Manufactured housing installment sales contracts and installment loan agreements secured by senior or junior liens on the related manufactured homes or secured by mortgages, deeds of trust or other similar security instruments creating senior or junior liens on the real estate on which the related manufactured homes are located.

OID Regulations. Sections 1271 through 1275 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations issued thereunder on February 2, 1994 and amended on June 11, 1996.

Parity Act. The Alternative Mortgage Transaction Parity Act of 1982.

Parties in Interest. With respect to a Plan, persons who have specified relationships to the Plans, either "Parties in Interest" within the meaning of ERISA or "Disqualified Persons" within the meaning of Section 4975 of the Code.

Plan Assets. "Plan assets" of a Plan within the meaning of the DOL Regulations.

Plans. ERISA Plans and Tax Favored Plans.

Private Label Securities. Private mortgage-backed securities, other than Agency Securities, backed or secured by underlying loans that may be Residential Loans, Home Equity Loans, Home Improvement Contracts and/or Manufactured Housing Contracts.

Residential Loans. Loans secured by mortgages, deeds of trust or other similar security instruments creating senior or junior liens on one- to four-family residential properties.

Tax Favored Plans. Plans that meet the definition of "plan" in Section 4975(e)(1) of the Code, including tax-qualified retirement plans described in Section 401(a) of the Code and individual retirement accounts and annuities described in Section 408 of the Code.

U.S. Person: Any of the following:

- a citizen or resident of the United States;

- a corporation or a partnership (including an entity treated as a corporation or partnership for U.S. federal income tax purposes) organized in or under the laws of the United States, or any State thereof or the District of Columbia (unless in the case of a partnership Treasury regulations are adopted that provide otherwise);

- an estate whose income from sources outside the United States is includible in gross income for federal income tax purposes regardless of its connection with the conduct of a trade or business within the United States; or

- a trust if a court within the United States is able to exercise primary supervision of the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust.

In addition, certain trusts which would not qualify as U.S. Persons under the above definition but which are eligible to and make an election to be treated as U.S. Persons will also be treated as U.S. Persons.

$1,096,352,000
(Approximate)

Bear Stearns Asset Backed Securities I Trust 2006-HE10
Issuer

Asset-Backed Certificates, Series 2006-HE10

EMC Mortgage Corporation
Sponsor and Master Servicer

Bear Stearns Asset Backed Securities I LLC
Depositor

Bear, Stearns & Co. Inc.

Société Générale Corporate & Investment Banking

You should rely only on the information contained or incorporated by reference in this prospectus supplement and the base prospectus. We have not authorized anyone to provide you with different information.

We are not offering the Series 2006-HE10 Asset-Backed Certificates in any state where the offer is not permitted.

Until 90 days after the date of this prospectus supplement, all dealers effecting transactions in the certificates offered by this prospectus supplement, whether or not participating in this distribution, may be required to deliver this prospectus supplement and the base prospectus. This is in addition to the obligation of dealers to deliver this prospectus supplement and the base prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

December 28, 2006

Title History Report

Primary Owner:	John Doe
Secondary Owner:	
Mail Address:	PO BOX 5239
	City Street
Site Address:	590447 BEVERLY DR
	City Street
County:	PASCO
Assessor Parcel Number:	32-24-16-033A-0000044-5200 4
Housing Tract Number:	
Lot Number:	
Page Grid:	
Legal Description:	Map Ref: MB 12 PG 77 Abbreviated Description: SEC/TWN/RNG/MER:SEC 32 TWN 24S RNG 16E SEA RANCH ON THE GULF ELEVENTH ADDITION PB 12 PG 77 LOT 520 OR 5081 PG 1236 & OR 7347 PG 1477 MAP REF:MB 12 PG 77

Property Characteristics

Bedrooms :	Year Built : 1978	Square Feet : 2,231 SF
Bathrooms : 2	Garage : Attached 2	Lot Size : 6,098 SF
Total Rooms :	Fireplace : Yes	Number of Units : 1
Zoning : R4	Pool :	Use Code : Single Family Residential
No of Stories : 1		
Building Style :		

Sale Information

Transfer Date : 09/00/2002	Seller : N/A	
Transfer Value : N/A	Document # :	Cost/Sq Feet : N/A
Title Company :		

Assessment & Tax Information

Assessed Value : $153,120	Percent Improvement : 60.89%	Homeowner Exemption :
Land Value : $59,880	Tax Amount : $2,601.89	Tax Rate Area : 6200
Improvement Value : $93,240	Tax Account ID :	Tax Status : Current
Market Improvement Value :	Market Land Value :	Market Value :
Tax Year : 2011		

Subject Property History

John Doe
City State CAL

Foreclosure Record

Recording Date	10/15/2012	Document #	2012174461 BK-PG 8769-0954
Document Type	Re-recorded Notice of Lis Pendens	Case Number	51-2008-CA-010337-WS
Beneficiary Name:	HSBC BANK USA		
Trustor Names:	John Doe		
Trustee Name:			
Mailing Address:	, , -		
Trustee Phone #:			
TS# :		Loan Doc #:	
Loan Date:	//	Loan Amount	
Contact Name:	KAHANE & ASSOCIATES PA		
Attention:	DEANNE TORRES ESQ		
Mailing Address:	8201 PETERS RD# 3000, PLANTATION, FL 33324-		

Mortgage Record

Recording Date	02/13/2007	Document #	2007026346 BK-PG 7385-1093
Loan Amount	$85,000	Loan Type	Credit Line (Revolving)
TD Due Date	02/15/2027	Type of Financing	
Interest Rate			
Lender Name	INDYMAC BANK FSB		
Lender Type	Bank		
Borrowers Name	John Doe		
Vesting			

Legal Description
Lot: 520
City/Muni/Twp: UNINCORPORATED

Prior Transfer

Recording Date	01/00/2007	Document #	BK-PG 7347 -1477
Price	N/A	Document Type	N/A
First TD	N/A	Type of Sale	Per Assessor Transaction History
Mortgage Doc #		Interest Rate	
Lender Name	N/A		
Buyer Name	John Doe		
Buyer Vesting	N/A		
Seller Name	N/A		

Legal Description
Map Ref: MB 12 PG 77
Abbreviated Description: SEA RANCH ON THE GULF ELEVENTH ADDITION PB 12 PG 77 LOT 520 OR 5081 PG 1236 & OR 7347 PG 1477

Mortgage Record

Recording Date	10/03/2006	Document #	2006200714 BK-PG 7207-1205
Loan Amount	$456,000	Loan Type	Unknown
TD Due Date	10/01/2036	Type of Financing	ARM
Interest Rate	6.87%		
Lender Name	INDYMAC BANK FSB		
Lender Type	Bank		
Borrowers Name	John Doe		
Vesting			
Fixed Step	Rate starts as FIX		
Adjustable Rate Index	1 Year Libor	Change Index	2.75%
Rate Change Frequency	Annually	First Change Date	10/01/2013
Int Rate not <	2.75%	Int Rate not >	11.87%
Maximum Interest Rate	11.87%	Interest Only Period	
Prepayment Penalty Rider	No	Prepayment Penalty Term	

Legal Description

Lot: 520

Prior Transfer

Recording Date	09/26/2002	Document #	BK-PG 05081-01236
Price	N/A	Document Type	Quit Claim Deed
First TD	N/A	Type of Sale	
Mortgage Doc #		Interest Rate	
Lender Name			
Buyer Name	John		
Buyer Vesting	N/A		
Seller Name	, MICHAEL KRASKIEWICZ; , DARLENE KRASKIEWICZ		

Legal Description

Abbreviated Description: ELEVENTH ADDITION PB 12 PG 77 SEA RANCH ON THE GULF

Foreclosure Loss Summary

The lender may lose an estimated $34,600 if they move forward with foreclosure proceedings against the property, according to the summary estimate below.

Foreclosure Losses	
Value of property:	$200,000
Amount of loan:	$187,000
Cost of legal action:	$1,800
# of months to foreclose:	0
Loss of income during foreclosure:	$10,000
Clean-up costs:	$1,000
Insurance coverage:	$200
Property taxes not paid:	$2,000
Discount off value for quick sale:	10%
Selling costs:	7%
Sales price:	$180,000
Net after sales costs:	$167,400
Loss to lender	-$34,600

Law Summary and Additional Information Section
Real Estate Settlement Procedure Act Law(Respa).

§ 3500.6 Special information booklet at time of loan application.

(a) *Lender to provide special information booklet.* Subject to the exceptions set forth in this paragraph, the lender shall provide a copy of the special information booklet to a person from whom the lender receives, or for whom the lender prepares, a written application for a federally related mortgage loan. When two or more persons apply together for a loan, the lender is in compliance if the lender provides a copy of the booklet to one of the persons applying.

(1) The lender shall provide the special information booklet by delivering it or placing it in the mail to the applicant not later than three business days (as that term is defined in §3500.2) after the application is received or prepared. However, if the lender denies the borrower's application for credit before the end of the three-business-day period, then the lender need not provide the booklet to the borrower. If a borrower uses a mortgage broker, the mortgage broker shall distribute the special information booklet and the lender need not do so. The intent of this provision is that the applicant receive the special information booklet at the earliest possible date.

(2) In the case of a federally related mortgage loan involving an open-ended credit plan, as defined in §226.2(a)(20) of Regulation Z (12 CFR), a lender or mortgage broker that provides the borrower with a copy of the brochure entitled “When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit”, or any successor brochure issued by the Board of Governors of the Federal Reserve System, is deemed to be in compliance with this section.

(3) In the categories of transactions set forth at the end of this paragraph, the lender or mortgage broker does not have to provide the booklet to the borrower. Under the authority of section 19(a) of RESPA (12 U.S.C. 2617(a)), the Secretary may issue a revised or separate special information booklet that deals with these transactions, or the Secretary may chose to endorse the forms or booklets of other Federal agencies. In such an event, the requirements for delivery by lenders and the availability of the booklet or alternate materials for these transactions will be set forth in a Notice in the Federal Register. This paragraph shall apply to the following transactions:

(i) Refinancing transactions;

(ii) Closed-end loans, as defined in 12 CFR 226.2(a)(10) of Regulation Z, when the lender takes a subordinate lien;

(iii) Reverse mortgages; and

(iv) Any other federally related mortgage loan whose purpose is not the purchase of a 1- to 4-family residential property.

(b) *Revision.* The Secretary may from time to time revise the special information booklet by publishing a notice in the Federal Register.

(c) *Reproduction.* The special information booklet may be reproduced in any form, provided that no

change is made other than as provided under paragraph (d) of this section. The special information booklet may not be made a part of a larger document for purposes of distribution under RESPA and this section. Any color, size and quality of paper, type of print, and method of reproduction may be used so long as the booklet is clearly legible.

(d) *Permissible changes.* (1) No changes to, deletions from, or additions to the special information booklet currently prescribed by the Secretary shall be made other than those specified in this paragraph (d) or any others approved in writing by the Secretary. A request to the Secretary for approval of any changes shall be submitted in writing to the address indicated in §3500.3, stating the reasons why the applicant believes such changes, deletions or additions are necessary.

(2) The cover of the booklet may be in any form and may contain any drawings, pictures or artwork, provided that the words "settlement costs" are used in the title. Names, addresses and telephone numbers of the lender or others and similar information may appear on the cover, but no discussion of the matters covered in the booklet shall appear on the cover.

(3) The special information booklet may be translated into languages other than English.

Truth In Lending (TILA)
Regulation Z

Regulation Z (12 CFR 226) implements the Truth in Lending Act (TILA) (15 USC 1601 et seq.), which was enacted in 1968 as title I of the Consumer Credit Protection Act (Pub. L. 90-321). Since its implementation, the regulation has been amended many times to incorporate changes to the TILA or to address changes in the consumer credit marketplace.

During the 1980s, Regulation Z was changed significantly, first in connection with the Truth in Lending Simplification and Reform Act of 1980. In 1981, all consumer leasing provisions in the regulation were transferred to the Board's Regulation M. During the late 1980s, Regulation Z was amended to implement the rate limitations for home-secured loans set forth in section 1204 of the Competitive Equality Banking Act of 1987 and to require disclosures for adjustable-rate mortgage loans. Other Regulation Z amendments implemented the Fair Credit and Charge Card Disclosure Act of 1988 and the Home Equity Loan Consumer Protection Act of 1988, which required disclosure of key terms at the time of application.

Purpose of the TILA and Regulation Z

The Truth in Lending Act is intended to ensure that credit terms are disclosed in a meaningful way so that consumers can compare credit terms more readily and more knowledgeably. Before its enactment, consumers were faced with a vast array of credit terms and rates. It was difficult to compare loans because the terms and rates were seldom presented in the same format. Now, all creditors must use the same credit terminology and expressions of rates. In addition to providing a uniform system for disclosures, the act is designed to

- Protect consumers from inaccurate and unfair credit billing and credit card practices
- Provide consumers with rescission rights
- Provide for rate caps on certain dwelling-secured loans

- Impose limitations on home equity lines of credit and certain closed-end home mortgages

Determination of the
Finance Charge and the APR

Finance Charge (Open-End and Closed-End Credit) (§ 226.4)

The *finance charge* is a measure of the cost of consumer credit represented in dollars and cents. Along with APR disclosures, the disclosure of the finance charge is central to the uniform credit cost disclosure envisioned by the TILA.

Generally, the finance charge includes any charges or fees payable directly or indirectly by the consumer and imposed directly or indirectly by the financial institution either incident to or as a condition of an extension of consumer credit. For example, the finance charge on a loan always includes any interest charges and, often, other charges, such as points, transaction fees, or service fees.

Regulation Z provides examples, applicable to both open-end and closed-end credit transactions, of what must, must not, or need not be included in the disclosed finance charge (section 226.4(b)).

Calculation of the Finance Charge (Closed-End Credit)

One of the more complex tasks under Regulation Z is determining whether a charge associated with an extension of credit must be included in, or excluded from, the disclosed finance charge. The finance charge initially includes any charge that is, or will be, connected with a specific loan. Charges imposed by third parties are finance charges if the institution requires use of the third party. Charges imposed by settlement or closing agents are finance charges if the institution requires the specific service that gave rise to the charge and the charge is not otherwise excluded.

The "Finance Charges" diagram summarizes included and excluded charges and may be helpful in determining whether a loan-related charge is a finance charge.

§ 226.4 Finance charge.

(a) *Definition.* The finance charge is the cost of consumer credit as a dollar amount. It includes any charge payable directly or indirectly by the consumer and imposed directly or indirectly by the creditor as an incident to or a condition of the extension of credit. It does not include any charge of a type payable in a comparable cash transaction.

(1) *Charges by third parties.* The finance charge includes fees and amounts charged by someone other than the creditor, unless otherwise excluded under this section, if the creditor:

(i) Requires the use of a third party as a condition of or an incident to the extension of credit, even if the consumer can choose the third party; or

(ii) Retains a portion of the third-party charge, to the extent of the portion retained.

(2) *Special rule; closing agent charges.* Fees charged by a third party that conducts the loan closing (such as a settlement agent, attorney, or escrow or title company) are finance charges only if the creditor--

(i) Requires the particular services for which the consumer is charged;

(ii) Requires the imposition of the charge; or

(iii) Retains a portion of the third-party charge, to the extent of the portion retained.

(3) *Special rule; mortgage broker fees.* Fees charged by a mortgage broker (including fees paid by the consumer directly to the broker or to the creditor for delivery to the broker) are finance charges even if the creditor does not require the consumer to use a mortgage broker and even if the creditor does not retain any portion of the charge.

(b) *Examples of finance charges.* The finance charge includes the following types of charges, except for charges specifically excluded by paragraphs (c) through (e) of this section:

(1) Interest, time price differential, and any amount payable under an add-on or discount system of additional charges.

(2) Service, transaction, activity, and carrying charges, including any charge imposed on a checking or other transaction account to the extent that the charge exceeds the charge for a similar account without a credit feature.

(3) Points, loan fees, assumption fees, finder's fees, and similar charges.

(4) Appraisal, investigation, and credit report fees.

(5) Premiums or other charges for any guarantee or insurance protecting the creditor against the consumer's default or other credit loss.

(6) Charges imposed on a creditor by another person for purchasing or accepting a consumer's obligation, if the consumer is required to pay the charges in cash, as an addition to the obligation, or as a deduction from the proceeds of the obligation.

(7) Premiums or other charges for credit life, accident, health, or loss-of-income insurance, written in connection with a credit transaction.

(8) Premiums or other charges for insurance against loss of or damage to property, or against liability arising out of the ownership or use of property, written in connection with a credit transaction.

(9) Discounts for the purpose of inducing payment by a means other than the use of credit.

(10) Charges or premiums paid for debt cancellation or debt suspension coverage written in connection with a credit transaction, whether or not the coverage is insurance under applicable law.

(c) *Charges excluded from the finance charge.* The following charges are not finance charges:

(1) Application fees charged to all applicants for credit, whether or not credit is actually extended.

(2) Charges for actual unanticipated late payment, for exceeding a credit limit, or for delinquency,

default, or a similar occurrence.

(3) Charges imposed by a financial institution for paying items that overdraw an account, unless the payment of such items and the imposition of the charge were previously agreed upon in writing.

(4) Fees charged for participation in a credit plan, whether assessed on an annual or other periodic basis.

(5) Seller's points.

(6) Interest forfeited as a result of an interest reduction required by law on a time deposit used as security for an extension of credit.

(7) *Real-estate related fees.* The following fees in a transaction secured by real property or in a residential mortgage transaction, if the fees are bona fide and reasonable in amount:

(i) Fees for title examination, abstract of title, title insurance, property survey, and similar purposes.

(ii) Fees for preparing loan-related documents, such as deeds, mortgages, and reconveyance or settlement documents.

(iii) Notary and credit-report fees.

(iv) Property appraisal fees or fees for inspections to assess the value or condition of the property if the service is performed prior to closing, including fees related to pest-infestation or flood-hazard determinations.

(v) Amounts required to be paid into escrow or trustee accounts if the amounts would not otherwise be included in the finance charge.

(8) Discounts offered to induce payment for a purchase by cash, check, or other means, as provided in section 167(b) of the Act.

(d) *Insurance and debt cancellation and debt suspension coverage.* (1) *Voluntary credit insurance premiums.* Premiums for credit life, accident, health, or loss-of-income insurance may be excluded from the finance charge if the following conditions are met:

(i) The insurance coverage is not required by the creditor, and this fact is disclosed in writing.

(ii) The premium for the initial term of insurance coverage is disclosed in writing. If the term of insurance is less than the term of the transaction, the term of insurance also shall be disclosed. The premium may be disclosed on a unit-cost basis only in open-end credit transactions, closed-end credit transactions by mail or telephone under § 226.17(g), and certain closed-end credit transactions involving an insurance plan that limits the total amount of indebtedness subject to coverage.

(iii) The consumer signs or initials an affirmative written request for the insurance after receiving the disclosures specified in this paragraph, except as provided in paragraph (d)(4) of this section. Any

consumer in the transaction may sign or initial the request.

(2) *Property insurance premiums.* Premiums for insurance against loss of or damage to property, or against liability arising out of the ownership or use of property, including single interest insurance if the insurer waives all right of subrogation against the consumer,[5] may be excluded from the finance charge if the following conditions are met:

(i) The insurance coverage may be obtained from a person of the consumer's choice,[6] and this fact is disclosed. (A creditor may reserve the right to refuse to accept, for reasonable cause, an insurer offered by the consumer.)

(ii) If the coverage is obtained from or through the creditor, the premium for the initial term of insurance coverage shall be disclosed. If the term of insurance is less than the term of the transaction, the term of insurance shall also be disclosed. The premium may be disclosed on a unit-cost basis only in open-end credit transactions, closed-end credit transactions by mail or telephone under § 226.17(g), and certain closed-end credit transactions involving an insurance plan that limits the total amount of indebtedness subject to coverage.

(3) *Voluntary debt cancellation or debt suspension fees.* Charges or premiums paid for debt cancellation coverage for amounts exceeding the value of the collateral securing the obligation or for debt cancellation or debt suspension coverage in the event of the loss of life, health, or income or in case of accident may be excluded from the finance charge, whether or not the coverage is insurance, if the following conditions are met:

(i) The debt cancellation or debt suspension agreement or coverage is not required by the creditor, and this fact is disclosed in writing;

(ii) The fee or premium for the initial term of coverage is disclosed in writing. If the term of coverage is less than the term of the credit transaction, the term of coverage also shall be disclosed. The fee or premium may be disclosed on a unit-cost basis only in open-end credit transactions, closed-end credit transactions by mail or telephone under § 226.17(g), and certain closed-end credit transactions involving a debt cancellation agreement that limits the total amount of indebtedness subject to coverage;

(iii) The following are disclosed, as applicable, for debt suspension coverage: That the obligation to pay loan principal and interest is only suspended, and that interest will continue to accrue during the period of suspension.

(iv) The consumer signs or initials an affirmative written request for coverage after receiving the disclosures specified in this paragraph, except as provided in paragraph (d)(4) of this section. Any consumer in the transaction may sign or initial the request.

(4) *Telephone purchases.* If a consumer purchases credit insurance or debt cancellation or debt suspension coverage for an open-end (not home-secured) plan by telephone, the creditor must make the disclosures under paragraphs (d)(1)(i) and (ii) or (d)(3)(i) through (iii) of this section, as applicable, orally. In such a case, the creditor shall:

(i) Maintain evidence that the consumer, after being provided the disclosures orally, affirmatively

elected to purchase the insurance or coverage; and

(ii) Mail the disclosures under paragraphs (d)(1)(i) and (ii) or (d)(3)(i) through (iii) of this section, as applicable, within three business days after the telephone purchase.

(e) *Certain security interest charges.* If itemized and disclosed, the following charges may be excluded from the finance charge:

(1) Taxes and fees prescribed by law that actually are or will be paid to public officials for determining the existence of or for perfecting, releasing, or satisfying a security interest.

(2) The premium for insurance in lieu of perfecting a security interest to the extent that the premium does not exceed the fees described in paragraph (e)(1) of this section that otherwise would be payable.

(3) *Taxes on security instruments.* Any tax levied on security instruments or on documents evidencing indebtedness if the payment of such taxes is a requirement for recording the instrument securing the evidence of indebtedness.

(f) *Prohibited offsets.* Interest, dividends, or other income received or to be received by the consumer on deposits or investments shall not be deducted in computing the finance charge.

[Source: 75 Fed. Reg. 7794, Feb. 22, 2010]

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Right of Rescission

§ 226.15 Right of rescission.

(a) *Consumer's right to rescind.* (1)(i) Except as provided in paragraph (a)(1)(ii) of this section, in a credit plan in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind: each credit extension made under the plan; the plan when the plan is opened; a security interest when added or increased to secure an existing plan; and the increase when a credit limit on the plan is increased.

(ii) As provided in section 125(e) of the Act, the consumer does not have the right to rescind each credit extension made under the plan if such extension is made in accordance with a previously established

credit limit for the plan.

(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram, or other means of written communication. Notice is considered given when mailed, or when filed for telegraphic transmission, or, if sent by other means, when delivered to the creditor's designated place of business.

(3) The consumer may exercise the right to rescind until midnight of the third business day following the occurrence described in paragraph (a)(1) of this section that gave rise to the right of rescission, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures,[36] whichever occurs last. If the required notice and material disclosures are not delivered, the right to rescind shall expire 3 years after the occurrence giving rise to the right of rescission, or upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

(4) When more than one consumer has the right to rescind, the exercise of the right by one consumer shall be effective as to all consumers.

(b) *Notice of right to rescind.* In any transaction or occurrence subject to rescission, a creditor shall deliver two copies of the notice of the right to rescind to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance with the consumer consent and other applicable provisions of the E-Sign Act). The notice shall identify the transaction or occurrence and clearly and conspicuously disclose the following:

(1) The retention or acquisition of a security interest in the consumer's principal dwelling.

(2) The consumer's right to rescind, as described in paragraph (a)(1) of this section.

(3) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.

(4) The effects of rescission, as described in paragraph (d) of this section.

(5) The date the rescission period expires.

(c) *Delay of creditor's performance.* Unless a consumer waives the right to rescind under paragraph (e) of this section, no money shall be disbursed other than in escrow, no services shall be performed, and no materials delivered until after the rescission period has expired and the creditor is reasonably satisfied that the consumer has not rescinded. A creditor does not violate this section if a third party with no knowledge of the event activating the rescission right does not delay in providing materials or services, as long as the debt incurred for those materials or services is not secured by the property subject to rescission.

(d) *Effects of rescission.* (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any

finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

(4) The procedures outlined in paragraphs (d)(2) and (3) of this section may be modified by court order.

(e) *Consumer's waiver of right to rescind.* (1) The consumer may modify or waive the right to rescind if the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency. To modify or waive the right, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the right to rescind, and bears the signature of all the consumers entitled to rescind. Printed forms for this purpose are prohibited, except as provided in paragraph (e)(2) of this section.

(2) The need of the consumer to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1993, pursuant to 42 U.S.C. 5170, to be a major disaster area because of severe storms and flooding in the Midwest.[36a] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(3) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in the South.[36b] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(4) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during October 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in Texas.[36c] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(f) *Exempt transactions.* The right to rescind does not apply to the following:

(1) A residential mortgage transaction.

(2) A credit plan in which a state agency is a creditor.

[Reg. Z, 46 FR 20892, Apr. 7, 1981, as amended at 54 FR 24688, June 9, 1989; 58 FR 40583, July 29, 1993; 59 FR 40204, Aug. 5, 1994; 59 FR 63715, Dec. 9, 1994; 66 FR 17338, Mar. 30, 2001; 72 FR 63474, Nov. 9, 2007]

§ 226.22 Determination of annual percentage rate.

(a) *Accuracy of annual percentage rate.* (1) The annual percentage rate is a measure of the cost of credit, expressed as a yearly rate, that relates the amount and timing of value received by the consumer to the amount and timing of payments made. The annual percentage rate shall be determined in accordance with either the actuarial method or the United States Rule method. Explanations, equations and instructions for determining the annual percentage rate in accordance with the actuarial method are set forth in appendix J to this regulation.[45d]

(2) As a general rule, the annual percentage rate shall be considered accurate if it is not more than 1/8 of 1 percentage point above or below the annual percentage rate determined in accordance with paragraph (a)(1) of this section.

(3) In an irregular transaction, the annual percentage rate shall be considered accurate if it is not more than 1/4 of 1 percentage point above or below the annual percentage rate determined in accordance with paragraph (a)(1) of this section.[46]

(4) *Mortgage loans.* If the annual percentage rate disclosed in a transaction secured by real property or a dwelling varies from the actual rate determined in accordance with paragraph (a)(1) of this section, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, the disclosed annual percentage rate shall also be considered accurate if:

(i) The rate results from the disclosed finance charge; and

(ii)(A) The disclosed finance charge would be considered accurate under § 226.18(d)(1); or

(B) For purposes of rescission, if the disclosed finance charge would be considered accurate under § 226.23(g) or (h), whichever applies.

(5) *Additional tolerance for mortgage loans.* In a transaction secured by real property or a dwelling, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, if the disclosed finance charge is calculated incorrectly but is considered accurate under § 226.18(d)(1) or § 226.23(g) or (h), the disclosed annual percentage rate shall be considered accurate:

(i) If the disclosed finance charge is understated, and the disclosed annual percentage rate is also understated but it is closer to the actual annual percentage rate than the rate that would be considered

accurate under paragraph (a)(4) of this section;

(ii) If the disclosed finance charge is overstated, and the disclosed annual percentage rate is also overstated but it is closer to the actual annual percentage rate than the rate that would be considered accurate under paragraph (a)(4) of this section.

(b) *Computation tools.* (1) The Regulation Z Annual Percentage Rate Tables produced by the Board may be used to determine the annual percentage rate, and any rate determined from those tables in accordance with the accompanying instructions complies with the requirements of this section. Volume I of the tables applies to single advance transactions involving up to 480 monthly payments or 104 weekly payments. It may be used for regular transactions and for transactions with any of the following irregularities: an irregular first period, an irregular first payment, and an irregular final payment. Volume II of the tables applies to transactions involving multiple advances and any type of payment or period irregularity.

(2) Creditors may use any other computation tool in determining the annual percentage rate if the rate so determined equals the rate determined in accordance with appendix J, within the degree of accuracy set forth in paragraph (a) of this section.

(c) *Single add-on rate transactions.* If a single add-on rate is applied to all transactions with maturities up to 60 months and if all payments are equal in amount and period, a single annual percentage rate may be disclosed for all those transactions, so long as it is the highest annual percentage rate for any such transaction.

(d) *Certain transactions involving ranges of balances.* For purposes of disclosing the annual percentage rate referred to in § 226.17(g)(4) (Mail or telephone orders--delay in disclosures) and (h) (Series of sales--delay in disclosures), if the same finance charge is imposed on all balances within a specified range of balances, the annual percentage rate computed for the median balance may be disclosed for all the balances. However, if the annual percentage rate computed for the median balance understates the annual percentage rate computed for the lowest balance by more than 8 percent of the latter rate, the annual percentage rate shall be computed on whatever lower balance will produce an annual percentage rate that does not result in an understatement of more than 8 percent of the rate determined on the lowest balance.

[46 FR 20892, Apr. 7, 1981, as amended at 47 FR 756, Jan. 7, 1982; 48 FR 14886, Apr. 6, 1983; 61 FR 49246, Sept. 19, 1996]

Variable Rate Loans

Variable-Rate Loans (§ 226.18(f))

If the terms of the legal obligation allow the financial institution, after consummation of the transaction, to increase the APR, the financial institution must furnish the consumer with certain information on variable rates. Graduated-payment mortgages and step-rate transactions without a variable-rate feature are not considered variable-rate transactions. In addition, variable-rate disclosures are not applicable to rate increases resulting from delinquency, default, assumption, acceleration, or transfer of the collateral. Some of the more important transaction-
specific variable-rate disclosure requirements under section 226.18 follow:

- Disclosures for variable-rate loans must cover the full term of the transaction and must be based on the terms in effect at the time of consummation.
- If the variable-rate transaction includes either a seller buydown that is reflected in a contract or a consumer buydown, the disclosed APR should be a composite rate based on the lower rate for the buydown period and the rate that is the basis for the variable-rate feature for the remainder of the term.
- If the initial rate is not determined by the index or formula used to make later interest rate adjustments, as in a discounted variable-rate transaction, the disclosed APR must reflect a composite rate based on the initial rate for as long as it is applied and, for the remainder of the term, the rate that would have been applied using the index or formula at the time of consummation (that is, the fully indexed rate).
  - If a loan contains a rate or payment cap that would prevent the initial rate or payment, at the time of the adjustment, from changing to the fully indexed rate, the effect of that rate or payment cap needs to be reflected in the disclosure.
  - The index at consummation need not be used if the contract provides for a delay in implementation of changes in an index value (for example, the contract indicates that future rate changes are based on the index value in effect for some specified period, such as forty-five days before the change date). Instead, the financial institution may use any rate from the date of consummation back to the beginning of the specified period (for example, during the previous forty-five-day period).
- If the initial interest rate is set according to the index or formula used for later adjustments but is set at a value as of a date before consummation, disclosures should be based on the initial interest rate, even though the index may have changed by the consummation date.

For variable-rate consumer loans that are *not* secured by the consumer's principal dwelling or that are secured by the consumer's principal dwelling but have a term of one year or less, creditors must disclose the circumstances under which the rate may increase, any limitations on the increase, the effect of an increase, and an example of the payment terms that would result from an increase (section 226.18(f)(1)).

For variable-rate consumer loans that *are* secured by the consumer's principal dwelling and have a maturity of more than one year, creditors must state that the loan has a variable-rate feature and that disclosures were previously given (section 226.18(f)(2)). Extensive disclosures about the loan program must be provided when consumers apply for such a loan (section 226.19(b)) and throughout the loan term when the rate or payment amount is changed (section 226.20(c)).

Special Rules for Certain Home Mortgage Transactions

Source: Reg. Z, 60 FR 15471, Mar. 24, 1995, unless otherwise noted.

§ 226.31 General rules.

(a) *Relation to other subparts in this part.* The requirements and limitations of this subpart are in addition to and not in lieu of those contained in other subparts of this part.

(b) *Form of disclosures*—(1) *General.* The creditor shall make the disclosures required by this subpart clearly and conspicuously in writing, in a form that the consumer may keep.

(2) *Electronic communication.* For rules governing the electronic delivery of disclosures, including a definition of electronic communication, see §226.36.

(c) *Timing of disclosure*—(1) *Disclosures for certain closed-end home mortgages.* The creditor shall furnish the disclosures required by §226.32 at least three business days prior to consummation of a mortgage transaction covered by §226.32.

(i) *Change in terms.* After complying with paragraph (c)(1) of this section and prior to consummation, if the creditor changes any term that makes the disclosures inaccurate, new disclosures shall be provided in accordance with the requirements of this subpart.

(ii) *Telephone disclosures.* A creditor may provide new disclosures by telephone if the consumer initiates the change and if, at consummation:

(A) The creditor provides new written disclosures; and

(B) The consumer and creditor sign a statement that the new disclosures were provided by telephone at least three days prior to consummation.

(iii) *Consumer's waiver of waiting period before consummation.* The consumer may, after receiving the disclosures required by paragraph (c)(1) of this section, modify or waive the three-day waiting period between delivery of those disclosures and consummation if the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency. To modify or waive the right, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the waiting period, and bears the signature of all the consumers entitled to the waiting period. Printed forms for this purpose are prohibited, except when creditors are permitted to use printed forms pursuant to §226.23(e)(2).

(2) *Disclosures for reverse mortgages.* The creditor shall furnish the disclosures required by §226.33 at least three business days prior to:

(i) Consummation of a closed-end credit transaction; or

(ii) The first transaction under an open-end credit plan.

(d) *Basis of disclosures and use of estimates*—(1) *Legal Obligation.* Disclosures shall reflect the terms of the legal obligation between the parties.

(2) *Estimates.* If any information necessary for an accurate disclosure is unknown to the creditor, the creditor shall make the disclosure based on the best information reasonably available at the time the disclosure is provided, and shall state clearly that the disclosure is an estimate.

(3) *Per-diem interest.* For a transaction in which a portion of the interest is determined on a per-diem basis and collected at consummation, any disclosure affected by the per-diem interest shall be considered accurate if the disclosure is based on the information known to the creditor at the time that the disclosure documents are prepared.

(e) *Multiple creditors; multiple consumers.* If a transaction involves more than one creditor, only one set of disclosures shall be given and the creditors shall agree among themselves which creditor must comply with the requirements that this part imposes on any or all of them. If there is more than one consumer, the disclosures may be made to any consumer who is primarily liable on the obligation. If the transaction is rescindable under §226.15 or §226.23, however, the disclosures shall be made to each consumer who has the right to rescind.

(f) *Effect of subsequent events.* If a disclosure becomes inaccurate because of an event that occurs after the creditor delivers the required disclosures, the inaccuracy is not a violation of Regulation Z (12 CFR part 226), although new disclosures may be required for mortgages covered by §226.32 under paragraph (c) of this section, §226.9(c), §226.19, or §226.20.

(g) *Accuracy of annual percentage rate.* For purposes of §226.32, the annual percentage rate shall be considered accurate, and may be used in determining whether a transaction is covered by §226.32, if it is accurate according to the requirements and within the tolerances under §226.22. The finance charge tolerances for rescission under §226.23(g) or (h) shall not apply for this purpose.

[Reg. Z, 60 FR 15471, Mar. 24, 1995, as amended at 60 FR 29969, June 7, 1995; 61 FR 49247, Sept. 19, 1996; 66 FR 17339, Mar. 30, 2001]

Truth In Lending Law: Regulation B

§ 202.9 Notifications.

(a) *Notification of action taken, ECOA notice, and statement of specific reasons*-- (1) *When notification is required.* A creditor shall notify an applicant of action taken within:

(i) 30 days after receiving a completed application concerning the creditor's approval of, counteroffer to, or adverse action on the application;

(ii) 30 days after taking adverse action on an incomplete application, unless notice is provided in

accordance with paragraph (c) of this section;

(iii) 30 days after taking adverse action on an existing account; or

(iv) 90 days after notifying the applicant of a counteroffer if the applicant does not expressly accept or use the credit offered.

(2) *Content of notification when adverse action is taken.* A notification given to an applicant when adverse action is taken shall be in writing and shall contain a statement of the action taken; the name and address of the creditor; a statement of the provisions of § 701(a) of the Act; the name and address of the federal agency that administers compliance with respect to the creditor; and either:

(i) A statement of specific reasons for the action taken; or

(ii) A disclosure of the applicant's right to a statement of specific reasons within 30 days, if the statement is requested within 60 days of the creditor's notification. The disclosure shall include the name, address, and telephone number of the person or office from which the statement of reasons can be obtained. If the creditor chooses to provide the reasons orally, the creditor shall also disclose the applicant's right to have them confirmed in writing within 30 days of receiving the applicant's written request for confirmation.

(3) *Notification to business credit applicants*. For business credit, a creditor shall comply with the notification requirements of this section in the following manner:

(i) With regard to a business that had gross revenues of $1 million or less in its preceding fiscal year (other than an extension of trade credit, credit incident to a factoring agreement, or other similar types of business credit), a creditor shall comply with paragraphs (a)(1) and (2) of this section, except that:

(A) The statement of the action taken may be given orally or in writing, when adverse action is taken;

(B) Disclosure of an applicant's right to a statement of reasons may be given at the time of application, instead of when adverse action is taken, provided the disclosure contains the information required by paragraph (a)(2)(ii) of this section; and the ECOA notice specified in paragraph (b)(1) of this section;

(C) For an application made entirely by telephone, a creditor satisfies the requirements of paragraph (a)(3)(i) of this section by an oral statement of the action taken and of the applicant's right to a statement of reasons for adverse action.

(ii) With regard to a business that had gross revenues in excess of $1 million in its preceding fiscal year or an extension of trade credit, credit incident to a factoring agreement, or other similar types of business credit, a creditor shall:

(A) Notify the applicant, within a reasonable time, orally or in writing, of the action taken; and

(B) Provide a written statement of the reasons for adverse action and the ECOA notice specified in paragraph (b)(1) of this section if the applicant makes a written request for the reasons within 60 days of

the creditor's notification.

(b) *Form of ECOA notice and statement of specific reasons--(1) ECOA notice.* To satisfy the disclosure requirements of paragraph (a)(2) of this section regarding section 701(a) of the Act, the creditor shall provide a notice that is substantially similar to the following:

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is [name and address as specified by the appropriate agency listed in appendix A of this regulation].

(2) *Statement of specific reasons.* The statement of reasons for adverse action required by paragraph (a)(2)(i) of this section must be specific and indicate the principal reason(s) for the adverse action. Statements that the adverse action was based on the creditor's internal standards or policies or that the applicant, joint applicant, or similar party failed to achieve the qualifying score on the creditor's credit scoring system are insufficient.

(c) *Incomplete applications*--(1) *Notice alternatives.* Within 30 days after receiving an application that is incomplete regarding matters that an applicant can complete, the creditor shall notify the applicant either:

(i) Of action taken, in accordance with paragraph (a) of this section; or

(ii) Of the incompleteness, in accordance with paragraph (c)(2) of this section.

(2) *Notice of incompleteness.* If additional information is needed from an applicant, the creditor shall send a written notice to the applicant specifying the information needed, designating a reasonable period of time for the applicant to provide the information, and informing the applicant that failure to provide the information requested will result in no further consideration being given to the application. The creditor shall have no further obligation under this section if the applicant fails to respond within the designated time period. If the applicant supplies the requested information within the designated time period, the creditor shall take action on the application and notify the applicant in accordance with paragraph (a) of this section.

(3) *Oral request for information.* At its option, a creditor may inform the applicant orally of the need for additional information. If the application remains incomplete the creditor shall send a notice in accordance with paragraph (c)(1) of this section.

(d) *Oral notifications by small-volume creditors.* In the case of a creditor that did not receive more than 150 applications during the preceding calendar year, the requirements of this section (including statements of specific reasons) are satisfied by oral notifications.

(e) *Withdrawal of approved application.* When an applicant submits an application and the parties contemplate that the applicant will inquire about its status, if the creditor approves the application and

the applicant has not inquired within 30 days after applying, the creditor may treat the application as withdrawn and need not comply with paragraph (a)(1) of this section.

(f) *Multiple applicants.* When an application involves more than one applicant, notification need only be given to one of them, but must be given to the primary applicant where one is readily apparent.

(g) *Applications submitted through a third party.* When an application is made on behalf of an applicant to more than one creditor and the applicant expressly accepts or uses credit offered by one of the creditors, notification of action taken by any of the other creditors is not required. If no credit is offered or if the applicant does not expressly accept or use any credit offered, each creditor taking adverse action must comply with this section, directly or through a third party. A notice given by a third party shall disclose the identity of each creditor on whose behalf the notice is given.

[Codified to 12 C.F.R. § 202.9]

[Section 202.9 amended at 68 Fed. Reg. 13161, March 18, 2003; 72 Fed. Reg. 63451, November 9, 2007, effective January 1, 2008, the mandatory compliance date is November 1, 2008]

Credit Score Information

"The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change."

"If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer-reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application."

Fair Credit Reporting Act

(E) Actions not required under this subsection. This subsection shall not require any person to–

(i) explain the information provided pursuant to subsection (f);

(ii) disclose any information other than a credit score or key factors, as defined in subsection (f);

(iii) disclose any credit score or related information obtained by the user after a loan has closed;

(iv) provide more than 1 disclosure per loan transaction; or

(v) provide the disclosure required by this subsection when another person has made the disclosure to the consumer for that loan transaction.

(F) No Obligation for Content

(i) In general. The obligation of any person pursuant to this subsection shall be limited solely to providing a copy of the information that was received from the consumer reporting agency.

(ii) Limit on liability. No person has liability under this subsection for the content of that information or for the omission of any information within the report provided by the consumer reporting agency.

(G) Person defined as excluding enterprise. As used in this subsection, the term "person" does not include an enterprise (as defined in paragraph (6) of section 1303 of the Federal Housing Enterprises Financial Safety and Soundness Act of 1992).

(2) Prohibition on Disclosure Clauses Null and Void

(A) In general. Any provision in a contract that prohibits the disclosure of a credit score by a person who makes or arranges loans or a consumer reporting agency is void.

(B) No liability for disclosure under this subsection- A lender shall not have liability under any contractual provision for disclosure of a credit score pursuant to this subsection.

(G) Person defined as excluding enterprise. As used in this subsection, the term "person" does not include an enterprise (as defined in paragraph (6) of section 1303 of the Federal Housing Enterprises Financial Safety and Soundness Act of 1992).

(2) Prohibition on Disclosure Clauses Null and Void

(A) In general. Any provision in a contract that prohibits the disclosure of a credit score by a person who makes or arranges loans or a consumer reporting agency is void.

(B) No liability for disclosure under this subsection- A lender shall not have liability under any contractual provision for disclosure of a credit score pursuant to this subsection.

The Gramm-Leach-Bliley Act
Privacy of Consumer Financial Information

A. Consumers

Definition: A "consumer" is an individual who obtains or has obtained a financial product or service from a financial institution that is to be used primarily for personal, family, or household purposes, or that individual's legal representative.

Examples of Consumer Relationships:

- Applying for a loan
- Obtaining cash from a foreign ATM, even if it occurs on a regular basis
- Cashing a check with a check-cashing company
- Arranging for a wire transfer

General Obligations to Consumers:

- Provide an initial (or "short-form") notice about the availability of the privacy policy if the financial institution shares information outside the permitted exceptions.
- Provide an opt-out notice, with the initial notice or separately, prior to a financial institution sharing nonpublic personal information with nonaffiliated third parties.
- Provide consumers with a "reasonable opportunity" to opt out before disclosing nonpublic personal information about them to nonaffiliated third parties, such as 30 days from the date the notice is mailed.
- If a consumer elects to opt out of all or certain disclosures, a financial institution must honor that opt-out direction as soon as is reasonably practicable after the opt-out is received.
- If you change your privacy practices such that the most recent privacy notice you provided to a consumer is no longer accurate (e.g., you disclose a new category of NPI to a new nonaffiliated third party outside of specific exceptions and those changes are not adequately described in your prior notice), you must provide new revised privacy and opt-out notices.

UCC Report: Mortgage Notes

RELATING TO MORTGAGE NOTES

Introduction

The complex legal issues are to be faced about the enforcement and collection of mortgage debt after the latest economic development. . The procedure for the local real property law and local rules of foreclosure raises number of issues, but others are dealt in a steady way throughout the United States by provisions of the Uniform Commercial Code (UCC).1. Although the UCC rules are the settled law, but mostly the courts and attorney are not familiar with them. The rules are complex and they are frightening.

In order to make it more clear the Permanent Editorial Board for the Uniform Commercial Code2 has made this Report in order to understand the legislative background by explaining the key rules in the UCC that follow the transfer and enforcement of notes which is secured by a mortgage 3 on real property. Not all the issues are resolved by UCC. Most of the time, both substance and procedure, is governed by the province of a state's real property law.

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1 The UCC is a uniform law sponsored by the American Law Institute and the Uniform Law Commission. It has been enacted in every state (as well as the District of Columbia, Puerto Rico, and the United States Virgin Islands) in whole or significant part. This Report is based on the current Official Text of the UCC. Some states have enacted some non-uniform provisions that are generally not relevant to the issues discussed in this Report. Of course, the enacted text of the UCC in the state whose law is applicable governs. See note 6, *infra*, regarding the various different versions of Article 3 of the UCC in effect in the states.

2In 1961, the American Law Institute and the Uniform Law Commission, the organizations that jointly sponsor the UCC, established the Permanent Editorial Board for the Uniform Commercial Code (PEB). One of the charges of the PEB is to issue commentaries "and other articulations as appropriate to reflect the correct interpretation of the [Uniform Commercial] Code and issuing the same in a manner and at times best calculated to advance the uniformity and orderly development of commercial law."

3 This Report, like Article 9 of the UCC, uses the term "mortgage" to include a consensual interest in real property to secure an obligation whether created by mortgage, trust deed, or the like. See UCC § 9-102(a)(55) and Official Comment 17 thereto and former UCC § 9-105(1)(j). This Report uses the term "mortgage note" to refer to a note secured by a mortgage, whether or not the note is a negotiable instrument under UCC Article 3.

Background

Two Articles of the UCC primarily govern the issues like transfer, ownership, and enforcement of mortgage notes:

- In cases in which the mortgage notes is a negotiable instrument[5]. Article 3 of the UCC[6] describes the rules governing the compulsions on parties on the note[7] and the enforcement of those obligations.

- For the negotiable or non-negotiable notes, Article 9 of the UCC[8] has important rules that declares how the ownership of the notes can be transferred, the result of the transferring of ownership of the notes to the mortgage ownership notes , the transferee right, under certain circumstances, and the record of interest that will be entered in the real estate recording office.

The Report explains the rules applicability in the UCC Articles to provide guidance in:

- Identification of the person who is permitted to enforce the payment obligation of the maker[9] of a mortgage note, and to whom the maker owes that obligation; and 4

Of course, the application of the UCC rules to particular factual circumstances depends on the nature of those circumstances. Facts raising legal issues other than those addressed in this Report can result in different rights and obligations than would be the case in the absence of those facts. Accordingly, this Report should not be read as a statement of the total legal implications of any factual scenario. Rather, the Report sets out the UCC rules that are common to the transactions discussed so as to provide a common basis for understanding the application of those rules. The impact of non-UCC law that applies to other aspects of such transactions is beyond the scope of this Report. 5

The requirements that must be satisfied in order for a note to be a negotiable instrument are set out in UCC § 3104.
6

Except for New York, every state (as well as the District of Columbia, Puerto Rico, and the United States Virgin Islands) has enacted either the 1990 Official Text of Article 3 or the newer 2002 Official Text (the latter having been adopted in ten states as of the date of this Report). Unless indicated to the contrary all discussions of provisions in Article 3 apply equally to both versions. Much of the analysis of UCC Article 3 in this Report also applies under the older version of Article 3 in effect in New York, although many section numbers differ. The Report does not address those aspects of New York's Article 3 that are different from the 1990 or 2002 texts.
7

In this Report, such notes are sometimes referred to as "negotiable notes."

8

Unlike Article 3 (which has not been enacted in its modern form in New York), the current version of Article 9 has been enacted in all 50 states, the District of Columbia, and the United States Virgin Islands. Some states have enacted non-uniform provisions that are generally not relevant to the issues discussed in this Report (but see note 31 with respect to one relevant non-uniformity). A limited set of amendments to Article 9 was approved by the American Law Institute and the Uniform Law Commission in 2010. Except as noted in this Report, those amendments (which provide for a uniform effective date of July 1, 2013) are not germane to the matters addressed in this Report.

9 A note can have more than one obligor. In some cases, this is because there is more than one maker (in which case they are jointly and severally liable; see UCC § 3-116(a)). In other cases, there may be an indorser. The obligation

- Determining who owns the rights represented by the note and mortgage.

Together, the rules in Articles 3 and 9 of the UCC declare legal rules that apply to these questions.[10] Moreover, these rules displace any inconsistent common law rules that might have otherwise previously governed the same questions.[11]

However, this report does not address all of the rules in the UCC relating to enforcement, transfer, and ownership of mortgage notes. Rather, it reviews the rules relating to four specific questions:

- Who is the person entitled to enforce a mortgage note and, correspondingly, to whom is the obligation to pay the note owed?

- How can the owner of a mortgage note effectively transfer ownership of that note to another person or effectively use that note as collateral for an obligation?

- What is the effect of transfer of an interest in a mortgage note on the mortgage securing it?

- May a person to whom an interest in a mortgage note has been transferred, but who has not taken a recordable assignment of the mortgage, take steps to become the assignee of record in the real estate recording system of the mortgage securing the note?[12]

of an indorser is different from that of a maker in that the indorser's obligation is triggered by dishonor of the note (see UCC § 3-415) and, unless waived, indorsers have additional procedural protections (such as notice of dishonor; see UCC § 3-503)). These differences do not affect the issues addressed in this Report. For simplicity, this Report uses the term "maker" to refer to both makers and indorsers.

10 Subject to limitations on the ability to affect the rights of third parties, the effect of these provisions may be varied by agreement. UCC § 1-302. Variation by agreement is not permitted when the variation would disclaim obligations of good faith, diligence, reasonableness, or care prescribed by the UCC or when the UCC otherwise so indicates (see, *e.g.*, UCC § 9-602). But the meaning of the statute itself cannot be varied by agreement. Thus, for example, private parties cannot make a note negotiable unless it complies with UCC § 3-104. See Official Comment 1 to UCC § 1-302. Similarly, parties may not avoid the application of UCC Article 9 to a transaction that falls within its scope. See *id.* and Official Comment 2 to UCC § 9-109.

11UCC § 1-103(b). As noted in Official Comment 2 to UCC § 1-103:

> The Uniform Commercial Code was drafted against the backdrop of existing bodies of law, including the common law and equity, and relies on those bodies of law to supplement its provisions in many important ways. At the same time, the Uniform Commercial Code is the primary source of commercial law rules in areas that it governs, and its rules represent choices made by its drafters and the enacting legislatures about the appropriate policies to be furthered in the transactions it covers. Therefore, while principles of common law and equity may *supplement* provisions of the Uniform Commercial Code, they may not be used to *supplant* its provisions, or the purposes and policies those provisions reflect, unless a specific provision of the Uniform Commercial Code provides otherwise. In the absence of such a provision, the Uniform Commercial Code preempts principles of common law and equity that are inconsistent with either its provisions or its purposes and policies.

12 The Report does not discuss the application of common law principles, such as the law of agency, that supplement the provisions of the UCC other than to note some situations in which the text or comments of the UCC identify such principles as being relevant. See UCC § 1-103(b).

Question One - To Whom is the Obligation to Pay a Mortgage Note Owed?

If the note of mortgage is just a negotiable instrument,13 Article 3 of the UCC defines the complete pair of rules that governs the obligations of parties on the note, it provides, how to find out who may impose those obligations and, thus, and the obligations are owed through which person.

The discussion below describes the application form of the rules in the light of mortgage notes, which are negotiable[14]:-

In the outlook of mortgage notes is sold or used as indemnity to secure an obligation, the central concept in making that determination is identification of the "person entitled to enforce" the note.15 Several issues are resolved by that determination.

(i) the maker's obligation on the note is to cover the quantity of the note to the individual entitled to enforce the note,16

(ii) the maker's payment to the individual entitled to enforce the note results in discharge of the maker's obligation,17 and

(iii) the maker's failure to cover, when due, the quantity of the note to the individual entitled

to enforce the note constitutes dishonor of the note.18

Thus, an individual seeking to enforce rights based on the failure of the maker to cover a mortgage note must identify the individual entitled to enforce the note and establish that that individual hasn't been paid. This portion of this Report sets out the criteria for qualifying as a "person entitled to enforce" a mortgage note. The discussion of Question Two addresses how ownership of a mortgage note may be effectively transferred from a manager to a different person.

13 See UCC § 3-104 for the requirements that must be fulfilled in order for a payment obligation to qualify as a negotiable instrument. It should not be assumed that all mortgage notes are negotiable instruments. The issue of the negotiability of a particular mortgage note, which requires application of the standards in UCC § 3-104 to the words of the particular note, is beyond the scope of this Report.

14 Law other than Article 3, including contract law, governs this determination for non-negotiable mortgage notes. That law is beyond the scope of this Report.

15 The concept of "person entitled to enforce" a note is not synonymous with "owner" of the note. See Official Comment 1 to UCC § 3-203. A person need not be the owner of a note to be the person entitled to enforce it, and not all owners will qualify as persons entitled to enforce. Rules that address transfer of ownership of a note are addressed in the discussion of Question 2 below.

16 UCC § 3-412. (If the note has been dishonored, and an indorser has paid the note to the person entitled to enforce it, the maker's obligation runs to the indorser.)

17UCC § 3-602. The law of agency is applicable in determining whether a payment has been made to a person entitled to enforce. See *id.*, Official Comment 3. Note that, in states that have enacted the 2002 Official Text of
UCC Article 3, UCC § 3-602(b) provides that a maker is also discharged by paying a person formerly entitled to enforce the note if the maker has not received adequate notification that the note has been transferred and that payment is to be made to the transferee. This amendment aligns the protection afforded to makers of notes that have been assigned with comparable protection afforded to obligors on other payment rights that have been assigned. See, *e.g.*, UCC § 9-406(a); Restatement (Second), Contracts § 338(1).

18 See UCC § 3-502. See also UCC § 3-602.

UCC Section 3-301 provides only three ways in which an individual may qualify as the person eligible to enforce a note, two of which require the person to be in possession of the note (which may include possession by a third party that possesses it for the person)19 :

• The first way a person may qualify as the person eligible to enforce a note will be its

"holder." This familiar concept, put down in more detail in UCC Section 1-201(b)(21)(A), requires that the person be in possession of the note and either (i) the note is payable to that person or (ii) the note is payable to bearer. Determining to whom a note is payable requires examination not only of the face area of the note but additionally of any indorsements. This is because the party to whom a note is payable may be changed by indorsement20 to ensure that, for instance, a note payable to the order of a named payee that's indorsed in blank by that payee becomes payable to bearer.21

• The 2nd way a person may be the person eligible to enforce a note will be a

"Non-holder in possession of the [note] who has the rights of a holder." o Just how can an individual who is not the holder of a note have the rights of a holder?. This may occur by operation of law beyond your UCC, such as the law of subrogation or estate administration, by what type person may be the successor to or acquires another person's rights.22. Additionally it may occur if the delivery of the note to that person is really a "transfer" (as that term is defined in UCC Section 3-203, see below) because transfer of a note "vests in the transferee any right of the transferor to enforce the instrument."23 Thus, in case a holder (who, as seen above, is really a person eligible to enforce a note) transfers the note to another person, that other person (the transferee) obtains from the holder the right to enforce the note even though the transferee does not end up being the holder (as in the example below). Similarly, a

19 See UCC § 1-103(b) (unless displaced by particular provisions of the UCC, the law of, *inter alia*, principal and agent supplements the provisions of the UCC). See also UCC § 3-420, Comment 1 ("Delivery to an agent [of a payee] is delivery to the payee."). Note that "delivery" of a negotiable instrument is defined in UCC § 1-201(b)(15) as voluntary transfer of possession. This Report does not address the determination of whether a particular person is an agent of another person under the law of agency and the agency law implications of such a determination. 20 "Indorsement," as defined in UCC § 3-204(a), requires the signature of the indorser. The law of agency determines whether a signature made by a person purporting to act as a representative binds the represented person. UCC § 3-402(a); see note 12, supra. An indorsement may appear either on the instrument or on a separate piece of
paper (usually referred to as an *allonge*) affixed to the instrument. See UCC § 3-204(a) and Comment 1, par. 4.

21UCC Section 3-205 contains the rules concerning the effect of various types of indorsement on the party to whom a note is payable. Either a "special indorsement" (see UCC § 3-205(a)) or a "blank indorsement" (see UCC § 3205(b)) can change the identity of the person to whom the note is payable. A special indorsement is an indorsement that identifies the person to whom it makes the note payable, while a blank indorsement is an indorsement that does not identify such a person and results in the instrument becoming payable to bearer. When an instrument is indorsed in blank (and, thus, is payable to bearer), it may be negotiated by transfer of possession alone until specially indorsed. UCC § 3-205(b).

22 See Official Comment to UCC § 3-301. 23 UCC § 3-203(b).

Subsequent transfer will result in the following transferee being truly a person eligible for enforce the note.

o Under what circumstances does delivery of a note qualify as an exchange? As mentioned in UCC Section 3-203(a), a note is transferred "if it is delivered by a person apart from its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument." For instance, assume that the payee of a note sells it to an assignee, going to transfer all of the payee's rights to the note, but delivers the note to the assignee without indorsing it. The assignee won't qualify as a holder (because the note continues to be payable to the payee) but, because the transaction between the payee and the assignee qualifies as an exchange, the assignee now has all of the payee's rights to enforce the note and thereby qualifies as the person eligible for enforce it. Thus, the failure to acquire the endorsement of the payee doesn't prevent a person in possession of the note from being the person eligible for enforce it, but demonstrating that status is more difficult. The reason being the person in possession of the note must also demonstrate the purpose of the delivery of the note to it to be able to qualify as the person eligible for enforce.24

o Under what circumstances does delivery of a note qualify as a transfer? As stated in UCC Section 3-203(a), a note is transferred "if it is delivered with a person apart from its issuer for the goal of giving to the person receiving delivery the right to enforce the instrument." Like, think that the payee of a note sells it to an assignee, intending to transfer all of the payee's rights to the note, but delivers the note to the assignee without indorsing it. The assignee will not qualify as a holder (because the note is still payable to the payee) but, as the transaction between the payee and the assignee qualifies as a transfer, the assignee now has all of the payee's rights to enforce the note and thereby qualifies as the individual eligible for enforce it. Thus, the failure to obtain the endorsement of the payee doesn't prevent a person in possession of the note from being the individual eligible for enforce it, but demonstrating that status is more difficult. The reason being the individual in possession of the note must demonstrate the goal of the delivery of the note to it in order to qualify as the individual eligible for enforce.24

24 If the note was transferred for value and the transferee does not qualify as a holder because of the lack of endorsement by the transferor, "the transferee has a specifically enforceable right to the unqualified endorsement of the transferor." See UCC § 3-203(c).

25 UCC § 3-309(a)(iii) (1990 text), 3-309(a)(3) (2002 text). The 2002 text goes on to provide that a transferee from the person who lost possession of a note may also qualify as a person entitled to enforce it. See UCC § 3309(a)(1)(B) (2002). This point was thought to be implicit in the 1990 text, but was rejected in some cases in which the issue was raised. The reasoning of those cases was rejected in Official Comment 5 to UCC § 9-109 and the point was made explicit in the 2002 text of Article 3.

26 To prevail the person must establish not only that the person is a person entitled to enforce the note but also the other elements of the maker's obligation to pay such a person. See generally UCC §§ 3-309(b), 3-412. Moreover, as is the case with respect to the enforcement of all rights under the UCC, the person enforcing the note must act in good faith in enforcing the note. UCC § 1-304.

Subsequent transfer can lead to the next transferee being a person eligible for enforce the note.

Illustrations:

1.Maker issued a negotiable mortgage note payable to the order of Payee. Payee is in

possession of the note, which has not been indorsed. Payee may be the holder of the note and, therefore, is the person eligible to enforce it. UCC §§ 1-201(b)(21)(A), 3-301(i).

2. Maker issued a negotiable mortgage note payable to the order of Payee. Payee indorsed

the note in blank and gave possession of it to Transferee. Transferee may be the holder of the note and, therefore, is the person eligible to enforce it. UCC §§ 1-201(b)(21)(A), 3-301(i).

3. Maker issued a negotiable mortgage note payable to the order of Payee. Payee sold the

note to Transferee and gave possession of it to Transferee for the objective of giving Transferee the proper to enforce the note. Payee did not, however, indorse the note. Transferee isn't the holder of the note because, while Transferee is in possession of the note, it's payable neither to bearer nor to Transferee. UCC § 1-201(b)(21)(A). Nonetheless, Transferee is really a person eligible to enforce the note. This is because the note was transferred to Transferee and the transfer vested in Transferee Payee's to enforce the note. UCC § 3-203(a)-(b). As a result, Transferee is really a nonholder in possession of the note with the rights of a holder and, accordingly, a person eligible to enforce the note. UCC § 3-301(ii).

.Same facts as Illustrations 2 and 3, except that (i) underneath the law of agency, Agent is the

agent of Transferee for purposes of possessing the note and (ii) it is Agent, rather than Transferee, to whom actual physical possession of the note is written by Payee. In the important points of Illustration 2, Transferee is just a holder of the note and a person eligible to enforce it. In the context of Illustration 3, Transferee is just a person eligible to enforce the note. Whether Agent may enforce the note or mortgage on behalf of Transferee depends partly on what the law states of agency and, in the event of the mortgage, real property law.

5. Same facts as Illustration 2, except that after obtaining possession of the note, Transferee

lost the note and its whereabouts cannot be determined. Transferee is just a person eligible to enforce the note even though Transferee does not need possession of it. UCC § 3-309(a). If Transferee brings an action on the note against Maker, Transferee must establish the terms of the note and the weather of Maker's obligation on it. The court might not enter judgment and only Transferee, however, unless the court finds that Maker is adequately protected against loss that may occur by reason of a state of another person (such while the finder of the note) to enforce the note. UCC § 3-309(b).

27 See *id*. UCC § 3-309(b) goes on to state that "Adequate protection may be provided by any reasonable means."

Question Two - What Steps Must be Taken for the Owner of a Mortgage Note to Transfer Ownership of the Note to Another Person or Use the Note as Collateral for an Obligation?

In the discussion of Question One, this Report addresses identification of the one who is entitled to enforce a note. That discussion doesn't address who "owns" the note. While, oftentimes, the individual entitled to enforce an email can also be its owner, this need not function as the case. The rules that determine whether a person is really a person entitled to enforce an email don't require that person to be the owner of the note,28 and a big change in ownership of an email does certainly not bring in regards to a concomitant change in the identity of the individual entitled to enforce the note. This is because the guidelines that determine who's entitled to enforce an email and the guidelines that determine perhaps the note, or a pastime in it, have now been effectively transferred serve different functions:

- The rules that determine who's entitled to enforce an email are concerned primarily with

the maker of the note, providing the maker with a relatively simple way of determining to whom his or her obligation is owed and, thus, whom to pay to be able to be discharged.

- The rules concerning transfer of ownership and other interests in an email, on the other

hand, primarily connect with who, among competing claimants, is entitled to the economic value of the note.

In a standard transaction, when a contact is issued to a payee, the note is initially owned by that payee. If that payee seeks either to make use of the note as collateral or sell the note outright, Article 9 of the UCC governs that transaction and determines possibly the creditor or buyer has obtained a residence right in the note. As is generally known, Article 9 governs transactions in

which property can be used as collateral for an obligation.29 Furthermore, however, Article 9 governs the sale of all payment rights, like the sale of both negotiable and non-negotiable notes.30 With

very few exceptions, the exact same Article 9 rules that connect with transactions where a payment right is collateral for an obligation also connect with transactions where a payment right is sold. As opposed to contain two parallel sets of rules - one for transactions where payment rights are collateral and another for sales of payment rights - Article 9 uses nomenclature conventions to use one group of rules to both types of transactions. That is accomplished primarily by defining the definition of "security interest" to add not merely an interest in property that secures an obligation

28 See UCC § 3-301, which provides, in relevant part, that "A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument . . . ."

29 UCC § 9-109(a)(1).

30 With certain limited exceptions not germane to this Report, Article 9 governs the sale of accounts, chattel paper, payment intangibles, and promissory notes. UCC § 9-109(a)(3). The term "promissory note" includes not only notes that fulfill the requirements of a negotiable instrument under UCC § 3-104 but also notes that do not fulfill those requirements but nonetheless are of a "type that in ordinary business is transferred by delivery with any necessary indorsement or assignment." See UCC §§ 9-102(a)(65) (definition of "promissory note") and 9-102(a)(47) (definition of "instrument" as the term is used in Article 9).

but additionally the best of a customer of a payment right in a transaction governed by Article 9.31 Similarly, definitional conventions denominate the vendor of this kind of payment right since the “debtor,” the client since the “secured party,” and the sold payment right since the “collateral.”32 Consequently, for

purposes of Article 9, the client of a promissory note is just a “secured party” that's acquired a “security interest” in the note from the “debtor,” and the guidelines that connect with security interests that secure an obligation generally also connect with transactions where a promissory note is sold.

Section 9-203(b) of the Uniform Commercial Code provides that three criteria should be fulfilled for the master of a mortgage note effectively to produce a “security interest” (either a pastime in the note securing an obligation or the outright sale of the note to a buyer) in it.

- The first two criteria are straightforward - “value” ought to be given33 and the debtor/seller

will have to have rights in the note or the power to transfer rights in the note to a next party.34 • Another criterion may be fulfilled in either 1 of 2 ways. Either the debtor/seller

must “authenticate”35 a “security agreement”36 that describes the note37 or the secured party must take possession38 of the note pursuant to the debtor's security agreement.39

31 See UCC § 1-201(b)(35) [UCC § 1-201(37) in states that have not yet enacted the 2001 revised text of UCC Article 1]. (For reasons that are not apparent, when South Carolina enacted the 1998 revised text of UCC Article 9, which included an amendment to UCC § 1-201 to expand the definition of “security interest” to include the right of a buyer of a promissory note, it did not enact the amendment to § 1-201. This Report does not address the effect of that omission.) The limitation to transactions governed by Article 9 refers to the exclusion, in cases not germane to this Report, of certain assignments of payment rights from the reach of Article 9.

32 UCC §§ 9-102(a)(28)(B); 9-102(a)(72)(D); 9-102(a)(12)(B).

33 UCC § 9-203(b)(1). UCC § 1-204 provides that giving “value” for rights includes not only acquiring them for consideration but also acquiring them in return for a binding commitment to extend credit, as security for or in complete or partial satisfaction of a preexisting claim, or by accepting delivery of them under a preexisting contract for their purchase.

34 UCC § 9-203(b)(2). Limited rights that are short of full ownership are sufficient for this purpose. See Official Comment 6 to UCC § 9-203.

35 This term is defined to include signing and its electronic equivalent. See UCC § 9-102(a)(7). 36 A “security agreement” is an agreement that creates or provides for a security interest (including the rights of a buyer arising upon the outright sale of a payment right). See UCC § 9-102(a)(73).

37 Article 9’s criteria for descriptions of property in a security agreement are quite flexible. Generally speaking, any description suffices, whether or not specific, if it reasonably identifies the property. See UCC § 9-108(a)-(b). A “supergeneric” description consisting solely of words such as “all of the debtor’s assets” or “all of the debtor’s personal property” is not sufficient, however. UCC § 9-108(c). A narrower description, limiting the property to a particular category or type, such as “all notes,” is sufficient. For example, a description that refers to “all of the debtor’s notes” is sufficient.

38 See UCC § 9-313. As noted in Official Comment 3 to UCC § 9-313, “in determining whether a particular person has possession, the principles of agency apply.” In addition, UCC § 9-313 also contains two special rules under which possession by a non-agent may constitute possession by the secured party. First, if a person who is not an agent is in possession of the collateral and the person authenticates a record acknowledging that the person holds the collateral for the secured party’s benefit, possession by that person constitutes possession by the secured party. UCC § 9-313(c). Second, a secured party that has possession of collateral does not relinquish possession by delivering the collateral to another person (other than the debtor or a lessee of the collateral from the debtor in the ordinary course of the debtor’s business) if the delivery is accompanied by instructions to that person to hold possession of the collateral for the benefit of the secured party or redeliver it to the secured party. UCC § 9-313(h).

o Thus, if the secured party (including a buyer) takes possession of the mortgage

note pursuant to the security agreement of the debtor (including a seller), this criterion is satisfied even when that agreement is oral or elsewhere not evidenced by an authenticated record.

o Alternatively, if the debtor authenticates a protection agreement describing the note,

this criterion is satisfied even when the secured party doesn't take possession of the note. (Note that in this case, where owner of an email may retain

possession of it, who owns an email might be a different person compared to person eligible for enforce the note.)40

Satisfaction of those three criteria of Section 9-203(b) results in the secured party (including a consumer of the note) obtaining a house right (whether outright ownership or a protection interest to secure an obligation) in the note from the debtor (including a vendor of the note).41

Illustrations:

6. Maker issued a mortgage note payable to the order of Payee.42 Payee borrowed money

from Funder and, to secure Payee's repayment obligation, Payee and Funder agreed that Funder might have a protection curiosity about the note. Simultaneously with the funding of the loan, Payee gave possession of the note to Funder. Funder comes with an attached and

See also Official Comment 9 to UCC § 9-313 ("New subsections (h) and (i) address the practice of mortgage warehouse lenders.") Possession as contemplated by UCC § 9-313 can be possession for purposes of UCC § 9-203. See UCC § 9-203, Comment 4.

39 UCC §§ 9-203(b)(3)(A)-(B).

40 As noted in the discussion of Question One, payment by the maker of a negotiable note to the person entitled to enforce it discharges the maker's obligations on the note. UCC § 3-602. This is the case even if the person entitled to enforce the note is not its owner. As between the person entitled to enforce the note and the owner of the note, the right to the money paid by the maker is determined by the UCC and other applicable law, such as the law of contract and the law of restitution, as well as agency law. See, e.g., UCC §§ 3-306 and 9-315(a)(2). As noted in comment 3 to UCC § 3-602, "if the original payee of the note transfers ownership of the note to a third party but continues to service the obligation, the law of agency might treat payments made to the original payee as payments made to the third party."

41For cases in which another person claims an interest in the note (whether as a result of another voluntary transfer by the debtor or otherwise), reference to Article 9's rules governing perfection and priority of security interests may be required in order to rank order those claims (and, in some cases, determine whether a party has taken the note free of competing claims to the note). In the case of notes that are negotiable instruments, the Article 3 concept of "holder in due course" (see UCC § 3-302) should be considered as well, because a holder in due course takes its rights in an instrument free of competing property claims to it (as well as free of most defenses to obligations on it). See UCC §§ 3-305 and 3-306. With respect to determining whether the owner of a note has effectively transferred a property interest to a transferee, however, the perfection and priority rules are largely irrelevant. (The application of the perfection and priority rules can result in the rights of the transferee either being subordinate to the rights of a competing claimant or being extinguished by the rights of the competing claimant. See, *e.g.*, UCC §§ 9-317(b), 9322(a), 9-330(d), and 9-331(a).)

42 For this Illustration, as well as Illustrations 7-11, the analysis under UCC Article 9 is the same whether the mortgage note is negotiable or non-negotiable. This is because, in either case, the mortgage note will qualify as a "promissory note" and, therefore, an "instrument" under UCC Article 9. See UCC §§ 9-102(a)(47), (65).

Enforceable security fascination with the note. UCC § 9-203(b). Here is the case even when Payee's agreement is oral or else not evidenced by an authenticated record. Payee is no further an individual eligible to enforce the note (because Payee is no further in possession of it and it hasn't been lost, stolen, or destroyed). UCC § 3-301. Funder is really a person eligible to enforce the note if either (i) Payee indorsed the note by blank indorsement or with a special indorsement identifying Funder as anyone to whom the indorsement makes the note payable (because, such cases, Funder will be the holder of the note), or (ii) the delivery of the note from Payee to Funder is really a transfer of the note under UCC § 3-203 (because, such case, Funder would have been a nonholder in possession of the note with the rights of a holder). See also UCC §§ 1-201(b)(21)(A), 3205(a)-(b), and 3-301(i)-(ii).

.Maker issued a mortgage note payable to the order of Payee. Payee borrowed money

from Funder and, in a signed writing that reasonably identified the note (whether specifically or included in a group or a form of property defined in the UCC), granted Funder a protection fascination with the note to secure Payee's repayment obligation. Payee, however, retained possession of the note. Funder comes with an attached and enforceable security fascination with the note. UCC § 9-203(b). If the note is negotiable, Payee remains the holder and anyone eligible to enforce the note because Payee is in possession of it and it's payable to the order of Payee. UCC §§ 1-201(b)(21)(A), 3-301(i).

8. Maker issued a mortgage note payable to the order of Payee. Payee sold the note to

Funder, giving possession of the note to Funder as a swap for the purchase price. The sale of the note is governed by Article 9 and the rights of Funder as buyer constitute a "security interest." UCC §§ 9-109(a)(3), 1-201(b)(35). The security interest is attached and is enforceable. UCC § 9-203(b). Here is the case even when the sales agreement was oral or else not evidenced by an authenticated record. If the note is negotiable, Funder can be an individual eligible to enforce the note, if Payee indorsed it, because either (i) Funder is really a holder of the note (if Payee indorsed it by blank indorsement or with a special indorsement identifying Funder as anyone to whom the indorsement makes the note payable) or (ii) Funder is really a nonholder in possession of the note (if there's no such indorsement) who has obtained the rights of Payee by transfer of the note pursuant to UCC § 3-203. See also UCC §§ 1-201(b)(21)(A), 3-205(a)-(b), and 3-301(i)-(ii).

9. Maker issued a mortgage note payable to the order of Payee. Pursuant to a signed writing

that reasonably identified the note (whether specifically or included in a group or a form of property defined in the UCC), Payee sold the note to Funder. Payee, however, retained possession of the note. The sale of the note is governed by Article 9 and the rights of Funder as buyer constitute a "security interest." UCC § 1-201(b)(35). The security interest is attached and is enforceable. UCC § 9-203(b). If the note is negotiable, Payee remains the holder and anyone eligible to enforce the note (even though, as between Payee and Funder, Funder owns the note)

because Payee is in possession of it and it's payable to the order of Payee. UCC §§ 1-201(b)(21)(A), 3301(i).

Question Three - What is the Effect of Transfer of an Interest in a Mortgage Note on the Mortgage Securing It?

Imagine if an email secured with a mortgage comes (or the note is employed as collateral to secure an obligation), nevertheless the parties don't take any extra actions to assign the mortgage that secures payment of the note, such as for instance execution of a recordable assignment of the mortgage? UCC Section 9-203(g) explicitly provides that, such cases, the assignment of the interest of owner and other grantor of a protection curiosity about the note automatically transfers a corresponding curiosity about the mortgage to the assignee: "The attachment of a protection curiosity about a directly to payment or performance secured by a protection interest and other lien on personal or real property can be attachment of a protection curiosity about the security interest, mortgage, and other lien." (As noted previously, a "security interest" in an email includes the best of a customer of the note.)

While this question has provoked some uncertainty and has given rise with a judicial analysis that disregards the impact of Article 9,43 the UCC is unambiguous: the sale of a mortgage note (or other grant of a protection curiosity about the note) not along with a separate conveyance of the mortgage securing the note doesn't end up in the mortgage being severed from the note.44

It is very important to notice in this regard, however, that UCC Section 9-203(g) addresses only whether, as between owner of a mortgage note (or a debtor who uses it as collateral) and the customer and other secured party, the interest of owner (or debtor) in the mortgage has been correspondingly utilized in the secured party. UCC Section 9-308(e) continues on to convey that, if the secured party's security curiosity about the note is perfected, the secured party's security interest

43*See, e.g.*, the discussion of this issue in *U.S. Bank v. Ibanez,* 458 Mass. 637 at 652-53, 941 N.E.2d 40 at 53-54 (2011). In that discussion, the court cited Massachusetts common law precedents pre-dating the enactment of the current text of Article 9 to the effect that a mortgage does not follow a note in the absence of a separate assignment of the mortgage, but did not address the effect of Massachusetts's subsequent enactment of UCC § 9-203(g) on those precedents. Under the rule in UCC § 9-203(g), if the holder of the note in question demonstrated that it had an attached security interest (including the interest of a buyer) in the note, the holder of the note in question would also have a security interest in the mortgage securing the note even in the absence of a separate assignment of the mortgage. (This Report does not address whether, under the facts of the *Ibanez* case, the holder of the note had an

attached security interest in the note and, thus, qualified for the application of UCC § 9-203(g). Moreover, even if the holder had an attached security interest in the note and, thus, had a security interest in the mortgage, this would not, of itself, mean that the holder could enforce the mortgage without a recordable assignment of the mortgage to the holder. Whatever steps are required in order to enforce a mortgage in the absence of a recordable assignment are the province of real property law. The matter is addressed, in part, in the discussion of Question 4 below.) 44 Official Comment 9 to UCC § 9-203 confirms this point: "Subsection (g) codifies the common-law rule that a transfer of an obligation secured by a security interest or other lien on personal or real property also transfers the security interest or lien." Pursuant to UCC § 1-302(a), the parties to the transaction may agree that an interest in the mortgage securing the note does not accompany the note, but such an agreement is unlikely. See, *e.g.*, Restatement
(3d), Property (Mortgages) § 5.4, comment *a* ("It is conceivable that on rare occasions a mortgagee will wish to disassociate the obligation and the mortgage, but that result should follow only upon evidence that the parties to the transfer so agreed.").

in the mortgage securing the note is also perfected,[45] with result that the right of the secured party is senior to the rights of a person who then or later becomes a lien creditor of the seller of (or other grantor of a security interest in) the note. Neither of these rules, however, determines the ranking of rights in the underlying real property itself, or the effect of recordation or nonrecordation in the real property recording system on enforcement of the mortgage.[46]

Illustration:

10. Same facts as Illustration 9. The signed writing was silent regarding the mortgage

securing the note and the parties made no other agreement regarding the mortgage. The attachment of Funder's curiosity about the rights of Payee in the note also constitutes attachment of a pursuit in the rights of Payee in the mortgage. UCC § 9-203(g).

Question Four - What Actions May a Person to Whom an Interest in a Mortgage Note Has Been Transferred, but Who Has not Taken a Recordable Assignment of the Mortgage, Take in Order to Become the Assignee of Record of the Mortgage Securing the Note?

In a few states, an event with-out a recorded fascination with a mortgage might not enforce the mortgage non-judicially. Such states, even although the buyer of a mortgage note (or a creditor to whom a protection fascination with the note has been granted to secure an obligation) automatically obtains corresponding rights in the mortgage,[47] this can be insufficient as a matter of applicable property law allow that buyer or secured creditor to enforce the mortgage upon default of the maker if the customer or secured creditor does not need a recordable assignment. The customer and other secured party may attempt to acquire this kind of recordable assignment from owner or debtor during the time it seeks to enforce the mortgage, but this kind of attempt might be unsuccessful.[48]

Article 9 of the UCC provides this kind of buyer or secured creditor a mechanism where it may record its fascination with the realty records to be able to conduct a non-judicial foreclosure.

UCC Section 9-607(b) provides that "if necessary allow a secured party [including the customer of a mortgage note] to exercise. The best of [its transferor]to enforce a mortgage non-judicially," the secured party may record at the office in that the mortgage is recorded

(i) a copy of the security agreement transferring a pursuit in the note to the secured party and

(ii) the secured

45 See Official Comment 6 to UCC § 9-308, which also observes that "this result helps prevent the separation of the mortgage (or other lien) from the note." Note also that, as explained in Official Comment 7 to UCC § 9-109, "It also follows from [UCC § 9-109(b)] that an attempt to obtain or perfect a security interest in a secured obligation by complying with non-Article 9 law, as by an assignment of record of a real-property mortgage, would be ineffective."

46 Similarly, Official Comment 6 to UCC § 9-308 states that "this Article does not determine who has the power to release a mortgage of record. That issue is determined by real-property law."

47 See discussion of Question Three, *supra.*

48 In some cases, the seller or debtor may no longer be in business. In other cases, it may simply be unresponsive to requests for execution of documents with respect to a transaction in which it no longer has an economic interest. Moreover, in cases in which mortgage note was collateral for an obligation owed to the secured party, the defaulting debtor may simply be unwilling to assist its secured party. See Official Comment 8 to UCC § 9-607.

party's sworn affidavit in recordable form stating that default has occurred49 and that the secured party is eligible to enforce the mortgage non-judicially.50

Illustration:

11. Same facts as Illustration 10.

Maker has defaulted on the note and mortgage and Funder wish to enforce the mortgage non-judicially. In the relevant state, however, merely a party with a recorded fascination with a mortgage may enforce it non-judicially. Funder may record in the relevant mortgage recording office a copy of the signed writing pursuant to that the note was sold to Funder and a sworn affidavit stating that Maker has defaulted and that Funder is eligible for enforce the mortgage non-judicially. UCC § 9-607(b).

Summary

The Uniform Commercial Code provides four sets of rules that determine matters that are essential in the context of enforcement of mortgage notes and the mortgages that secure them:

- First, in case of a mortgage note that's a negotiable instrument. The Article 3 of the UCC determines the identity of the one, who is eligible to enforce the note, and to whom the maker owes its payment obligation; payment to the individual eligible to enforce the note discharges the maker's obligation, but failure to pay for that party once the note is born constitutes dishonor.

- Second, for both negotiable and non-negotiable mortgage notes, Article 9 of the UCC determines whether a transferee of the note from its owner has obtained an attached property right in the note.

- Third, Article 9 of the UCC provides a transferee of a mortgage note whose property right in the note has attached also automatically comes with an attached property right in the mortgage that secures the note.

- Finally, Article 9 of the UCC supplies a mechanism through which the master of an email and the mortgage securing it might, upon default of the maker of the note, the record its fascination with the mortgage in the realty records to be able to conduct a non-judicial foreclosure.

As noted previously, these UCC rules don't resolve all issues in this field. The enforcement of real-estate mortgages by foreclosure is primarily the province of a state's real property law, but legal determinations made pursuant to the four sets of UCC rules described in this Report will oftentimes, be central to administration of the law. Such cases, proper application of real property law requires proper application of the UCC rules discussed in this Report.

49 The 2010 amendments to Article 9 (see fn. 8, *supra*) add language to this provision to clarify that "default," in this context, means default with respect to the note or other obligation secured by the mortgage.

50 UCC § 9-607(b) does not address other conditions that must be satisfied for judicial or non-judicial enforcement of a mortgage.