EXHIBIT 4.1  
  
  
  
  
 [EXECUTION COPY]  
  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.,  
  
 as Depositor and Master Servicer  
  
 and  
  
 U.S. BANK NATIONAL ASSOCIATION,  
  
 as Trustee  
  
 and  
  
 CHRISTIANA BANK & TRUST COMPANY,  
  
 as Delaware Trustee  
  
  
 POOLING AND SERVICING AGREEMENT  
  
 $595,181,706.23  
  
 Washington Mutual Mortgage Securities Corp.  
  
 WaMu Mortgage Pass-Through Certificates  
  
 Series 2004-S3  
  
 Cut-Off Date: June 1, 2004  
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This Pooling and Servicing Agreement, dated and effective as of June 1, 2004  
(this "Agreement"), is executed by and among Washington Mutual Mortgage  
Securities Corp., as depositor and Master Servicer (the "Company"), U.S. Bank  
National Association, a national banking association with a corporate trust  
office at Xxx Xxxxxxx Xxxxxx, Xxxxx Xxxxx, Xxxxxx, XX 00000, as Trustee (the  
"Trustee"), and Christiana Bank & Trust Company, as Delaware Trustee (the  
"Delaware Trustee"). Capitalized terms used in this Agreement and not otherwise  
defined have the meanings ascribed to such terms in Article I hereof.  
  
 PRELIMINARY STATEMENT  
  
The Company at the Closing Date is the owner of the Mortgage Loans and the other  
property being conveyed by it to the Trust. On the Closing Date, the Company  
will acquire the REMIC I Regular Interests and the Class R-1 Residual Interest  
from the Trust as consideration for its transfer to the Trust of the Mortgage  
Loans and certain other assets and will be the owner of the REMIC I Regular  
Interests and the Class R-1 Residual Interest. Thereafter on the Closing Date,  
the Company will acquire the Certificates (other than the Class R Certificates)  
and the Class R-2 Residual Interest from the Trust as consideration for its  
transfer to the Trust of the REMIC I Regular Interests and will be the owner of  
the Certificates. The Company has duly authorized the execution and delivery of  
this Agreement to provide for (i) the conveyance to the Trust of the Mortgage  
Loans and certain other assets, (ii) the issuance to the Company of the REMIC I  
Regular Interests and the Class R-1 Residual Interest representing in the  
aggregate the entire beneficial interest in REMIC I, (iii) the conveyance to the  
Trust of the REMIC I Regular Interests and (iv) the issuance to the Company of  
the Certificates, such Certificates (other than the portion of the Class R  
Certificates representing ownership of the Class R-1 Residual Interest)  
representing in the aggregate the entire beneficial interest in REMIC II. The  
Company is entering into this Agreement, and the Trustee and the Delaware  
Trustee are each accepting the trust created hereby, for good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged.  
  
The Certificates issued hereunder, other than the Junior Subordinate  
Certificates, have been offered for sale pursuant to a Prospectus, dated  
February 10, 2004, and a Prospectus Supplement, dated June 21, 2004, of the  
Company (together, the "Prospectus"). The Junior Subordinate Certificates have  
been offered for sale pursuant to a Private Placement Memorandum, dated June 24,  
2004. The Trust created hereunder is intended to be the "Trust" described in the  
Prospectus and the Private Placement Memorandum and the Certificates are  
intended to be the "Certificates" described therein. The following tables set  
forth the designation, type of interest, Certificate Interest Rate, initial  
Class Principal Balance and Final Maturity Date for the REMIC I Regular  
Interests, the Class R Residual Interests and the Certificates:  
  
  
  
  
  
 1  
 REMIC I Interests  
 Class Designation  
 for each REMIC I  
 Regular Interest Certificate Initial Class  
 and the Class R-1 Type of Interest Principal  
 Residual Interest Interest Rate (1) Balance Final Maturity Date\*  
---------------------- ------------ -------------------- -------------------- ------------------------  
Class C-Y-1 Regular 5.000% $ 62,773.97 July 2034  
Class C-Y-2 Regular 5.500% 192,359.66 July 2034  
Class C-Y-3 Regular 6.000% 40,769.95 July 2034  
Class C-Z-1 Regular 5.000% 125,485,170.49 July 2034  
Class C-Z-2 Regular 5.500% 386,723,498.55 July 2034  
Class C-Z-3 Regular 6.000% 81,964,676.61 July 2034  
Class X-M Regular 6.000%(2) ----- July 2034  
Class P-M Regular (3) $712,357.28 July 2034  
Class R-1+ Residual 5.000% 100.00 July 2034  
  
\* The Distribution Date in the specified month, which is the month  
 following the month the latest maturing Mortgage Loan in the related  
 Subgroup matures. For federal income tax purposes, for each Class of  
 REMIC I Regular and Residual Interests, the "latest possible maturity  
 date" shall be the Final Maturity Date.  
+ The Class R-1 Residual Interest is entitled to receive the applicable  
 Residual Distribution Amount and any Excess Liquidation Proceeds.  
(1) Interest distributed to the REMIC I Regular Interests (other than the  
 Class P-M Regular Interest, which shall not be entitled to receive any  
 distributions of interest) and the Class R-1 Residual Interest on each  
 Distribution Date will have accrued at the applicable per annum  
 Certificate Interest Rate on the applicable Class Principal Balance or  
 Class Notional Amount outstanding immediately before such Distribution  
 Date.  
(2) The Class X-M Regular Interest shall accrue interest on the Class X  
 Notional Amount. The Class X-M Regular Interest shall not be entitled  
 to receive any distributions of principal.  
(3) The Class P-M Regular Interest shall not be entitled to receive any  
 distributions of interest.  
  
  
As provided herein, with respect to REMIC I, the Company will cause an election  
to be made on behalf of REMIC I to be treated for federal income tax purposes as  
a REMIC. The REMIC I Regular Interests will be designated regular interests in  
REMIC I and the Class R-1 Residual Interest will be designated the sole class of  
residual interest in REMIC I, for purposes of the REMIC Provisions.  
  
  
  
 2  
 REMIC II Interests  
  
  
 Class Designation for  
 each Class of Certificate Initial Class  
 Certificates and the Type of Interest Principal Final Maturity  
 Class R-2 Residual Interest Rate (1) Balance Date\*  
 Interest  
 ------------------------ ------------ -------------------- -------------------- ------------------------  
 Class 1-A-1 Regular 5.000% $ 83,770,000.00 July 2034  
 Class 1-A-2 Regular 5.000% 8,557,000.00 July 2034  
 Class 1-A-3 Regular 5.000% 5,219,000.00 July 2034  
 Class 1-A-4 Regular 5.000%(2) 11,848,000.00 July 2034  
 Class 1-A-5 Regular 5.000% 12,014,000.00 July 2034  
 Class 1-A-6 Regular 5.000% 541,000.00 July 2034  
 Class 2-A-1 Regular 5.500% 154,981,000.00 July 2034  
 Class 2-A-2 Regular (3) 34,848,734.00 July 2034  
 Class 2-A-3 Regular (4) 12,672,266.00 July 2034  
 Class 2-A-4 Regular 5.500% 35,868,000.00 July 2034  
 Class 2-A-5 Regular 5.500% 53,471,000.00 July 2034  
 Class 2-A-6 Regular 5.500%(5) 45,355,000.00 July 2034  
 Class 2-A-7 Regular 5.500% 36,831,000.00 July 2034  
 Class 2-A-8 Regular 5.500% 1,861,000.00 July 2034  
 Class 3-A-1 Regular 6.000% 66,552,000.00 July 2034  
 Class 3-A-2 Regular 6.000%(6) 4,916,000.00 July 2034  
 Class 3-A-3 Regular 6.000% 8,200,000.00 July 2034  
 Class X Regular 6.000%(7) ----- July 2034  
 Class P Regular (8) 712,357.28 July 2034  
 Class B-1 Regular Variable(9) 8,631,000.00 July 2034  
 Class B-2 Regular Variable(9) 3,274,000.00 July 2034  
 Class B-3 Regular Variable(9) 1,785,000.00 July 2034  
 Class B-4 Regular Variable(9) 1,488,000.00 July 2034  
 Class B-5 Regular Variable(9) 1,191,000.00 July 2034  
 Class B-6 Regular Variable(9) 595,249.23 July 2034  
 Class R-2 (10) Residual ----- ----- July 2034  
  
\* The Distribution Date in the specified month, which is the month  
 following the month the latest maturing Mortgage Loan in the related  
 Subgroup (or Subgroups, as applicable) matures. For federal income tax  
 purposes, for each Class of REMIC II Regular and Residual Interests,  
 the "latest possible maturity date" shall be the Final Maturity Date.  
(1) Interest distributed on each Distribution Date to the Certificates  
 (other than the Class P Certificates, which shall not be entitled to  
 receive any distributions of interest) will have accrued at the  
 applicable per annum Certificate Interest Rate on the applicable Class  
 Principal Balance or Class Notional Amount outstanding immediately  
 before such Distribution Date.  
(2) On each Distribution Date on or before the Class 1-A-4 Accretion  
 Termination Date, an amount equal to the Class 1-A-4 Accrual Amount  
 shall be added to the Class 1-A-4 Principal Balance, and such amount  
 shall be distributed as principal to certain Classes of Subgroup 1  
 Certificates and shall not be distributed as interest to the Class  
 1-A-4 Certificates.  
(3) The Certificate Interest Rate for the Class 2-A-2 Certificates shall  
 equal LIBOR plus 0.650%, subject to a minimum and maximum Certificate  
 Interest Rate of 0.650% and 7.500% per annum, respectively.  
(4) The Certificate Interest Rate for the Class 2-A-3 Certificates shall  
 equal 18.8375009568% minus the product of LIBOR and 2.7500001973,  
 subject to a minimum and maximum Certificate Interest Rate of 0.000%  
 and 18.8375009568% per annum, respectively.  
(5) On each Distribution Date on or before the Class 2-A-6 Accretion  
 Termination Date, an amount equal to the Class 2-A-6 Accrual Amount  
 shall be added to the Class 2-A-6 Principal Balance, and such amount  
 shall be distributed as principal to certain Classes of Subgroup 2  
 Certificates and shall not be distributed as interest to the Class  
 2-A-6 Certificates.  
  
 3  
(6) On each Distribution Date on or before the Class 3-A-2 Accretion  
 Termination Date, an amount equal to the Class 3-A-2 Accrual Amount  
 shall be added to the Class 3-A-2 Principal Balance, and such amount  
 shall be distributed as principal to certain Classes of Subgroup 3  
 Certificates and shall not be distributed as interest to the Class  
 3-A-2 Certificates.  
(7) The Class X Certificates shall accrue interest on the Class X Notional  
 Amount. The Class X Certificates shall not be entitled to receive any  
 distributions of principal.  
(8) The Class P Certificates shall not be entitled to receive any  
 distributions of interest. (9) The Certificate Interest Rate for each  
 Class of the Class B Certificates shall equal, on any Distribution  
 Date, the weighted average of the Certificate Interest Rates for the  
 Class C-Y-1, Class C-Y-2 and Class C-Y-3 Regular Interests.  
(10) The Class R-2 Residual Interest shall be entitled to receive the  
 applicable Residual Distribution Amount. The Class R-2 Residual  
 Interest shall not be entitled to receive any distributions of interest  
 or principal.  
  
As provided herein, with respect to REMIC II, the Company will cause an election  
to be made on behalf of REMIC II to be treated for federal income tax purposes  
as a REMIC. The Certificates (other than the Class R Certificates) will be  
designated regular interests in REMIC II, and the Class R-2 Residual Interest  
will be designated the sole class of residual interest in REMIC II, for purposes  
of the REMIC Provisions. As of the Cut-Off Date, the Mortgage Loans have an  
aggregate Principal Balance of $595,181,706.50 and the Certificates have an  
Aggregate Certificate Principal Balance of $595,181,706.23.  
  
In addition, the Trust will issue the Class R Certificates, which will represent  
ownership of the Class R-1 and Class R-2 Residual Interests.  
  
  
 W I T N E S S E T H :  
  
WHEREAS, the Company is a corporation duly organized and existing under and by  
virtue of the laws of the State of Delaware and has full corporate power and  
authority to enter into this Agreement and to undertake the obligations  
undertaken by it herein;  
  
WHEREAS, the Trustee is a national banking association duly organized and  
existing under the laws of the United States of America and has full power and  
authority to enter into this Agreement;  
  
WHEREAS, the Delaware Trustee is a banking corporation duly organized and  
existing under the laws of the State of Delaware and has full power and  
authority to enter into this Agreement;  
  
WHEREAS, prior to the execution and delivery hereof, the Company and the  
Delaware Trustee have entered into the Original Trust Agreement, and the  
Delaware Trustee has filed the Certificate of Trust;  
  
WHEREAS, it is the intention of the Company, the Trustee and the Delaware  
Trustee that the Trust created by this Agreement constitute a statutory trust  
under the Statutory Trust Statute, that this Agreement constitute the governing  
instrument of the Trust, and that this Agreement amend and restate the Original  
Trust Agreement;  
  
WHEREAS, the Company is the owner of the Mortgage Loans identified in the  
Mortgage Loan Schedule hereto having unpaid Principal Balances on the Cut-Off  
Date as stated therein; and  
  
 4  
WHEREAS, the Company has been duly authorized to create the Trust to (i) hold  
the Mortgage Loans and certain other property, (ii) issue the REMIC I Regular  
Interests and the Class R-1 Residual Interest, (iii) hold the REMIC I Regular  
Interests and (iv) issue the Certificates.  
  
NOW, THEREFORE, in order to declare the terms and conditions upon which the  
REMIC I Regular Interests, the Class R Residual Interests and the Certificates  
are to be issued, and in consideration of the premises and of the purchase and  
acceptance of the Certificates by the Holders thereof, the Company covenants and  
agrees with the Trustee and the Delaware Trustee, for the equal and  
proportionate benefit of the respective Holders from time to time of the REMIC I  
Regular Interests and the Certificates, as applicable, as follows:  
  
  
 ARTICLE I  
  
SECTION 1.01. Definitions.  
  
Whenever used in this Agreement, the following words and phrases, unless the  
context otherwise requires, shall have the following meanings:  
  
Aggregate Certificate Principal Balance: At any given time, the sum of the then  
current Class Principal Balances of the Certificates.  
  
Appraised Value: The amount set forth in an appraisal made by or for (a) the  
mortgage originator in connection with its origination of each Mortgage Loan  
(including a Mortgage Loan originated to refinance mortgage debt), (b) with  
respect to a Mortgage Loan originated to refinance mortgage debt, the originator  
of the mortgage debt that was refinanced or (c) the Servicer, at any time, in  
accordance with the Selling and Servicing Contract.  
  
Assignment of Proprietary Lease: With respect to a Cooperative Loan, the  
assignment or mortgage of the related Cooperative Lease from the Mortgagor to  
the originator of the Cooperative Loan.  
  
Authenticating Agent: Any authenticating agent appointed by the Trustee pursuant  
to Section 8.11.  
  
Authorized Denomination: With respect to the Certificates (other than the Class  
X and Class R Certificates), an initial Certificate Principal Balance equal to  
$25,000 and multiples of $1 in excess thereof, except that one Certificate of  
each Class of the Junior Subordinate Certificates may be issued in an amount  
that is not an integral multiple of $1. With respect to the Class X  
Certificates, a Class Notional Amount as of the Cut-Off Date equal to $100,000  
and multiples of $1 in excess thereof. With respect to the Class R Certificates,  
one Certificate with a Percentage Interest equal to 0.01% and one Certificate  
with a Percentage Interest equal to 99.99%.  
  
 5  
Bankruptcy Coverage: $100,000 less (a) any scheduled or permissible reduction in  
the amount of Bankruptcy Coverage pursuant to the second paragraph of this  
definition and (b) Bankruptcy Losses allocated to the Certificates.  
  
The Bankruptcy Coverage may be reduced upon written confirmation from the Rating  
Agencies that such reduction will not adversely affect the then current ratings  
assigned to the Certificates by the Rating Agencies.  
  
Bankruptcy Loss: A loss on a Mortgage Loan arising out of (i) a reduction in the  
scheduled Monthly Payment for such Mortgage Loan by a court of competent  
jurisdiction in a case under the United States Bankruptcy Code, other than any  
such reduction that arises out of clause (ii) of this definition of "Bankruptcy  
Loss," including, without limitation, any such reduction that results in a  
permanent forgiveness of principal, or (ii) with respect to any Mortgage Loan, a  
valuation, by a court of competent jurisdiction in a case under such Bankruptcy  
Code, of the related Mortgaged Property in an amount less than the then  
outstanding Principal Balance of such Mortgage Loan.  
  
Beneficial Holder: A Person holding a beneficial interest in any Book-Entry  
Certificate as or through a DTC Participant or an Indirect DTC Participant or a  
Person holding a beneficial interest in any Definitive Certificate.  
  
Benefit Plan Opinion: With respect to any Certificate presented for registration  
in the name of any Person, an Opinion of Counsel acceptable to and in form and  
substance satisfactory to the Trustee and the Company to the effect that the  
purchase or holding of such Certificate is permissible under applicable law,  
will not constitute or result in a non-exempt prohibited transaction under  
Section 406 of ERISA or Section 4975 of the Code, and will not subject the  
Trust, the Trustee, the Delaware Trustee, the Master Servicer or the Company to  
any obligation or liability (including obligations or liabilities under Section  
406 of ERISA or Section 4975 of the Code) in addition to those undertaken in  
this Agreement, which Opinion of Counsel shall not be an expense of the Trust,  
the Trustee, the Delaware Trustee, the Master Servicer or the Company.  
  
Book-Entry Certificates: The Class A, Class X, Class P and Senior Subordinate  
Certificates, beneficial ownership and transfers of which shall be made through  
book entries as described in Section 5.07.  
  
Business Day: Any day other than a Saturday, a Sunday, or a day on which banking  
institutions in Stockton, California, Chicago, Illinois, New York, New York,  
Seattle, Washington, St. Xxxx, Minnesota or any city in which the Corporate  
Trust Office is located are authorized or obligated by law or executive order to  
be closed.  
  
Buydown Agreement: An agreement between a Person and a Mortgagor pursuant to  
which such Person has provided a Buydown Fund.  
  
Buydown Fund: A fund provided by the originator of a Mortgage Loan or another  
Person with respect to a Buydown Loan which provides an amount sufficient to  
subsidize regularly scheduled principal and interest payments due on such  
Buydown Loan for a period. Buydown Funds may be (i) funded at the par values of  
future payment subsidies, or (ii) funded in an amount less than the par values  
of future payment subsidies, and determined by discounting such par values in  
  
  
 6  
accordance with interest accruing on such amounts, in which event they will be  
deposited in an account bearing interest. Buydown Funds may be held in a  
separate Buydown Fund Account or may be held in a Custodial Account for P&I or a  
Custodial Account for Reserves and monitored by a Servicer.  
  
Buydown Fund Account: A separate account or accounts created and maintained  
pursuant to Section 3.02 (a) with the corporate trust department of the Trustee  
or another financial institution approved by the Master Servicer, (b) within  
FDIC insured accounts (or other accounts with comparable insurance coverage  
acceptable to the Rating Agencies) created, maintained and monitored by a  
Servicer or (c) in a separate non-trust account without FDIC or other insurance  
in an Eligible Institution. Such account or accounts may be non-interest bearing  
or may bear interest. In the event that a Buydown Fund Account is established  
pursuant to clause (b) of the preceding sentence, amounts held in such Buydown  
Fund Account shall not exceed the level of deposit insurance coverage on such  
account; accordingly, more than one Buydown Fund Account may be established.  
  
Buydown Loan: A Mortgage Loan for which the Mortgage Interest Rate has been  
subsidized through a Buydown Fund provided at the time of origination of such  
Mortgage Loan.  
  
Carry-Forward Subsequent Recoveries Amount: For any Distribution Date and any  
Subgroup, the excess, if any, of (i) the Subsequent Recoveries for such  
Distribution Date for such Subgroup over (ii) the amount by which the Class  
Principal Balance of the Class of Subordinate Certificates with the lowest  
priority is increased in respect of Subsequent Recoveries for such Subgroup on  
such Distribution Date pursuant to the definition of "Class Principal Balance"  
herein.  
  
Certificate: Any one of the Certificates issued pursuant to this Agreement,  
executed by the Trustee and authenticated by or on behalf of the Trustee  
hereunder in substantially one of the forms set forth in Exhibit A and B hereto.  
The additional matter appearing in Exhibit H shall be deemed incorporated into  
Exhibit A as though set forth at the end of such Exhibit.  
  
Certificate Account: The separate trust account created and maintained with the  
Trustee, the Investment Depository or any other bank or trust company acceptable  
to the Rating Agencies which is incorporated under the laws of the United States  
or any state thereof pursuant to Section 3.04, which account shall bear a  
designation clearly indicating that the funds deposited therein are held in  
trust for the benefit of the Trust or any other account serving a similar  
function acceptable to the Rating Agencies. Funds in the Certificate Account may  
be invested in Eligible Investments pursuant to Section 3.04(b) and reinvestment  
earnings thereon shall be paid to the Master Servicer as additional servicing  
compensation. Funds deposited in the Certificate Account (exclusive of the  
Master Servicing Fee) shall be held in trust for the Certificateholders and for  
the uses and purposes set forth in Section 2.01, Section 3.04, Section 3.05,  
Section 4.01 and Section 4.04.  
  
Certificateholder or Holder: With respect to the Certificates, the person in  
whose name a Certificate is registered in the Certificate Register, except that,  
solely for the purposes of giving any consent pursuant to this Agreement, any  
  
  
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Certificate registered in the name of the Company, the Master Servicer or any  
affiliate thereof shall be deemed not to be outstanding and the Percentage  
Interest evidenced thereby shall not be taken into account in determining  
whether the requisite percentage of Percentage Interests necessary to effect any  
such consent has been obtained; provided, that the Trustee may conclusively rely  
upon an Officer's Certificate to determine whether any Person is an affiliate of  
the Company or the Master Servicer. With respect to the REMIC I Regular  
Interests, the owner of the REMIC I Regular Interests, which as of the Closing  
Date shall be the Trust.  
  
Certificate Interest Rate: For each Class of Certificates and REMIC I Regular  
Interests, the per annum rate set forth as the Certificate Interest Rate for  
such Class in the Preliminary Statement hereto.  
  
Certificate of Trust: The certificate of trust filed with respect to the Trust  
with the Secretary of State in accordance with Section 3810(a) of the Statutory  
Trust Statute.  
  
Certificate Principal Balance: For each Certificate of any Class, the portion of  
the related Class Principal Balance, if any, represented by such Certificate.  
  
Certificate Register and Certificate Registrar: The register maintained and the  
registrar appointed, respectively, pursuant to Section 5.03.  
  
Class: All REMIC I Regular Interests or the Class R-1 Residual Interest having  
the same priority and rights to payments on the Mortgage Loans from the REMIC I  
Available Distribution Amount, and all REMIC II Regular Interests or the Class  
R-2 Residual Interest having the same priority and rights to payments on the  
REMIC I Regular Interests from the REMIC II Available Distribution Amount, as  
applicable, which REMIC I Regular Interests, REMIC II Regular Interests and  
Class R Residual Interests, as applicable, shall be designated as a separate  
Class, and which, in the case of the Certificates (including the Class R  
Certificates representing ownership of the Class R Residual Interests), shall be  
set forth in the applicable forms of Certificates attached hereto as Exhibits A  
and B. Each Class of REMIC I Regular Interests and the Class R-1 Residual  
Interest shall be entitled to receive the amounts allocated to such Class  
pursuant to the definition of "REMIC I Distribution Amount" only to the extent  
of the REMIC I Available Distribution Amount for such Distribution Date  
remaining after distributions in accordance with prior clauses of the definition  
of "REMIC I Distribution Amount," and each Class of REMIC II Regular Interests  
and the Class R-2 Residual Interest shall be entitled to receive the amounts  
allocated to such Class pursuant to the definition of "REMIC II Distribution  
Amount" only to the extent of the REMIC II Available Distribution Amount for  
such Distribution Date remaining after distributions in accordance with prior  
clauses of the definition of "REMIC II Distribution Amount."  
  
Class A Certificates: The Subgroup 1, Subgroup 2 and Subgroup 3 Certificates.  
  
Class 1-A-1 Certificates: The Certificates designated as "Class 1-A-1" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 1-A-2 Certificates: The Certificates designated as "Class 1-A-2" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
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Class 1-A-3 Certificates: The Certificates designated as "Class 1-A-3" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 1-A-4 Accretion Termination Date: The earlier to occur of (i) the  
Distribution Date on which the Class 1-A-2 and Class 1-A-3 Principal Balances  
have each been reduced to zero and (ii) the Credit Support Depletion Date.  
  
Class 1-A-4 Accrual Amount: For any Distribution Date, an amount equal to the  
amounts that would be payable to the Class 1-A-4 Certificates as interest on  
such Distribution Date pursuant to clauses (I)(a)(ii) and (I)(a)(iii)(a) of the  
definition of "REMIC II Distribution Amount" without regard to the provisos in  
such clauses. Notwithstanding the foregoing, for any Distribution Date after the  
Class 1-A-4 Accretion Termination Date, the Class 1-A-4 Accrual Amount shall be  
zero.  
  
Class 1-A-4 Certificates: The Certificates designated as "Class 1-A-4" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 1-A-5 Certificates: The Certificates designated as "Class 1-A-5" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 1-A-6 Certificates: The Certificates designated as "Class 1-A-6" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-1 Certificates: The Certificates designated as "Class 2-A-1" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-2 Certificates: The Certificates designated as "Class 2-A-2" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-3 Certificates: The Certificates designated as "Class 2-A-3" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-4 Certificates: The Certificates designated as "Class 2-A-4" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-5 Certificates: The Certificates designated as "Class 2-A-5" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-6 Accretion Termination Date: The earlier to occur of (i) the  
Distribution Date on which the Class 2-A-4 and Class 2-A-5 Principal Balances  
have each been reduced to zero and (ii) the Credit Support Depletion Date.  
  
Class 2-A-6 Accrual Amount: For any Distribution Date, an amount equal to the  
amounts that would be payable to the Class 2-A-6 Certificates as interest on  
such Distribution Date pursuant to clauses (I)(b)(i) and (I)(b)(ii)(a) of the  
definition of "REMIC II Distribution Amount" without regard to the provisos in  
such clauses. Notwithstanding the foregoing, for any Distribution Date after the  
Class 2-A-6 Accretion Termination Date, the Class 2-A-6 Accrual Amount shall be  
zero.  
  
  
  
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Class 2-A-6 Certificates: The Certificates designated as "Class 2-A-6" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-7 Certificates: The Certificates designated as "Class 2-A-7" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 2-A-8 Certificates: The Certificates designated as "Class 2-A-8" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 3-A-1 Certificates: The Certificates designated as "Class 3-A-1" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 3-A-2 Accretion Termination Date: The earlier to occur of (i) the  
Distribution Date on which the Class 3-A-1 Principal Balance has been reduced to  
zero and (ii) the Credit Support Depletion Date.  
  
Class 3-A-2 Accrual Amount: For any Distribution Date, an amount equal to the  
amounts that would be payable to the Class 3-A-2 Certificates as interest on  
such Distribution Date pursuant to clauses (I)(c)(i) and (I)(c)(ii)(a) of the  
definition of "REMIC II Distribution Amount" without regard to the provisos in  
such clauses. Notwithstanding the foregoing, for any Distribution Date after the  
Class 3-A-2 Accretion Termination Date, the Class 3-A-2 Accrual Amount shall be  
zero.  
  
Class 3-A-2 Certificates: The Certificates designated as "Class 3-A-2" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class 3-A-3 Certificates: The Certificates designated as "Class 3-A-3" on the  
face thereof in substantially the form attached hereto as Exhibit A.  
  
Class B Certificates: The Class B-1, Class B-2, Class B-3, Class B-4, Class B-5  
and Class B-6 Certificates.  
  
Class B Percentage: For any date of determination, the aggregate Class Principal  
Balance of the Class B Certificates divided by the then outstanding aggregate  
Principal Balance of the Mortgage Loans.  
  
Class B-1 Certificates: The Certificates designated as "Class B-1" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class B-2 Certificates: The Certificates designated as "Class B-2" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class B-3 Certificates: The Certificates designated as "Class B-3" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class B-4 Certificates: The Certificates designated as "Class B-4" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
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Class B-5 Certificates: The Certificates designated as "Class B-5" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class B-6 Certificates: The Certificates designated as "Class B-6" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class C-Y Principal Reduction Amounts: For any Distribution Date, the amounts by  
which the Class Principal Balances of the Class C-Y-1, Class C-Y-2 and Class  
C-Y-3 Regular Interests, respectively, will be reduced on such Distribution Date  
by the allocation of Realized Losses and the distribution of principal,  
determined as described in Appendix 1.  
  
Class C-Y Regular Interests: The Class C-Y-1, Class C-Y-2 and Class C-Y-3  
Regular Interests.  
  
Class C-Y-1 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Y-1 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Y-1 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the portion, if any, of the Subsequent Recoveries for  
Subgroup 1 for such Distribution Date not included in the Class C-Z-1 Principal  
Distribution Amount pursuant to clause (B) of the definition thereof and (ii)  
the amount of Realized Losses allocated to the Class C-Y-1 Regular Interest on  
previous Distribution Dates (the amount in this clause (B)(ii) reduced by the  
amount, if any, calculated pursuant to this clause (B) for prior Distribution  
Dates).  
  
Class C-Y-1 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class C-Y-2 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Y-2 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Y-2 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the portion, if any, of the Subsequent Recoveries for  
Subgroup 2 for such Distribution Date not included in the Class C-Z-2 Principal  
Distribution Amount pursuant to clause (B) of the definition thereof and (ii)  
the amount of Realized Losses allocated to the Class C-Y-2 Regular Interest on  
previous Distribution Dates (the amount in this clause (B)(ii) reduced by the  
amount, if any, calculated pursuant to this clause (B) for prior Distribution  
Dates).  
  
Class C-Y-2 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class C-Y-3 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Y-3 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Y-3 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the portion, if any, of the Subsequent Recoveries for  
Subgroup 3 for such Distribution Date not included in the Class C-Z-3 Principal  
Distribution Amount pursuant to clause (B) of the definition thereof and (ii)  
the amount of Realized Losses allocated to the Class C-Y-3 Regular Interest on  
previous Distribution Dates (the amount in this clause (B)(ii) reduced by the  
amount, if any, calculated pursuant to this clause (B) for prior Distribution  
Dates).  
  
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Class C-Y-3 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class C-Z Principal Reduction Amounts: For any Distribution Date, the amounts by  
which the Class Principal Balances of the Class C-Z-1, Class C-Z-2 and Class  
C-Z-3 Regular Interests, respectively, will be reduced on such Distribution Date  
by the allocation of Realized Losses and the distribution of principal, which  
shall be in each case the excess of (A) the sum of (x) the excess of the REMIC I  
Available Distribution Amount for the related Subgroup (i.e. the "related  
Subgroup" for the Class C-Z-1 Regular Interest is Subgroup 1, the "related  
Subgroup" for the Class C-Z-2 Regular Interest is Subgroup 2 and the "related  
Subgroup" for the Class C-Z-3 Regular Interest is Subgroup 3) over the sum of  
the amounts thereof distributable (i) in the case of Subgroup 1, to the Class  
P-M and the Class R-1 Regular Interests, (ii) in the case of Subgroup 3, to the  
Class X-M Regular Interest, (iii) in respect of interest on such Class C-Z  
Regular Interest and the related Class C-Y Regular Interest and (iv) to such  
Class C-Z Regular Interest and the related Class C-Y Regular Interest pursuant  
to clause (d)(ii) of the definition of "REMIC I Distribution Amount" and (y) the  
amount of Realized Losses allocable to principal for the related Subgroup  
(reduced, in the case of Subgroup 1, by the portion of such amount allocable to  
the Class P-M Regular Interest) over (B) the Class C-Y Principal Reduction  
Amount for the related Subgroup.  
  
Class C-Z Regular Interests: The Class C-Z-1, Class C-Z-2 and Class C-Z-3  
Regular Interests.  
  
Class C-Z-1 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Z-1 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Z-1 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the Subsequent Recoveries for Subgroup 1 for such  
Distribution Date and (ii) the amount of Realized Losses allocated to the Class  
C-Z-1 Regular Interest on previous Distribution Dates (the amount in this clause  
(B)(ii) reduced by the amount, if any, calculated pursuant to this clause (B)  
for prior Distribution Dates).  
  
Class C-Z-1 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class C-Z-2 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Z-2 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Z-2 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the Subsequent Recoveries for Subgroup 2 for such  
Distribution Date and (ii) the amount of Realized Losses allocated to the Class  
C-Z-2 Regular Interest on previous Distribution Dates (the amount in this clause  
(B)(ii) reduced by the amount, if any, calculated pursuant to this clause (B)  
for prior Distribution Dates).  
  
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Class C-Z-2 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class C-Z-3 Principal Distribution Amount: For any Distribution Date, the sum of  
(A) the excess, if any, of the Class C-Z-3 Principal Reduction Amount for such  
Distribution Date over the principal portion of Realized Losses allocated to the  
Class C-Z-3 Regular Interest on such Distribution Date and (B) an amount equal  
to the lesser of (i) the Subsequent Recoveries for Subgroup 3 for such  
Distribution Date and (ii) the amount of Realized Losses allocated to the Class  
C-Z-3 Regular Interest on previous Distribution Dates (the amount in this clause  
(B)(ii) reduced by the amount, if any, calculated pursuant to this clause (B)  
for prior Distribution Dates).  
  
Class C-Z-3 Regular Interest: The uncertificated undivided beneficial interest  
in REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class Notional Amount: With respect to the Class X Certificates and the Class  
X-M Regular Interests, the Class X Notional Amount.  
  
Class P Certificates: The Certificates designated as "Class P" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class P Fraction: For each Class P Mortgage Loan, a fraction, the numerator of  
which is 5.000% less the Pass-Through Rate on such Class P Mortgage Loan and the  
denominator of which is 5.000%.  
  
Class P Mortgage Loan: Any Subgroup 1 Loan with a Pass-Through Rate of less than  
5.000% per annum.  
  
Class P-M Regular Interest: The uncertificated undivided beneficial interest in  
REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Class Principal Balance: For any Class of Certificates, for any Class of REMIC I  
Regular Interests and for the Class R-1 Residual Interest, the applicable  
initial Class Principal Balance therefor set forth in the Preliminary Statement  
hereto (or, in the case of the Class R Certificates, the Class Principal Balance  
of the Class R-1 Residual Interest), corresponding to the rights of such Class  
in payments of principal due to be passed through to the Certificateholders or  
the Holders of the REMIC I Regular Interests from principal payments on the  
Mortgage Loans or the REMIC I Regular Interests, as applicable, as reduced from  
time to time by (x) distributions of principal (including and Class 1-A-4, Class  
2-A-6 and Class 3-A-2 Accrual Amounts) to the Certificateholders or the Holders  
of the REMIC I Regular Interests of such Class and (y) the portion of Realized  
Losses allocated to the Class Principal Balance of such Class pursuant to the  
definition of "Realized Loss" (including amounts allocated as losses to the  
Class B Certificates pursuant to the fourth paragraph of the definition of  
"Realized Loss") with respect to a given Distribution Date. For any Distribution  
Date, the reduction of the Class Principal Balance of any Class of Certificates  
and REMIC I Regular Interests pursuant to the definition of "Realized Loss"  
shall be deemed effective after the determination and distribution of principal  
on such Class pursuant to the definitions of "REMIC I Distribution Amount" and  
"REMIC II Distribution Amount."  
  
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Notwithstanding the foregoing, (A) any amounts distributed in respect of losses  
pursuant to paragraph (I)(d)(i) or (I)(d)(ii) of the definition of "REMIC II  
Distribution Amount" shall not cause a reduction in the Class Principal Balance  
of the Class P Certificates, (B) any amounts distributed in respect of principal  
losses pursuant to paragraph (I)(d)(xxi) of the definition of "REMIC II  
Distribution Amount" shall not cause a reduction in the Class Principal Balances  
of the REMIC II Regular Interests, (C) any amounts distributed in respect of  
principal losses pursuant to clause (d)(i) of the definition of "REMIC I  
Distribution Amount" shall not cause a reduction in the Class Principal Balance  
of the Class P-M Regular Interest, (D) any amounts distributed in respect of  
principal losses pursuant to clause (d)(ii) of the definition of "REMIC I  
Distribution Amount" shall not cause a reduction in the Class Principal Balances  
of the REMIC I Regular Interests and (E) any amounts distributed to the REMIC I  
Regular Interests in respect of Subsequent Recoveries shall not cause a  
reduction in the Class Principal Balances of the REMIC I Regular Interests.  
  
In addition to the foregoing, on each Distribution Date, the Class Principal  
Balance of the Class of Subordinate Certificates with the lowest priority then  
outstanding shall be increased by an amount, for each Subgroup, equal to the  
lesser of (i) the Subsequent Recoveries for such Distribution Date for such  
Subgroup and (ii) the amount of Realized Losses for Mortgage Loans (or portions  
of Mortgage Loans) in such Subgroup allocated to such Class on previous  
Distribution Dates (the amount in this clause (ii) reduced by the amount, if  
any, by which such Class Principal Balance has been increased on prior  
Distribution Dates pursuant to this paragraph in respect of Subsequent  
Recoveries for such Subgroup).  
  
In addition to the foregoing, (i) on each Distribution Date on or before the  
Class 1-A-4 Accretion Termination Date, the Class Principal Balance of the Class  
1-A-4 Certificates shall be increased by the Class 1-A-4 Accrual Amount for such  
Distribution Date, (ii) on each Distribution Date on or before the Class 2-A-6  
Accretion Termination Date, the Class Principal Balance of the Class 2-A-6  
Certificates shall be increased by the Class 2-A-6 Accrual Amount for such  
Distribution Date and (iii) on each Distribution Date on or before the Class  
3-A-2 Accretion Termination Date, the Class Principal Balance of the Class 3-A-2  
Certificates shall be increased by the Class 3-A-2 Accrual Amount for such  
Distribution Date.  
  
The Class Principal Balance for the Class 1-A-1 Certificates shall be referred  
to as the "Class 1-A-1 Principal Balance," the Class Principal Balance for the  
Class 1-A-2 Certificates shall be referred to as the "Class 1-A-2 Principal  
Balance" and so on. The Class Principal Balances for the Class X Certificates  
and the Class X-M Regular Interest shall each be zero.  
  
Class R Certificates: The Certificates designated as "Class R" on the face  
thereof in substantially the form attached hereto as Exhibit B, representing  
ownership of the Class R-1 and Class R-2 Residual Interests, each of which Class  
of Residual Interests has been designated as the sole class of "residual  
interest" in REMIC I and REMIC II, respectively, pursuant to Section 2.06 and  
Section 2.11, respectively, for purposes of Section 860G(a)(2) of the Code.  
  
Class R Residual Interests: The Class R-1 and Class R-2 Residual Interests  
(which shall be transferable only as a unit evidenced by the Class R  
Certificates, in accordance with the applicable provisions of Section 5.01).  
  
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Class R-1 Residual Interest: The uncertificated undivided beneficial interest in  
REMIC I which has been designated as the single class of "residual interest" in  
REMIC I pursuant to Section 2.06. The Class R-1 Residual Interest, together with  
the REMIC I Regular Interests, shall be deemed to be a separate series of  
beneficial interests in the assets of the Trust consisting of the REMIC I Assets  
pursuant to Section 3806(b)(2) of the Statutory Trust Statute.  
  
Class R-2 Residual Interest: The uncertificated undivided beneficial interest in  
REMIC II which has been designated as the single class of "residual interest" in  
REMIC II pursuant to Section 2.11. The Class R-2 Residual Interest, together  
with the REMIC II Regular Interests, shall be deemed to be a separate series of  
beneficial interests in the assets of the Trust consisting of the REMIC II  
Assets pursuant to Section 3806(b)(2) of the Statutory Trust Statute.  
  
Class X Certificates: The Certificates designated as "Class X" on the face  
thereof in substantially the form attached hereto as Exhibit A.  
  
Class X Notional Amount: With respect to any Distribution Date, the product of  
(x) the aggregate scheduled principal balance, as of the second preceding Due  
Date after giving effect to payments scheduled to be received as of such Due  
Date, whether or not received (and after giving effect to Principal Prepayments,  
Monthly P&I Advances and the principal portion of Realized Losses applied prior  
to such Due Date), or with respect to the initial Distribution Date, as of the  
Cut-Off Date, of the Premium Rate Mortgage Loans and (y) a fraction, the  
numerator of which is the weighted average of the Stripped Interest Rates for  
the Premium Rate Mortgage Loans as of such Due Date and the denominator of which  
is 6.000%.  
  
Class X-M Regular Interest: The uncertificated undivided beneficial interest in  
REMIC I which constitutes a REMIC I Regular Interest and is entitled to  
distributions as set forth herein.  
  
Clean-Up Call Percentage: 5%.  
  
Clearing Agency: An organization registered as a "clearing agency" pursuant to  
Section 17A of the Securities Exchange Act of 1934, as amended, which initially  
shall be DTC.  
  
Closing Date: June 24, 2004, which is the date of settlement of the sale of the  
Certificates to the original purchasers thereof.  
  
Code: The Internal Revenue Code of 1986, as amended.  
  
Company: Washington Mutual Mortgage Securities Corp., a Delaware corporation, or  
its successor-in-interest.  
  
Compensating Interest: For any Distribution Date, the lesser of (i) the sum of  
(a) the aggregate Master Servicing Fee payable with respect to the Mortgage  
Loans on such Distribution Date, (b) the aggregate Payoff Earnings with respect  
to the Mortgage Loans for such Distribution Date and (c) the aggregate Payoff  
Interest with respect to the Mortgage Loans for such Distribution Date and (ii)  
the aggregate Uncollected Interest with respect to the Mortgage Loans for such  
Distribution Date.  
  
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Cooperative: A private, cooperative housing corporation which owns or leases  
land and all or part of a building or buildings, including apartments, spaces  
used for commercial purposes and common areas therein and whose board of  
directors authorizes, among other things, the sale of Cooperative Stock.  
  
Cooperative Apartment: A dwelling unit in a multi-dwelling building owned or  
leased by a Cooperative, which unit the Mortgagor has an exclusive right to  
occupy pursuant to the terms of a proprietary lease or occupancy agreement.  
  
Cooperative Lease: With respect to a Cooperative Loan, the proprietary lease or  
occupancy agreement with respect to the Cooperative Apartment occupied by the  
Mortgagor and relating to the related Cooperative Stock, which lease or  
agreement confers an exclusive right to the holder of such Cooperative Stock to  
occupy such apartment.  
  
Cooperative Loans: Any of the Mortgage Loans made in respect of a Cooperative  
Apartment, evidenced by a Mortgage Note and secured by (i) a Security Agreement,  
(ii) the related Cooperative Stock Certificate, (iii) an assignment or mortgage  
of the Cooperative Lease, (iv) financing statements and (v) a stock power (or  
other similar instrument), and ancillary thereto, a Recognition Agreement, each  
of which was transferred and assigned to the Trust pursuant to Section 2.04.  
  
Cooperative Stock: With respect to a Cooperative Loan, the single outstanding  
class of stock, partnership interest or other ownership instrument in the  
related Cooperative.  
  
Cooperative Stock Certificate: With respect to a Cooperative Loan, the stock  
certificate or other instrument evidencing the related Cooperative Stock.  
  
Corporate Trust Office: The corporate trust office of the Trustee, at which at  
any particular time its corporate trust business with respect to this Agreement  
shall be administered, which office at the date of the execution of this  
Agreement is located at Xxx Xxxxxxx Xxxxxx, Xxxxx Xxxxx, Xxxxxx, XX 00000,  
Attention: Corporate Trust Washington Mutual 2004-S3.  
  
Corporation: Any Person (other than an individual, partnership, joint venture or  
unincorporated organization) incorporated, associated, organized, chartered or  
existing under the laws of any state or under the federal laws of the United  
States of America; provided, that such Person have indefinite existence under  
the law of its domicile.  
  
Credit Support Depletion Date: The first Distribution Date on which the  
aggregate Class Principal Balance of the Class B Certificates has been or will  
be reduced to zero as a result of principal distributions thereon and the  
allocation of Realized Losses on such Distribution Date.  
  
Cumulative Carry-Forward Subsequent Recoveries Amount: For any Distribution Date  
and any Subgroup, the sum of (i) the Carry-Forward Subsequent Recoveries Amount  
for such Distribution Date for such Subgroup and (ii) the Carry-Forward  
Subsequent Recoveries Amounts for prior Distribution Dates for such Subgroup to  
the extent such Carry-Forward Subsequent Recoveries Amounts have not been  
applied in reduction of Realized Losses on prior Distribution Dates pursuant to  
the first paragraph of the definition of "Realized Loss" herein.  
  
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Curtailment: Any payment of principal on a Mortgage Loan, made by or on behalf  
of the related Mortgagor, other than a Monthly Payment, a Prepaid Monthly  
Payment or a Payoff, which is applied to reduce the outstanding principal  
balance of the Mortgage Loan. (Prepayment penalties are not payments of  
principal and hence Curtailments do not include prepayment penalties.)  
  
Curtailment Shortfall: For any Distribution Date and for any Curtailment applied  
with a Monthly Payment in the Prior Period other than a Prepaid Monthly Payment,  
an amount equal to one month's interest on such Curtailment at the applicable  
Pass-Through Rate on such Mortgage Loan.  
  
Custodial Account for P&I: The Custodial Account for principal and interest  
established and maintained by each Servicer pursuant to its Selling and  
Servicing Contract and caused by the Master Servicer to be established and  
maintained pursuant to Section 3.02 (a) with the corporate trust department of  
the Trustee or another financial institution approved by the Master Servicer  
such that the rights of the Master Servicer, the Trustee, the Trust, the  
Delaware Trustee and the Certificateholders thereto shall be fully protected  
against the claims of any creditors of the applicable Servicer and of any  
creditors or depositors of the institution in which such account is maintained,  
(b) within FDIC insured accounts (or other accounts with comparable insurance  
coverage acceptable to the Rating Agencies) created, maintained and monitored by  
a Servicer or (c) in a separate non-trust account without FDIC or other  
insurance in an Eligible Institution. In the event that a Custodial Account for  
P&I is established pursuant to clause (b) of the preceding sentence, amounts  
held in such Custodial Account for P&I shall not exceed the level of deposit  
insurance coverage on such account; accordingly, more than one Custodial Account  
for P&I may be established. Any amount that is at any time not protected or  
insured in accordance with the first sentence of this definition of "Custodial  
Account for P&I" shall promptly be withdrawn from such Custodial Account for P&I  
and be remitted to the Investment Account.  
  
Custodial Account for Reserves: The Custodial Account for Reserves established  
and maintained by each Servicer pursuant to its Selling and Servicing Contract  
and caused by the Master Servicer to be established and maintained pursuant to  
Section 3.02 (a) with the corporate trust department of the Trustee or another  
financial institution approved by the Master Servicer such that the rights of  
the Master Servicer, the Trustee, the Trust, the Delaware Trustee and the  
Certificateholders thereto shall be fully protected against the claims of any  
creditors of the applicable Servicer and of any creditors or depositors of the  
institution in which such account is maintained, (b) within FDIC insured  
accounts (or other accounts with comparable insurance coverage acceptable to the  
Rating Agencies) created, maintained and monitored by a Servicer or (c) in a  
separate non-trust account without FDIC or other insurance in an Eligible  
Institution. In the event that a Custodial Account for Reserves is established  
pursuant to clause (b) of the preceding sentence, amounts held in such Custodial  
Account for Reserves shall not exceed the level of deposit insurance coverage on  
such account; accordingly, more than one Custodial Account for Reserves may be  
established. Any amount that is at any time not protected or insured in  
accordance with the first sentence of this definition of "Custodial Account for  
Reserves" shall promptly be withdrawn from such Custodial Account for Reserves  
and be remitted to the Investment Account.  
  
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Custodial Agreement: The agreement, if any, between the Trustee and a Custodian  
(or the Trustee, a Custodian and the Master Servicer) providing for the  
safekeeping of the Mortgage Files on behalf of the Trust.  
  
Custodian: A custodian which is appointed by the Trustee with the consent of the  
Master Servicer, as provided in Article II hereof, pursuant to a Custodial  
Agreement. Any Custodian so appointed shall act as agent on behalf of the  
Trustee. The reasonable fees and expenses of the Custodian shall be paid by the  
Master Servicer. The Trustee shall remain at all times responsible under the  
terms of this Agreement, notwithstanding the fact that certain duties have been  
assigned to a Custodian.  
  
Cut-Off Date: June 1, 2004.  
  
Definitive Certificates: Certificates in definitive, fully registered and  
certificated form.  
  
Delaware Trustee: Christiana Bank & Trust Company, or its successor-in-interest  
as provided in Section 8.09, or any successor trustee appointed as herein  
provided.  
  
Depositary Agreement: The Letter of Representations, dated June 23, 2004 by and  
among DTC, the Trust and the Trustee. The Trustee is authorized to enter into  
the Depositary Agreement on behalf of the Trust.  
  
Destroyed Mortgage Note: A Mortgage Note the original of which (or a portion of  
the original of which) was permanently lost or destroyed and has not been  
replaced.  
  
Determination Date: A day not later than the 10th day preceding a related  
Distribution Date, as determined by the Master Servicer.  
  
Disqualified Organization: Any Person which is not a Permitted Transferee, but  
does not include any Pass-Through Entity which owns or holds a Residual  
Certificate and of which a Disqualified Organization, directly or indirectly,  
may be a stockholder, partner or beneficiary.  
  
Distribution Date: With respect to distributions on the REMIC I Regular  
Interests and the Certificates, the 25th day (or, if such 25th day is not a  
Business Day, the Business Day immediately succeeding such 25th day) of each  
month, with the first such date being July 26, 2004. The "related Due Date" for  
any Distribution Date is the Due Date immediately preceding such Distribution  
Date.  
  
DTC: The Depository Trust Company.  
  
DTC Participant: A broker, dealer, bank, other financial institution or other  
Person for whom DTC effects book-entry transfers and pledges of securities  
deposited with DTC.  
  
Due Date: The day on which the Monthly Payment for each Mortgage Loan is due.  
  
Eligible Institution: An institution having (i) the highest short-term debt  
rating, and one of the two highest long-term debt ratings of the Rating  
Agencies, (ii) with respect to any Custodial Account for P&I and special  
Custodial Account for Reserves, an unsecured long-term debt rating of at least  
one of the two highest unsecured long-term debt ratings of the Rating Agencies,  
(iii) with respect to any Buydown Fund Account or Custodial Account which also  
serves as a Buydown Fund Account, the highest unsecured long-term debt rating by  
the Rating Agencies, or (iv) the approval of the Rating Agencies. Such  
institution may be the Servicer if the applicable Selling and Servicing Contract  
requires the Servicer to provide the Master Servicer with written notice on the  
  
  
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Business Day following the date on which the Servicer determines that such  
Servicer's short-term debt and unsecured long-term debt ratings fail to meet the  
requirements of the prior sentence. Notwithstanding the foregoing, Washington  
Mutual Bank, FA shall be an "Eligible Institution" if the following conditions  
are satisfied: (i) Washington Mutual Bank, FA is acting as Servicer, (ii) if S&P  
is a Rating Agency as defined herein, the long-term unsecured debt obligations  
of Washington Mutual Bank, FA are rated no lower than "A-" by S&P and the  
short-term unsecured debt obligations of Washington Mutual Bank, FA are rated no  
lower than "A-2" by S&P, (iii) if Fitch is a Rating Agency as defined herein,  
the long-term unsecured debt obligations of Washington Mutual Bank, FA are rated  
no lower than "A" by Fitch and the short-term unsecured debt obligations of  
Washington Mutual Bank, FA are rated no lower than "F1" by Fitch and (iv) if  
Xxxxx'x is a Rating Agency as defined herein, the long-term unsecured debt  
obligations of Washington Mutual Bank, FA are rated no lower than "A2" by  
Moody's and the short-term unsecured debt obligations of Washington Mutual Bank,  
FA are rated no lower than "P-1" by Moody's; provided, that if the long-term or  
short-term unsecured debt obligations of Washington Mutual Bank, FA are  
downgraded by any of the Rating Agencies to a rating lower than the applicable  
rating specified in this sentence, Washington Mutual Bank, FA shall cease to be  
an "Eligible Institution" ten Business Days after notification of such  
downgrade.  
  
Eligible Investments: Any one or more of the obligations or securities listed  
below in which funds deposited in the Investment Account, the Certificate  
Account, the Custodial Account for P&I and the Custodial Account for Reserves  
may be invested:  
  
 (i) Obligations of, or guaranteed as to principal and interest by, the  
 United States or any agency or instrumentality thereof when such  
 obligations are backed by the full faith and credit of the United  
 States;  
  
 (ii) Repurchase agreements on obligations described in clause (i) of  
 this definition of "Eligible Investments," provided that the unsecured  
 obligations of the party (including the Trustee in its commercial  
 capacity) agreeing to repurchase such obligations have at the time one  
 of the two highest short term debt ratings of the Rating Agencies and  
 provided that such repurchaser's unsecured long term debt has one of  
 the two highest unsecured long term debt ratings of the Rating  
 Agencies;  
  
  
 (iii) Federal funds, certificates of deposit, time deposits and  
 bankers' acceptances of any U.S. bank or trust company incorporated  
 under the laws of the United States or any state (including the Trustee  
 in its commercial capacity), provided that the debt obligations of such  
 bank or trust company (or, in the case of the principal bank in a bank  
 holding company system, debt obligations of the bank holding company)  
 at the date of acquisition thereof have one of the two highest short  
 term debt ratings of the Rating Agencies and unsecured long term debt  
 has one of the two highest unsecured long term debt ratings of the  
 Rating Agencies;  
  
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 (iv) Obligations of, or obligations guaranteed by, any state of the  
 United States or the District of Columbia, provided that such  
 obligations at the date of acquisition thereof shall have the highest  
 long-term debt ratings available for such securities from the Rating  
 Agencies;  
  
 (v) Commercial paper of any corporation incorporated under the laws of  
 the United States or any state thereof, which on the date of  
 acquisition has the highest commercial paper rating of the Rating  
 Agencies, provided that the corporation has unsecured long term debt  
 that has one of the two highest unsecured long term debt ratings of the  
 Rating Agencies;  
  
 (vi) Securities (other than stripped bonds or stripped coupons) bearing  
 interest or sold at a discount that are issued by any corporation  
 incorporated under the laws of the United States or any state thereof  
 and have the highest long-term unsecured rating available for such  
 securities from the Rating Agencies; provided, however, that securities  
 issued by any such corporation will not be investments to the extent  
 that investment therein would cause the outstanding principal amount of  
 securities issued by such corporation that are then held as part of the  
 Investment Account or the Certificate Account to exceed 20% of the  
 aggregate principal amount of all Eligible Investments then held in the  
 Investment Account and the Certificate Account; and  
  
 (vii) Units of taxable money market funds (which may be 12b-1 funds, as  
 contemplated under the rules promulgated by the Securities and Exchange  
 Commission under the Investment Company Act of 1940), which funds have  
 the highest rating available for such securities from the Rating  
 Agencies or which have been designated in writing by the Rating  
 Agencies as Eligible Investments;  
  
provided, however, that such obligation or security is held for a temporary  
period pursuant to Section 1.860G-2(g)(1) of the Treasury Regulations, and that  
such period can in no event exceed thirteen months.  
  
In no event shall an instrument be an Eligible Investment if such instrument (a)  
evidences a right to receive only interest payments with respect to the  
obligations underlying such instrument or (b) has been purchased at a price  
greater than the outstanding principal balance of such instrument.  
  
ERISA: The Employee Retirement Income Security Act of 1974, as amended.  
  
ERISA Restricted Certificate: Any Senior Subordinate Certificate.  
  
Event of Default: Any event of default as specified in Section 7.01.  
  
Excess Liquidation Proceeds: With respect to any Distribution Date, the sum of  
(i) the excess, if any, of aggregate Liquidation Proceeds received during the  
Prior Period over the amount that would have been received if Payoffs had been  
made with respect to such Mortgage Loans on the date such Liquidation Proceeds  
were received and (ii) any Excess Subsequent Recoveries for any Subgroup for  
such Distribution Date.  
  
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Excess Subsequent Recoveries: For any Distribution Date and any Subgroup, the  
excess, if any, of (i) amounts received by the Master Servicer during the Prior  
Period (after deduction of amounts reimbursable under Section 3.05(a)(i) and  
(ii)) in connection with the liquidation of defaulted Mortgage Loans in such  
Subgroup after such Mortgage Loans became Liquidated Mortgage Loans over (ii)  
the Subsequent Recoveries for such Distribution Date for such Subgroup.  
  
FDIC: Federal Deposit Insurance Corporation, or any successor thereto.  
  
FHA: Federal Housing Administration, or any successor thereto.  
  
Xxxxxx Mae: The entity formerly known as the Federal National Mortgage  
Association, or any successor thereto.  
  
Final Maturity Date: With respect to each Class of the REMIC I Regular  
Interests, the REMIC II Regular Interests and the Certificates, the date set  
forth in the applicable table contained in the Preliminary Statement hereto.  
  
Fitch: Fitch Ratings, provided that at any time it be a Rating Agency.  
  
Fraud Coverage: During the period prior to the first anniversary of the Cut-Off  
Date, 2.00% of the aggregate principal balance of the Mortgage Loans as of the  
Cut-Off Date (the "Initial Fraud Coverage"), reduced by Fraud Losses allocated  
to the Certificates since the Cut-Off Date; during the period from the first  
anniversary of the Cut-Off Date to (but not including) the fifth anniversary of  
the Cut-Off Date, the amount of the Fraud Coverage on the most recent previous  
anniversary of the Cut-Off Date (calculated in accordance with the second  
sentence of this paragraph) reduced by Fraud Losses allocated to the  
Certificates since such anniversary; and during the period on and after the  
fifth anniversary of the Cut-Off Date, zero. On each anniversary of the Cut-Off  
Date, the Fraud Coverage shall be reduced to the lesser of (i) on the first,  
second, third and fourth anniversaries of the Cut-Off Date, 1.00%, of the  
aggregate principal balance of the Mortgage Loans as of the Due Date in the  
preceding month and (ii) the excess of the Initial Fraud Coverage over  
cumulative Fraud Losses allocated to the Certificates since the Cut-Off Date.  
  
The Fraud Coverage may be reduced upon written confirmation from the Rating  
Agencies that such reduction will not adversely affect the then current ratings  
assigned to the Certificates by the Rating Agencies.  
  
Fraud Loss: A Realized Loss (or portion thereof) with respect to a Mortgage Loan  
arising from any action, event or state of facts with respect to such Mortgage  
Loan which, because it involved or arose out of any dishonest, fraudulent,  
criminal, negligent or knowingly wrongful act, error or omission by the  
Mortgagor, originator (or assignee thereof) of such Mortgage Loan, Lender, a  
Servicer or the Master Servicer, would result in an exclusion from, denial of,  
or defense to coverage which otherwise would be provided by a Primary Insurance  
Policy previously issued with respect to such Mortgage Loan.  
  
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Xxxxxxx Mac: The entity formerly known as the Federal Home Loan Mortgage  
Corporation, or any successor thereto.  
  
Indirect DTC Participants: Entities such as banks, brokers, dealers or trust  
companies, that clear through or maintain a custodial relationship with a DTC  
Participant, either directly or indirectly.  
  
Initial Custodial Agreement: The Custodial Agreement, dated the date hereof,  
among the Trustee, the Master Servicer and the Initial Custodian.  
  
Initial Custodian: Washington Mutual Bank fsb, which has been designated by the  
Company to be appointed by the Trustee to act as Custodian, and whose  
appointment has been approved by the Master Servicer.  
  
Insurance Proceeds: Amounts paid or payable by the insurer under any Primary  
Insurance Policy or any other insurance policy (including any replacement policy  
permitted under this Agreement) covering any Mortgage Loan or Mortgaged  
Property, including, without limitation, any hazard insurance policy required  
pursuant to Section 3.07, any title insurance policy required pursuant to  
Section 2.08 and any FHA insurance policy or VA guaranty.  
  
Interest Distribution Amount: For any Distribution Date, for any Class of REMIC  
I Regular Interests or Certificates and for the Class R-1 Residual Interest, the  
amount of interest accrued during the Prior Period (or, in the case of the Class  
2-A-2 and Class 2-A-3 Certificates, during the period beginning on the 25th day  
of the preceding calendar month and ending on the 24th day of the month of the  
Distribution Date), at the related Certificate Interest Rate for such Class for  
such Distribution Date, on the respective Class Principal Balance or Class  
Notional Amount immediately before such Distribution Date, reduced by  
Uncompensated Interest Shortfall and the interest portion of Realized Losses  
allocated to such Class pursuant to the definitions of "Uncompensated Interest  
Shortfall" and "Realized Loss," respectively. The computation of interest  
accrued shall be made on the basis of a 360-day year of twelve 30-day months.  
The Interest Distribution Amounts for the Class P-M Regular Interest and the  
Class P Certificates shall equal zero.  
  
Interest Transfer Amount: On any Distribution Date for an Undercollateralized  
Subgroup, an amount equal to one month's interest on the applicable Principal  
Transfer Amount at 5.000% per annum if the Undercollateralized Subgroup is  
Subgroup 1, at 5.500% per annum if the Undercollateralized Subgroup is Subgroup  
2 and at 6.000% per annum if the Undercollateralized Subgroup is Subgroup 3,  
plus any interest accrued on the Senior Certificates related to such  
Undercollateralized Subgroup remaining unpaid from prior Distribution Dates.  
  
Investment Account: The commingled account (which shall be commingled only with  
investment accounts related to series of pass-through certificates with a class  
of certificates which has a rating equal to the highest of the Ratings of the  
Certificates) maintained by the Master Servicer in the trust department of the  
Investment Depository pursuant to Section 3.03 and which bears a designation  
acceptable to the Rating Agencies.  
  
Investment Depository: JPMorgan Chase Bank, or another bank or trust company  
designated from time to time by the Master Servicer. The Investment Depository  
shall at all times be an Eligible Institution.  
  
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Junior Subordinate Certificates: The Class B-4, Class B-5 and Class B-6  
Certificates.  
  
Last Scheduled Distribution Date: With respect to any Class of Certificates, the  
Final Maturity Date for such Class.  
  
Lender: An institution from which the Company purchased any Mortgage Loans  
pursuant to a Selling and Servicing Contract.  
  
LIBOR: With respect to the first Distribution Date, 1.250%; and with respect to  
each Distribution Date thereafter, the London Interbank Offered Rate for  
one-month United States dollar deposits determined by the Master Servicer on the  
LIBOR Determination Date on the basis of quotations provided by each of the  
Reference Banks as of approximately 11:00 a.m. (London time) on the LIBOR  
Determination Date as such quotations appear on The Bloomberg Professional  
Service, as follows:  
  
 (A) in the event that only one or none of the Reference Banks provides  
such quotations, the higher of:  
  
 (i) LIBOR as determined on the immediately preceding LIBOR  
 Determination Date (or, in the case of the first LIBOR  
 Determination Date, 1.250%), and  
  
 (ii) the Reserve Rate. The "Reserve Rate" will be the rate per  
 annum (rounded upward, if necessary, to the nearest multiple  
 of 1/16th of 1%) that the Master Servicer determines to be  
 either  
  
 (x) the arithmetic mean of the offered quotations  
 that the leading banks in New York City selected by  
 the Master Servicer in its sole discretion are then  
 quoting on the relevant LIBOR Determination Date for  
 one-month United States dollar deposits to the  
 principal London office of each of the Reference  
 Banks or those of them (being at least two in number)  
 to which such offered quotations are, in the opinion  
 of the Master Servicer, being so made, or  
  
 (y) in the event that the Master Servicer can  
 determine no such arithmetic mean, the arithmetic  
 mean of the offered quotations that the leading banks  
 in New York City selected by the Master Servicer in  
 its sole discretion are quoting on such LIBOR  
 Determination Date to leading European banks for  
 one-month United States dollar deposits, provided,  
 however, that if the banks selected by the Master  
 Servicer are not then so quoting, LIBOR shall be as  
 determined on the immediately preceding LIBOR  
 Determination Date (or, in the case of the first  
 LIBOR Determination Date, 1.250%);  
  
 (B) otherwise, the arithmetic mean (rounded upward, if necessary, to  
 the nearest multiple of 1/16th of 1%) of such offered quotations  
  
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the establishment of which, in each case, shall be final and binding in the  
absence of manifest error.  
  
LIBOR Determination Date: With respect to interest paid on any Distribution  
Date, the second day on which banks in London and New York City are open for the  
transaction of international business prior to the 25th day of the month  
preceding the Distribution Date.  
  
Liquidated Mortgage Loan: A Mortgage Loan (other than a Mortgage Loan with  
respect to which a Payoff has been made) for which the Master Servicer or the  
applicable Servicer has determined in accordance with its customary servicing  
practices that it has received all amounts which it expects to recover from or  
on account of such Mortgage Loan, whether from Insurance Proceeds, Liquidation  
Proceeds or otherwise. For purposes of this definition, acquisition of a  
Mortgaged Property by the Trust shall not constitute final liquidation of the  
related Mortgage Loan.  
  
Liquidation Principal: The principal portion of Liquidation Proceeds received  
(exclusive of the portion thereof attributable to distributions to the Class P  
Certificates pursuant to clauses (I)(a)(i) and (II)(a)(i) of the definition of  
"REMIC II Distribution Amount") with respect to each Mortgage Loan which became  
a Liquidated Mortgage Loan (but not in excess of the principal balance thereof)  
during the Prior Period.  
  
Liquidation Proceeds: Amounts after deduction of amounts reimbursable under  
Section 3.05(a)(i) and (ii) received and retained in connection with the  
liquidation of defaulted Mortgage Loans, whether through foreclosure or  
otherwise, other than any Subsequent Recoveries.  
  
Loan-to-Value Ratio: The original principal amount of a Mortgage Loan divided by  
the Original Value; provided, however, that references to "current Loan-to-Value  
Ratio" or "Loan-to-Value Ratio as of the Cut-Off Date" in Section 2.08 shall be  
deemed to mean the then current Principal Balance of a Mortgage Loan divided by  
the Original Value.  
  
Lowest Class B Owner: An owner unaffiliated with the Company or the Master  
Servicer of (i) a 100% interest in the Class of Class B Certificates with the  
lowest priority or (ii) a 100% interest in a class of securities representing  
such interest in such Class specified in clause (i) above.  
  
Master Servicer: The Company, or any successor thereto appointed as provided  
pursuant to Section 7.02, acting to service and administer the Mortgage Loans  
pursuant to Section 3.01.  
  
Master Servicer Business Day: Any day other than a Saturday, a Sunday, or a day  
on which banking institutions in Chicago, Illinois are authorized or obligated  
by law or executive order to be closed.  
  
Master Servicing Fee: The fee charged by the Master Servicer for supervising the  
mortgage servicing and advancing certain expenses, equal to a per annum rate set  
forth for each Mortgage Loan in Exhibit D on the outstanding Principal Balance  
of such Mortgage Loan, payable monthly from the Certificate Account, the  
Investment Account or the Custodial Account for P&I.  
  
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MERS: Mortgage Electronic Registration Systems, Inc., a Delaware corporation, or  
any successor thereto.  
  
MERS Loan: Any Mortgage Loan registered on the MERS(R) System for which MERS  
appears as the mortgagee of record on the Mortgage or on an assignment thereof.  
  
MERS(R) System: The system of electronically recording transfers of Mortgages  
maintained by MERS.  
  
MIN: The Mortgage Identification Number for a MERS Loan.  
  
MOM Loan: A Mortgage Loan that was registered on the MERS(R) System at the time  
of origination thereof and for which MERS appears as the mortgagee of record on  
the Mortgage.  
  
Monthly P&I Advance: An advance of funds by the Master Servicer pursuant to  
Section 4.02 or a Servicer pursuant to its Selling and Servicing Contract to  
cover delinquent principal and interest installments.  
  
Monthly Payment: The scheduled payment of principal and interest on a Mortgage  
Loan (including any amounts due from a Buydown Fund, if any) which is due on the  
related Due Date for such Mortgage Loan.  
  
Moody's: Xxxxx'x Investors Service, Inc., provided that at any time it be a  
Rating Agency.  
  
Mortgage: The mortgage, deed of trust or other instrument securing a Mortgage  
Note.  
  
Mortgage File: The following documents or instruments with respect to each  
Mortgage Loan transferred and assigned by the Company pursuant to Section 2.04,  
(X) with respect to each Mortgage Loan that is not a Cooperative Loan:  
  
 (i) The original Mortgage Note endorsed (A) in blank, without recourse,  
 or (B) to "U.S. Bank National Association, as Custodian/Trustee,  
 without recourse" or to "WaMu Mortgage Pass-Through Certificates Series  
 2004-S3 Trust, without recourse" and all intervening endorsements  
 evidencing a complete chain of endorsements from the originator to the  
 Trustee or the Trust, as applicable, or, in the event of any Destroyed  
 Mortgage Note, a copy or a duplicate original of the Mortgage Note (or  
 portion thereof, as applicable), together with an original lost note  
 affidavit from the originator of the Mortgage Loan or the Company (or  
 any affiliate of the Company from which the Company acquired the  
 Mortgage Loan), as applicable, stating that the original Mortgage Note  
 (or portion thereof, as applicable) was lost, misplaced or destroyed,  
 together with a copy of the Mortgage Note (or portion thereof, as  
 applicable); provided, however, that in the event the Company acquired  
 the Mortgage Loan from an affiliate of the Company, then the Mortgage  
 Note (or portion thereof, as applicable) need not be endorsed in blank  
 or to U.S. Bank National Association or the Trust as provided above  
 (but, if not so endorsed, shall be made payable to, or endorsed by the  
 mortgagee named therein to, such affiliate of the Company);  
  
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 (ii) The Buydown Agreement, if applicable;  
  
 (iii) A Mortgage that is either  
  
 (1) (x) the original recorded Mortgage with evidence of  
 recording thereon for the jurisdiction in which the Mortgaged  
 Property is located (which original recorded Mortgage, in the  
 case of a MOM Loan, shall set forth the MIN and shall indicate  
 that the Mortgage Loan is a MOM Loan), (y) unless the Mortgage  
 Loan is a MERS Loan, an original Mortgage assignment thereof  
 duly executed and acknowledged in recordable form (A) in blank  
 or (B) to "U.S. Bank National Association, as  
 Custodian/Trustee," or to "WaMu Mortgage Pass-Through  
 Certificates Series 2004-S3 Trust," and (z) unless the  
 Mortgage Loan is a MOM Loan, recorded originals of all  
 intervening assignments evidencing a complete chain of  
 assignment, from the originator to the name holder or the  
 payee endorsing the related Mortgage Note (or, in the case of  
 a MERS Loan other than a MOM Loan, from the originator to  
 MERS); or  
  
 (2) (x) a copy (which may be in electronic form) of the  
 Mortgage (which Mortgage, in the case of a MOM Loan, shall set  
 forth the MIN and shall indicate that the Mortgage Loan is a  
 MOM Loan) which represents a true and correct reproduction of  
 the original Mortgage and which has either been certified (i)  
 on the face thereof by the public recording office in the  
 appropriate jurisdiction in which the Mortgaged Property is  
 located, or (ii) by the originator, the related Lender or the  
 escrow or title company which provided closing services in  
 connection with such Mortgage Loan as a true and correct copy  
 the original of which has been sent for recordation, (y)  
 unless the Mortgage Loan is a MERS Loan, an original Mortgage  
 assignment thereof duly executed and acknowledged in  
 recordable form (A) in blank or (B) to "U.S. Bank National  
 Association, as Custodian/Trustee," or to "WaMu Mortgage  
 Pass-Through Certificates Series 2004-S3 Trust," and (z)  
 unless the Mortgage Loan is a MOM Loan, true and correct  
 copies, certified by the applicable county recorder or by the  
 originator or Lender as described above, of all intervening  
 assignments evidencing a complete chain of assignment from the  
 originator to the name holder or the payee endorsing the  
 related Mortgage Note (or, in the case of a MERS Loan other  
 than a MOM Loan, from the originator to MERS);  
  
 provided, however, that in the event the Company acquired the Mortgage  
 Loan from an affiliate of the Company, then the Mortgage File need not  
 include a Mortgage assignment executed in blank or to U.S. Bank  
 National Association or the Trust as provided in clause (X)(iii)(1)(y)  
 or (X)(iii)(2)(y) above, as applicable (but the Mortgage File shall,  
 unless the Mortgage Loan was originated by such affiliate of the  
 Company, include an intervening Mortgage assignment to such affiliate  
 as provided in clause (X)(iii)(1)(z) or (X)(iii)(2)(z) above, as  
 applicable); and  
  
 (iv) For any Mortgage Loan that has been modified or amended, the  
 original instrument or instruments effecting such modification or  
 amendment;  
  
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and (Y) with respect to each Cooperative Loan:  
  
 (i) the original Mortgage Note endorsed (A) in blank, without recourse,  
 or (B) to "U.S. Bank National Association, as Custodian/Trustee,  
 without recourse" or to "WaMu Mortgage Pass-Through Certificates Series  
 2004-S3 Trust, without recourse" and all intervening endorsements  
 evidencing a complete chain of endorsements, from the originator to the  
 Trustee or the Trust, as applicable, or, in the event of any Destroyed  
 Mortgage Note, a copy or a duplicate original of the Mortgage Note (or  
 portion thereof, as applicable), together with an original lost note  
 affidavit from the originator of the Cooperative Loan or the Company  
 (or any affiliate of the Company from which the Company acquired the  
 Mortgage Loan), as applicable, stating that the original Mortgage Note  
 (or portion thereof, as applicable) was lost, misplaced or destroyed,  
 together with a copy of the Mortgage Note (or portion thereof, as  
 applicable); provided, however, that in the event the Company acquired  
 the Cooperative Loan from an affiliate of the Company, then the  
 Mortgage Note need not be endorsed in blank or to U.S. Bank National  
 Association or the Trust as provided above (but, if not so endorsed,  
 shall be made payable to, or endorsed by the originator or successor  
 lender named therein to, such affiliate of the Company);  
  
 (ii) A counterpart of the Cooperative Lease and the Assignment of  
 Proprietary Lease to the originator of the Cooperative Loan;  
  
 (iii) The related Cooperative Stock Certificate, representing the  
 related Cooperative Stock pledged with respect to such Cooperative  
 Loan, together with an undated stock power (or other similar  
 instrument) executed in blank;  
  
 (iv) The Recognition Agreement;  
  
 (v) The Security Agreement;  
  
 (vi) Copies of the original UCC financing statement, and any  
 continuation statements, filed by the originator of such Cooperative  
 Loan as secured party, each with evidence of recording thereof,  
 evidencing the interest of the originator under the Security Agreement  
 and the Assignment of Proprietary Lease;  
  
 (vii) Copies of the filed UCC assignments or amendments of the security  
 interest referenced in clause (vi) above showing an unbroken chain of  
 title from the originator to the Trust, each with evidence of recording  
 thereof, evidencing the interest of the assignee under the Security  
 Agreement and the Assignment of Proprietary Lease;  
  
 (viii) An executed assignment of the interest of the originator in the  
 Security Agreement, the Assignment of Proprietary Lease and the  
 Recognition Agreement, showing an unbroken chain of title from the  
 originator to the Trust; and  
  
 (ix) For any Cooperative Loan that has been modified or amended, the  
 original instrument or instruments effecting such modification or  
 amendment;  
  
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 provided, however, that in the event the Company acquired the  
 Cooperative Loan from an affiliate of the Company, then the Mortgage  
 File need not include (1) a UCC assignment or amendment of the security  
 interest referenced in clause (Y)(vi) above to the Trust as provided in  
 clause (Y)(vii) above (but the Mortgage File shall, unless the  
 Cooperative Loan was originated by such affiliate of the Company,  
 include a UCC assignment or amendment of such security interest to such  
 affiliate) or (2) an assignment of the interest of the originator in  
 the Security Agreement, the Assignment of Proprietary Lease and the  
 Recognition Agreement to the Trust as provided in clause (Y)(viii)  
 above (but the Mortgage File shall, unless the Cooperative Loan was  
 originated by such affiliate of the Company, include an assignment of  
 such interest to such affiliate).  
  
Mortgage Interest Rate: For any Mortgage Loan, the per annum rate at which  
interest accrues on such Mortgage Loan pursuant to the terms of the related  
Mortgage Note.  
  
Mortgage Loan Schedule: The schedule, as amended from time to time, of Mortgage  
Loans attached hereto as Exhibit D, which shall set forth as to each Mortgage  
Loan the following, among other things:  
  
 (i) its loan number,  
  
 (ii) the address of the Mortgaged Property,  
  
 (iii) the name of the Mortgagor,  
  
 (iv) the Original Value of the property subject to the Mortgage,  
  
 (v) the Principal Balance as of the Cut-Off Date,  
  
 (vi) the Mortgage Interest Rate borne by the Mortgage Note,  
  
 (vii) whether a Primary Insurance Policy is in effect as of the Cut-Off  
 Date, and, if so, whether such Primary Insurance Policy is a Special  
 Primary Insurance Policy,  
  
 (viii) the maturity of the Mortgage Note,  
  
 (ix) the Servicing Fee and the Master Servicing Fee, and  
  
 (x) whether it imposes penalties for early prepayments.  
  
Mortgage Loans: The mortgage loans and cooperative loans (if any) listed on the  
Mortgage Loan Schedule and transferred and assigned to the Trust pursuant  
hereto. With respect to each Mortgage Loan that is a Cooperative Loan, "Mortgage  
Loan" shall include, but not be limited to, the Mortgage Note, Security  
Agreement, Assignment of Proprietary Lease, Recognition Agreement, Cooperative  
Stock Certificate and Cooperative Lease and, with respect to each Mortgage Loan  
other than a Cooperative Loan, "Mortgage Loan" shall include, but not be limited  
to the Mortgage Note and the related Mortgage.  
  
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Mortgage Note: The note or other evidence of the indebtedness of a Mortgagor  
under a Mortgage Loan.  
  
Mortgage Pool: All of the Mortgage Loans.  
  
Mortgage Pool Assets: (i) The Mortgage Loans (including all Substitute Mortgage  
Loans) identified on the Mortgage Loan Schedule, and all rights pertaining  
thereto, including the related Mortgage Notes, Mortgages, Cooperative Stock  
Certificates, Cooperative Leases, Security Agreements, Assignments of  
Proprietary Lease, and Recognition Agreements, and all payments and  
distributions with respect to the Mortgage Loans payable on and after the  
Cut-Off Date; (ii) the Certificate Account, the Investment Account, and all  
money, instruments, investment property, and other property credited thereto,  
carried therein, or deposited therein (except amounts constituting the Master  
Servicing Fee or the Servicing Fee); (iii) the Custodial Accounts for P&I, the  
Custodial Accounts for Reserves, any Buydown Fund Account (to the extent of the  
amounts on deposit or other property therein attributable to the Mortgage  
Loans), and all money, instruments, investment property, and other property  
credited thereto, carried therein, or deposited therein (except amounts  
constituting the Master Servicing Fee or the Servicing Fee); (iv) all property  
that secured a Mortgage Loan and that has been acquired by foreclosure or deed  
in lieu of foreclosure or, in the case of a Cooperative Loan, a similar form of  
conversion, after the Cut-Off Date; and (v) each FHA insurance policy, Primary  
Insurance Policy, VA guaranty, and other insurance policy related to any  
Mortgage Loan, and all amounts paid or payable thereunder and all proceeds  
thereof.  
  
Mortgaged Property: With respect to any Mortgage Loan, other than a Cooperative  
Loan, the real property, together with improvements thereto, and, with respect  
to any Cooperative Loan, the related Cooperative Stock and Cooperative Lease,  
securing the indebtedness of the Mortgagor under the related Mortgage Loan.  
"Mortgaged Property" shall also refer to property which once secured the  
indebtedness of a Mortgagor under the related Mortgage Loan but which was  
acquired by the Trust upon foreclosure or other liquidation of such Mortgage  
Loan.  
  
Mortgagor: The obligor on a Mortgage Note.  
  
Nonrecoverable Advance: With respect to any Mortgage Loan, any advance which the  
Master Servicer shall determine to be a Nonrecoverable Advance pursuant to  
Section 4.03 and which was, or is proposed to be, made by (i) the Master  
Servicer or (ii) a Servicer pursuant to its Selling and Servicing Contract.  
  
Non-U.S. Person: A Person that is not a U.S. Person.  
  
Notice Addresses: (a) In the case of the Company, 00 Xxxxx Xxxxxxx Xxxxx, Xxxxxx  
Xxxxx, Xxxxxxxx 00000, Attention: Master Servicing Department, with a copy to:  
Washington Mutual Legal Department, 1201 Third Avenue, WMT 1706, Xxxxxxx, XX  
00000, Attention: WMMSC, or such other address as may hereafter be furnished to  
the Trustee in writing by the Company, (b) in the case of the Trustee, at its  
Corporate Trust Office, or such other address as may hereafter be furnished to  
the Master Servicer in writing by the Trustee, (c) in the case of the Delaware  
Trustee, 0000 Xxxx Xxxxxx, Xxxxxxxxxx, XX 00000, or such other address as may  
hereafter be furnished to the Master Servicer in writing by the Delaware  
Trustee, (d) in the case of the Trust, c/o U.S. Bank National Association, at  
the Corporate Trust Office, or such other address as may hereafter be furnished  
to the Master Servicer in writing by the Trustee, (e) in the case of the  
Certificate Registrar, at its Corporate Trust Office, or such other address as  
may hereafter be furnished to the Trustee in writing by the Certificate  
  
  
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Registrar, (f) in the case of S&P, 00 Xxxxx Xxxxxx, 00xx Xxxxx, Xxx Xxxx, Xxx  
Xxxx 10041-0003, Attention: Xxxxx Xxxxxx, or such other address as may hereafter  
be furnished to the Trustee and Master Servicer in writing by S&P and (g) in the  
case of Xxxxx'x, 00 Xxxxxx Xxxxxx, Xxx Xxxx, Xxx Xxxx 00000, Attention:  
Monitoring, or such other address as may hereafter be furnished to the Trustee  
and Master Servicer in writing by Fitch.  
  
OTS: The Office of Thrift Supervision, or any successor thereto.  
  
Officer's Certificate: A certificate signed by the Chairman of the Board, the  
President, a Vice President, or the Treasurer of the Master Servicer and  
delivered to the Trustee or the Delaware Trustee, as applicable.  
  
Opinion of Counsel: A written opinion of counsel, who shall be reasonably  
acceptable to the Trustee or the Delaware Trustee, as applicable, and who may be  
counsel (including in-house counsel) for the Company or the Master Servicer.  
  
Original Trust Agreement: The Trust Agreement, dated as of June 1, 2004, between  
the Company and the Delaware Trustee, providing for the creation of the Trust.  
  
Original Value: With respect to any Mortgage Loan other than a Mortgage Loan  
originated for the purpose of refinancing an existing mortgage debt, the lesser  
of (a) the Appraised Value (if any) of the Mortgaged Property at the time the  
Mortgage Loan was originated or (b) the purchase price paid for the Mortgaged  
Property by the Mortgagor. With respect to a Mortgage Loan originated for the  
purpose of refinancing existing mortgage debt, the Original Value shall be equal  
to the Appraised Value of the Mortgaged Property.  
  
Overcollateralized Subgroup: Any of Subgroup 1, Subgroup 2 or Subgroup 3, if on  
any Distribution Date such Subgroup is not an Undercollateralized Subgroup and  
one or more of the other Subgroups is an Undercollateralized Subgroup.  
  
Ownership Interest: With respect to any Residual Certificate, any ownership or  
security interest in such Residual Certificate, including any interest in a  
Residual Certificate as the Holder thereof and any other interest therein  
whether direct or indirect, legal or beneficial, as owner or as pledgee.  
  
Pass-Through Entity: Any regulated investment company, real estate investment  
trust, common trust fund, partnership, trust or estate, and any organization to  
which Section 1381 of the Code applies.  
  
Pass-Through Rate: For each Mortgage Loan, a per annum rate equal to the  
Mortgage Interest Rate for such Mortgage Loan less the per annum percentage  
rates related to each of (i) the Servicing Fee for such Mortgage Loan, (ii) the  
Master Servicing Fee for such Mortgage Loan and (iii) if such Mortgage Loan was  
covered by a Special Primary Insurance Policy on the Closing Date (even if no  
longer so covered), the applicable Special Primary Insurance Premium. For each  
Mortgage Loan, any calculation of monthly interest at such rate shall be based  
upon annual interest at such rate (computed on the basis of a 360-day year of  
  
  
 30  
twelve 30-day months) on the unpaid Principal Balance of such Mortgage Loan  
divided by twelve, and any calculation of interest at such rate by reason of a  
Payoff shall be based upon annual interest at such rate on the outstanding  
Principal Balance of such Mortgage Loan multiplied by a fraction, the numerator  
of which is the number of days elapsed from the Due Date of the last scheduled  
payment of principal and interest to, but not including, the date of such  
Payoff, and the denominator of which is (a) for Payoffs received on a Due Date,  
360, and (b) for all other Payoffs, 365.  
  
Paying Agent: Any paying agent appointed by the Trustee pursuant to Section 8.12.  
  
Payoff: Any Mortgagor payment of principal on a Mortgage Loan equal to the  
entire outstanding Principal Balance of such Mortgage Loan, if received in  
advance of the last scheduled Due Date for such Mortgage Loan and accompanied by  
an amount of interest equal to accrued unpaid interest on the Mortgage Loan to  
the date of such payment-in-full. (Prepayment penalties are not payments of  
principal and hence Payoffs do not include prepayment penalties.)  
  
Payoff Earnings: For any Distribution Date with respect to each Mortgage Loan on  
which a Payoff was received by the Master Servicer during the Payoff Period, the  
aggregate of the interest earned by the Master Servicer from investment of each  
such Payoff from the date of receipt of such Payoff until the Business Day  
immediately preceding the related Distribution Date (net of investment losses).  
  
Payoff Interest: For any Distribution Date with respect to a Mortgage Loan for  
which a Payoff was received on or after the first calendar day of the month of  
such Distribution Date and before the 15th calendar day of such month, an amount  
of interest thereon at the applicable Pass-Through Rate from the first day of  
the month of distribution through the day of receipt thereof; to the extent  
(together with Payoff Earnings and the aggregate Master Servicing Fee) not  
required to be distributed as Compensating Interest on such Distribution Date,  
Payoff Interest shall be payable to the Master Servicer as additional servicing  
compensation.  
  
Payoff Period: For the first Distribution Date, the period from the Cut-Off Date  
through July 14, 2003, inclusive; and for any Distribution Date thereafter, the  
period from the 15th day of the Prior Period through the 14th day of the month  
of such Distribution Date, inclusive.  
  
Percentage Interest: (a) With respect to the right of each Certificate of a  
particular Class in the distributions allocated to such Class, "Percentage  
Interest" shall mean the percentage equal to:  
  
 (i) with respect to any Certificate (other than the Residual and Class  
 X Certificates), its Certificate Principal Balance divided by the  
 applicable Class Principal Balance;  
  
 (ii) with respect to any Class X Certificate, the portion of the Class  
 X Notional Amount evidenced by such Certificate divided by the Class X  
 Notional Amount; and  
  
 (iii) with respect to any Residual Certificate, the percentage set  
 forth on the face of such Certificate.  
  
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(b) With respect to the rights of each Certificate in connection with Sections  
5.09, 7.01, 8.01(c), 8.02, 8.07, 10.01 and 10.03, "Percentage Interest" shall  
mean the percentage equal to:  
  
 (i) with respect to any Certificate (other than the Residual and the  
 Class X Certificates), the product of (x) ninety-nine percent (99%) and  
 (y) its Certificate Principal Balance divided by the Aggregate  
 Certificate Principal Balance of the Certificates; provided, however,  
 that the percentage in clause (x) above shall be increased by one  
 percent (1%) upon the retirement of the Class X Certificates;  
  
 (ii) with respect to any Class X Certificate, one percent (1%) of such  
 Certificate's Percentage Interest as calculated by paragraph (a)(ii) of  
 this definition; and  
  
  
 (iii) with respect to any Residual Certificate, zero.  
  
Permitted Transferee: With respect to the holding or ownership of any Residual  
Certificate, any Person other than (i) the United States, a State or any  
political subdivision thereof, or any agency or instrumentality of any of the  
foregoing, (ii) a foreign government, International Organization or any agency  
or instrumentality of either of the foregoing, (iii) an organization (except  
certain farmers' cooperatives described in Code Section 521) which is exempt  
from the taxes imposed by Chapter 1 of the Code (unless such organization is  
subject to the tax imposed by Section 511 of the Code on unrelated business  
taxable income), (iv) rural electric and telephone cooperatives described in  
Code Section 1381(a)(2)(C), (v) any "electing large partnership" as defined in  
Section 775(a) of the Code, (vi) any Person from whom the Trustee has not  
received an affidavit to the effect that it is not a "disqualified organization"  
within the meaning of Section 860E(e)(5) of the Code, and (vii) any other Person  
so designated by the Company based upon an Opinion of Counsel that the transfer  
of an Ownership Interest in a Residual Certificate to such Person may cause  
REMIC I or REMIC II to fail to qualify as a REMIC at any time that the  
Certificates are outstanding. The terms "United States," "State" and  
"International Organization" shall have the meanings set forth in Code Section  
7701 or successor provisions. A corporation shall not be treated as an  
instrumentality of the United States or of any State or political subdivision  
thereof if all of its activities are subject to tax, and, with the exception of  
the Xxxxxxx Mac, a majority of its board of directors is not selected by such  
governmental unit.  
  
Person: Any individual, corporation, limited liability company, partnership,  
joint venture, association, joint-stock company, trust, unincorporated  
organization or government or any agency or political subdivision thereof.  
  
Planned Principal Balance: With respect to the Class 2-A-1 Certificates, the  
amount set forth in the table attached as Appendix D to the Prospectus, for the  
applicable Distribution Date, under the heading "Class 2-A-1 Planned Principal  
Balance."  
  
Premium Rate Mortgage Loans: The Subgroup 3 Loans having Pass-Through Rates  
greater than or equal to 6.000% per annum.  
  
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Prepaid Monthly Payment: Any Monthly Payment received prior to its scheduled Due  
Date, which is intended to be applied to a Mortgage Loan on its scheduled Due  
Date and held in the related Custodial Account for P&I until the Withdrawal Date  
following its scheduled Due Date.  
  
Primary Insurance Policy: A policy of mortgage guaranty insurance, if any, on an  
individual Mortgage Loan or on pools of mortgage loans that include an  
individual Mortgage Loan, providing coverage as required by Section 2.08(xi)  
(including any Special Primary Insurance Policy).  
  
Principal Balance: Except as used in Sections 2.07, 3.09 and 9.01 and for  
purposes of the definition of Purchase Price, at the time of any determination,  
the principal balance of a Mortgage Loan remaining to be paid at the close of  
business on the Cut-Off Date, after application of all scheduled principal  
payments due on or before the Cut-Off Date, whether or not received, reduced by  
all amounts distributed or (except when such determination occurs earlier in the  
month than the Distribution Date) to be distributed to Certificateholders  
through the Distribution Date in the month of determination that are reported as  
allocable to principal of such Mortgage Loan.  
  
For purposes of the definition of Purchase Price and as used in Sections 2.07,  
3.09 and 9.01, at the time of any determination, the principal balance of a  
Mortgage Loan remaining to be paid at the close of business on the Cut-Off Date,  
after deduction of all scheduled principal payments due on or before the Cut-Off  
Date, whether or not received, reduced by all amounts distributed or to be  
distributed to Certificateholders through the Distribution Date in the month of  
determination that are reported as allocable to principal of such Mortgage Loan.  
  
In the case of a Substitute Mortgage Loan, "Principal Balance" shall mean, at  
the time of any determination, the principal balance of such Substitute Mortgage  
Loan transferred to the Trust, on the date of substitution, reduced by all  
amounts distributed or to be distributed to Certificateholders through the  
Distribution Date in the month of determination that are reported as allocable  
to principal of such Substitute Mortgage Loan.  
  
The Principal Balance of a Mortgage Loan (including a Substitute Mortgage Loan)  
shall not be adjusted solely by reason of any bankruptcy or similar proceeding  
or any moratorium or similar waiver or grace period. Whenever a Realized Loss  
has been incurred with respect to a Mortgage Loan during a calendar month, the  
Principal Balance of such Mortgage Loan shall be reduced by the amount of such  
Realized Loss as of the Due Date next following the end of such calendar month.  
  
Principal Payment: Any payment of principal on a Mortgage Loan other than a  
Principal Prepayment.  
  
Principal Payment Amount: For any Distribution Date and for any Subgroup, the  
sum with respect to the Mortgage Loans (or portions of Mortgage Loans) in such  
Subgroup of (i) the scheduled principal payments on such Mortgage Loans due on  
the related Due Date, (ii) the principal portion of proceeds received with  
respect to any such Mortgage Loan which was purchased or repurchased pursuant to  
a Purchase Obligation or as permitted by this Agreement during the Prior Period  
and (iii) any other unscheduled payments of principal which were received with  
respect to any such Mortgage Loan during the Prior Period, other than Payoffs,  
Curtailments, Liquidation Principal and Subsequent Recoveries.  
  
Principal Prepayment: Any payment of principal on a Mortgage Loan which  
constitutes a Payoff or a Curtailment.  
  
Principal Prepayment Amount: For any Distribution Date and for any Subgroup, the  
sum with respect to the Mortgage Loans (or portions of Mortgage Loans) in such  
Subgroup of (i) Curtailments received during the Prior Period from such Mortgage  
Loans and (ii) Payoffs received during the Payoff Period from such Mortgage  
Loans.  
  
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Principal Transfer Amount: For any Distribution Date for each  
Undercollateralized Subgroup, the excess, if any, of the aggregate Class  
Principal Balance of the Class A Certificates related to such  
Undercollateralized Subgroup over the aggregate Principal Balance of the  
Mortgage Loans (or portions of Mortgage Loans) in such Subgroup (in the case of  
Subgroup 1, less the applicable Class P Fraction thereof with respect to any  
Class P Mortgage Loans in such Subgroup), in each case immediately prior to such  
Distribution Date.  
  
Prior Period: With respect to any Distribution Date, the calendar month  
immediately preceding such Distribution Date.  
  
Pro Rata Allocation: The allocation of the principal portion of Realized Losses  
to the Senior Certificates (other than the Class R and Class P Certificates), on  
the one hand, and the Class B Certificates, on the other hand, pro rata  
according to their respective aggregate Class Principal Balances, in reduction  
thereof in the manner provided in the succeeding paragraphs of this definition  
(except if the loss is recognized with respect to a Class P Mortgage Loan, in  
which case the applicable Class P Fraction of such loss shall first be allocated  
to the Class P Certificates, and the remainder of such loss shall be allocated  
as set forth above), and the allocation of the interest portion of Realized  
Losses to all Classes of Certificates (other than the Class R and Class P  
Certificates) pro rata according to the amount of interest accrued but unpaid on  
each such Class, in reduction thereof, and then to the Senior Certificates  
(other than the Class R, Class P and Class X Certificates), on the one hand, and  
the Class B Certificates, on the other hand, pro rata according to their  
respective aggregate Class Principal Balances, in reduction thereof in the  
manner provided in the succeeding paragraphs of this definition.  
  
The principal portion of a Realized Loss on any Mortgage Loan allocated to the  
Class A Certificates pursuant to this definition of "Pro Rata Allocation" shall  
be allocated in reduction of the respective Class Principal Balances of the  
Subgroup 1, Subgroup 2 and Subgroup 3 Certificates as follows:  
  
 (i) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate of 5.000% or less, to the Subgroup 1 Certificates  
 only, pro rata according to their respective Class Principal Balances;  
  
 (ii) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.125%, 75% to the Subgroup 1 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 25% to the Subgroup 2 Certificates pro rata according to their  
 respective Class Principal Balances;  
  
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 (iii) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.250%, 50% to the Subgroup 1 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 50% to the Subgroup 2 Certificates pro rata according to their  
 respective Class Principal Balances;  
  
 (iv) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.375%, 25% to the Subgroup 1 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 75% to the Subgroup 2 Certificates pro rata according to their  
 respective Class Principal Balances;  
  
 (v) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.500%, to the Subgroup 2 Certificates only,  
 pro rata according to their respective Class Principal Balances;  
  
 (vi) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.625%, 75% to the Subgroup 2 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 25% to the Subgroup 3 Certificates pro rata according to their  
 respective Class Principal Balances;  
  
 (vii) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.750%, 50% to the Subgroup 2 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 50% to the Subgroup 3 Certificates pro rata according to their  
 respective Class Principal Balances;  
  
 (viii) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate equal to 5.875%, 25% to the Subgroup 2 Certificates  
 pro rata according to their respective Class Principal Balances, and  
 75% to the Subgroup 3 Certificates pro rata according to their  
 respective Class Principal Balances; and  
  
 (ix) with respect to any Realized Loss on a Mortgage Loan with a  
 Pass-Through Rate greater than or equal to 6.000%, to the Subgroup 3  
 Certificates only, pro rata according to their respective Class  
 Principal Balances.  
  
The total amount of the principal portion of Realized Losses allocated to the  
Class B Certificates pursuant to this definition of "Pro Rata Allocation" shall  
be allocated to each Class of Class B Certificates in reduction of the  
respective Class Principal Balances thereof pro rata according to the Class  
Principal Balances thereof.  
  
Prospectus: The Prospectus, dated February 10, 2004, and the Prospectus  
Supplement, dated June 21, 2004, of the Company.  
  
Purchase Obligation: An obligation of the Company to repurchase Mortgage Loans  
under the circumstances and in the manner provided in Section 2.07 or Section  
2.08.  
  
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Purchase Price: With respect to any Mortgage Loan to be purchased pursuant to a  
Purchase Obligation or pursuant to Section 3.01, an amount equal to the sum of  
(i) the Principal Balance thereof, (ii) unpaid accrued interest thereon, if any,  
during the calendar month in which the date of purchase occurs to the last day  
of such month at a rate equal to the applicable Pass-Through Rate and (iii) with  
respect to any Mortgage Loan to be purchased pursuant to Section 2.08, any costs  
and damages incurred by the Trust in connection with any violation by such  
Mortgage Loan of any predatory and abusive lending laws, to the extent such  
costs and damages result from a breach of the representation and warranty made  
by the Company pursuant to clause (viii) of Section 2.08; provided, however,  
that to the extent that such costs and damages constitute a set-off against the  
principal balance of the Mortgage Loan, such costs and damages will not be paid  
pursuant to this clause (iii), and the amount paid pursuant to clause (i) above  
will be calculated without regard to such set-off; provided, further, that no  
Mortgage Loan shall be purchased or required to be purchased pursuant to Section  
2.08, or more than two years after the Closing Date under Section 2.07, unless  
(a) the Mortgage Loan to be purchased is in default, or default is in the  
judgment of the Company reasonably imminent, or (b) the Company, at its expense,  
delivers to the Trustee an Opinion of Counsel addressed to the Trust and the  
Trustee to the effect that the purchase of such Mortgage Loan will not give rise  
to a tax on a prohibited transaction, as defined in Section 860F(a) of the Code.  
  
Qualified Insurer: A mortgage guaranty insurance company duly qualified as such  
under the laws of the states in which the Mortgaged Properties are located if  
such qualification is necessary to issue the applicable insurance policy or  
bond, duly authorized and licensed in such states to transact the applicable  
insurance business and to write the insurance provided by the Primary Insurance  
Policies and approved as an insurer by the Master Servicer. A Qualified Insurer  
must have the rating required by the Rating Agencies.  
  
Rating Agency: Initially, each of S&P and Xxxxx'x and thereafter, each  
nationally recognized statistical rating organization that has rated the  
Certificates at the request of the Company, or their respective successors in  
interest.  
  
Ratings: As of any date of determination, the ratings, if any, of the  
Certificates as assigned by the applicable Rating Agencies.  
  
Realized Loss: For any Distribution Date, with respect to any Mortgage Loan  
which became a Liquidated Mortgage Loan during the related Prior Period, the sum  
of (i) the principal balance of such Mortgage Loan remaining outstanding and the  
principal portion of Nonrecoverable Advances actually reimbursed with respect to  
such Mortgage Loan (the principal portion of such Realized Loss), and (ii) the  
accrued interest on such Mortgage Loan remaining unpaid and the interest portion  
of Nonrecoverable Advances actually reimbursed with respect to such Mortgage  
Loan (the interest portion of such Realized Loss); provided, however, that for  
purposes of allocating Realized Losses to the Certificates pursuant to this  
definition of "Realized Loss," the aggregate principal portion of Realized  
Losses for any Distribution Date for any Subgroup shall be reduced by the  
Cumulative Carry-Forward Subsequent Recoveries Amount for such Distribution Date  
for such Subgroup. For any Distribution Date, with respect to any Mortgage Loan  
which is not a Liquidated Mortgage Loan, the amount of the Bankruptcy Loss  
incurred with respect to such Mortgage Loan as of the related Due Date.  
  
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Realized Losses on Subgroup 1, Subgroup 2 and Subgroup 3 Loans shall be  
allocated to the REMIC I Regular Interests as follows: (1) The interest portion  
of Realized Losses on Subgroup 1 Loans, if any, shall be allocated among the  
Class C-Y-1 and Class C-Z-1 Regular Interests pro rata according to the amount  
of interest accrued but unpaid thereon, in reduction thereof; (2) the interest  
portion of Realized Losses on Subgroup 2 Loans, if any, shall be allocated among  
the Class C-Y-2 and Class C-Z-2 Regular Interests pro rata according to the  
amount of interest accrued but unpaid thereon, in reduction thereof and (3) the  
interest portion of Realized Losses on Subgroup 3 Loans, if any, shall be  
allocated among the Class X-M, Class C-Y-3 and Class C-Z-3 Regular Interests pro  
rata according to the amount of interest accrued but unpaid thereon, in  
reduction thereof. Any interest portion of such Realized Losses in excess of the  
amount allocated pursuant to the preceding sentence shall be treated as a  
principal portion of Realized Losses not attributable to any specific Mortgage  
Loan in such Subgroup and allocated pursuant to the succeeding sentences. The  
applicable Class P Fraction of any principal portion of Realized Losses  
attributable to a Class P Mortgage Loan shall be allocated to the Class P-M  
Regular Interest in reduction of the Class Principal Balance thereof. The  
remainder of the principal portion of Realized Losses with respect to Subgroup  
1, Subgroup 2 and Subgroup 3 shall be allocated to the REMIC I Regular Interests  
as follows: (1) The principal portion of Realized Losses on Subgroup 1 Loans  
shall be allocated, first, to the Class C-Y-1 Regular Interest to the extent of  
the Class C-Y-1 Principal Reduction Amount in reduction of the Class Principal  
Balance of such Regular Interest and, second, the remainder, if any, of such  
principal portion of such Realized Losses shall be allocated to the Class C-Z-1  
Regular Interest in reduction of the Class Principal Balance thereof; (2) the  
principal portion of Realized Losses on Subgroup 2 Loans shall be allocated,  
first, to the Class C-Y-2 Regular Interest to the extent of the Class C-Y-2  
Principal Reduction Amount in reduction of the Class Principal Balance of such  
Regular Interest and, second, the remainder, if any, of such principal portion  
of such Realized Losses shall be allocated to the Class C-Z-2 Regular Interest  
in reduction of the Class Principal Balance thereof; and (3) the principal  
portion of Realized Losses on Subgroup 3 Loans shall be allocated, first, to the  
Class C-Y-3 Regular Interest to the extent of the Class C-Y-3 Principal  
Reduction Amount in reduction of the Class Principal Balance of such Regular  
Interest and, second, the remainder, if any, of such principal portion of such  
Realized Losses shall be allocated to the Class C-Z-3 Regular Interest in  
reduction of the Class Principal Balance thereof.  
  
Except for Special Hazard Losses in excess of the Special Hazard Coverage, Fraud  
Losses in excess of the Fraud Coverage and Bankruptcy Losses in excess of the  
Bankruptcy Coverage, Realized Losses on Mortgage Loans in a Subgroup shall be  
allocated among the Certificates (i) for Realized Losses allocable to principal  
(a) first, to the Class B-6 Certificates, until the Class B-6 Principal Balance  
has been reduced to zero, (b) second, to the Class B-5 Certificates, until the  
Class B-5 Principal Balance has been reduced to zero, (c) third, to the Class  
B-4 Certificates, until the Class B-4 Principal Balance has been reduced to  
zero, (d) fourth, to the Class B-3 Certificates, until the Class B-3 Principal  
Balance has been reduced to zero, (e) fifth, to the Class B-2 Certificates,  
until the Class B-2 Principal Balance has been reduced to zero, (f) sixth, to  
the Class B-1 Certificates, until the Class B-1 Principal Balance has been  
reduced to zero, and (g) seventh, (x) with respect to Realized Losses on  
Subgroup 1 Loans, to the Class 1-A-1, Class 1-A-2, Class 1-A-3, Class 1-A-4,  
Class 1-A-5 and Class 1-A-6 Certificates, pro rata, according to, and in  
reduction of the Class Principal Balances thereof, (y) with respect to Realized  
Losses on Subgroup 2 Loans, to the Class 2-A-1, Class 2-A-2, Class 2-A-3, Class  
2-A-4, Class 2-A-5, Class 2-A-6, Class 2-A-7 and Class 2-A-8 Certificates, pro  
rata, according to, and in reduction of the Class Principal Balances thereof and  
(z) with respect to Realized Losses on Subgroup 3 Loans, to the Class 3-A-1,  
Class 3-A-2 and Class 3-A-3 Certificates, pro rata, according to, and in  
reduction of the Class Principal Balances thereof; provided, however, that if  
the loss is recognized with respect to a Class P Mortgage Loan, the applicable  
  
  
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Class P Fraction of such loss shall first be allocated to the Class P  
Certificates and the remainder of such loss shall be allocated as set forth  
above in this clause (i); and (ii) for Realized Losses allocable to interest (a)  
first, to the Class B-6 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-6 Principal Balance, (b)  
second, to the Class B-5 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-5 Principal Balance, (c)  
third, to the Class B-4 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-4 Principal Balance, (d)  
fourth, to the Class B-3 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-3 Principal Balance, (e)  
fifth, to the Class B-2 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-2 Principal Balance, (f)  
sixth, to the Class B-1 Certificates, in reduction of accrued but unpaid  
interest thereon and then in reduction of the Class B-1 Principal Balance, and  
(g) seventh, (x) with respect to Realized Losses on Subgroup 1 Loans, to the  
Class 1-A-1, Class 1-A-2, Class 1-A-3, Class 1-A-4, Class 1-A-5 and Class 1-A-6  
Certificates, pro rata, according to accrued but unpaid interest on such  
Classes, in reduction thereof, and then to such Classes, pro rata according to,  
and in reduction of, the Class Principal Balances thereof, (y) with respect to  
Realized Losses on Subgroup 2 Loans, to the Class 2-A-1, Class 2-A-2, Class  
2-A-3, Class 2-A-4, Class 2-A-5, Class 2-A-6, Class 2-A-7 and Class 2-A-8  
Certificates, pro rata, according to accrued but unpaid interest on such  
Classes, in reduction thereof, and then to such Classes, pro rata according to,  
and in reduction of, the Class Principal Balances thereof and (z) with respect  
to Realized Losses on Subgroup 3 Loans, to the Class 3-A-1, Class 3-A-2 and  
Class 3-A-3 Certificates, pro rata, according to accrued but unpaid interest on  
such Classes, in reduction thereof, and then to such Classes, pro rata according  
to, and in reduction of, the Class Principal Balances thereof; provided,  
however, that (1) until the Class 1-A-6 Principal Balance has been reduced to  
zero, all principal losses that would otherwise be allocated to the Class 1-A-4  
or Class 1-A-5 Certificates pursuant to clause (i) of this paragraph shall  
instead be allocated to the Class 1-A-6 Certificates, in reduction of the Class  
1-A-6 Principal Balance, and all interest losses that would otherwise be  
allocated to the Class 1-A-4 or Class 1-A-5 Certificates pursuant to clause (ii)  
of this paragraph shall instead be allocated to the Class 1-A-6 Certificates, in  
reduction of accrued but unpaid interest thereon, and then in reduction of the  
Class 1-A-6 Principal Balance and (2) until the Class 2-A-8 Principal Balance  
has been reduced to zero, all principal losses that would otherwise be allocated  
to the Class 2-A-6 or Class 2-A-7 Certificates pursuant to clause (i) of this  
paragraph shall instead be allocated to the Class 2-A-8 Certificates, in  
reduction of the Class 2-A-8 Principal Balance, and all interest losses that  
would otherwise be allocated to the Class 2-A-6 or Class 2-A-7 Certificates  
pursuant to clause (ii) of this paragraph shall instead be allocated to the  
Class 2-A-8 Certificates, in reduction of accrued but unpaid interest thereon,  
and then in reduction of the Class 2-A-8 Principal Balance.  
  
For any Distribution Date, any amounts distributed to the Class P Certificates  
pursuant to clauses (I)(d)(i) and (I)(d)(ii) of the definition of "REMIC II  
Distribution Amount" shall be allocated as a loss to the most junior Class (or  
Classes) of Class B Certificates, until the Class Principal Balance thereof has  
been reduced to zero.  
  
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Special Hazard Losses in excess of the Special Hazard Coverage, Fraud Losses in  
excess of the Fraud Coverage and Bankruptcy Losses in excess of the Bankruptcy  
Coverage shall be allocated among the Certificates by Pro Rata Allocation.  
  
On each Distribution Date, after giving effect to the principal distributions  
and allocations of losses as provided in this Agreement (without regard to this  
paragraph), if the aggregate Class Principal Balance of all outstanding Classes  
of Certificates (plus any Cumulative Carry-Forward Subsequent Recoveries Amount  
for such Distribution Date for any Subgroup) exceeds the aggregate principal  
balance of the Mortgage Loans remaining to be paid at the close of business on  
the Cut-Off Date, after deduction of (i) all principal payments due on or before  
the Cut-Off Date in respect of each such Mortgage Loan whether or not paid, and  
(ii) all amounts of principal in respect of each Mortgage Loan that have been  
received or advanced and included in the REMIC II Available Distribution Amount  
for the Subgroup 1, Subgroup 2 and Subgroup 3 Certificates and all losses in  
respect of each Mortgage Loan that have been allocated to the Certificates on  
such Distribution Date or prior Distribution Dates, then such excess will be  
deemed a principal loss and will be allocated to the most junior Class of Class  
B Certificates, in reduction of the Class Principal Balance thereof.  
  
Recognition Agreement: With respect to a Cooperative Loan, the recognition  
agreement between the Cooperative and the originator of such Cooperative Loan.  
  
Record Date: The last Business Day of the month immediately preceding the month  
of the related Distribution Date.  
  
Reference Banks: Barclays Bank PLC, Deutsche Bank and JPMorgan Chase Bank or, if  
any such bank shall cease to provide quotations for one-month United States  
dollar deposits, any other leading bank with an established place of business in  
London engaged in transactions in Eurodollar deposits in the international  
Eurocurrency market not controlling, controlled by or under common control with  
the Company, designated by the Company from time to time for the purpose of  
providing quotations for one-month United States dollar-denominated deposits.  
  
Regular Interests: (i) With respect to REMIC I, the REMIC I Regular Interests  
and (ii) with respect to REMIC II, the REMIC II Regular Interests.  
  
Relief Act Shortfall: For any Distribution Date for any Mortgage Loan with  
respect to which the Servicemembers Civil Relief Act, formerly known as the  
Soldiers' and Sailors' Civil Relief Act of 1940, or any comparable state  
legislation (collectively, the "Relief Act"), limits the amount of interest  
payable by the related Mortgagor, an amount equal to one month's interest on  
such Mortgage Loan at an annual interest rate equal to the excess, if any, of  
(i) the annual interest rate otherwise payable by the Mortgagor on the related  
Due Date under the terms of the related Mortgage Note over (ii) the annual  
interest rate payable by the Mortgagor on the related Due Date by application of  
the Relief Act.  
  
REMIC: A real estate mortgage investment conduit, as such term is defined in the  
Code.  
  
REMIC Provisions: Sections 860A through 860G of the Code, related Code  
provisions and regulations promulgated thereunder, as the foregoing may be in  
effect from time to time.  
  
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REMIC I: The segregated pool of assets of the Trust consisting of the REMIC I  
Assets, which shall be a REMIC pursuant to the Code, with respect to which a  
separate REMIC election is to be made and the beneficial interests in which  
shall be the REMIC I Regular Interests and the Class R-1 Residual Interest.  
  
REMIC I Assets: All of the Mortgage Pool Assets.  
  
REMIC I Available Distribution Amount: For each Subgroup for any Distribution  
Date, the sum of the following amounts with respect to the Mortgage Loans (or  
portions of Mortgage Loans) in such Subgroup:  
  
(1) the total amount of all cash received by or on behalf of the Master Servicer  
with respect to such Mortgage Loans by the Determination Date for such  
Distribution Date and not previously distributed, including Monthly P&I Advances  
made by Servicers, Liquidation Proceeds and scheduled amounts of distributions  
from Buydown Funds respecting Buydown Loans, if any, except:  
  
 (a) all scheduled payments of principal and interest collected but due  
subsequent to such Distribution Date;  
  
 (b) all Curtailments received after the Prior Period;  
  
 (c) all Payoffs received after the Payoff Period immediately preceding  
 such Distribution Date (together with any interest payment received  
 with such Payoffs to the extent that it represents the payment of  
 interest accrued on the Mortgage Loans for the period subsequent to the  
 Prior Period), and interest which was accrued and received on Payoffs  
 received during the period from the 1st to the 14th day of the month of  
 such Distribution Date, which interest shall not be included in the  
 calculation of the REMIC I Available Distribution Amount for any  
 Distribution Date;  
  
 (d) Insurance Proceeds, Liquidation Proceeds and Subsequent Recoveries  
 received on such Mortgage Loans after the Prior Period;  
  
 (e) all amounts in the Certificate Account which are due and  
 reimbursable to a Servicer or the Master Servicer pursuant to the terms  
 of this Agreement;  
  
 (f) the sum of the Master Servicing Fee and the Servicing Fee for each  
 such Mortgage Loan, and any Special Primary Insurance Premium payable  
 on such Distribution Date with respect to such Mortgage Loan; and  
  
 (g) Excess Liquidation Proceeds;  
  
(2) the sum, to the extent not previously distributed, of the following amounts,  
to the extent advanced or received, as applicable, by the Master Servicer:  
  
 (a) any Monthly P&I Advance made by the Master Servicer to the Trustee  
 with respect to such Distribution Date relating to such Mortgage Loans;  
 and  
  
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 (b) Compensating Interest; and  
  
(3) the total amount of any cash received during the Prior Period by the Trustee  
or the Master Servicer in respect of a Purchase Obligation under Section 2.07  
and Section 2.08 or any permitted purchase of such a Mortgage Loan;  
  
provided, however, that interest received or advanced (subject to the exceptions  
stated above) on each Mortgage Loan, a portion of which Mortgage Loan is  
included in such Subgroup and a portion of which is included in another  
Subgroup, shall be allocated to the REMIC I Available Distribution Amount for  
such Subgroup in an amount equal to interest accrued on the portion of such  
Mortgage Loan included in such Subgroup at a Pass-Through Rate equal to 5.000%,  
5.500% and 6.000% in the case of Subgroup 1, Subgroup 2 and Subgroup 3,  
respectively, rather than at the actual Pass-Through Rate for such Mortgage Loan  
(or, in the event of a shortfall in collections of interest on such Mortgage  
Loan, the interest collected shall be allocated to the REMIC I Available  
Distribution Amount for each Subgroup pro rata according to the amount for each  
Subgroup calculated as described in this proviso); provided, further, that, with  
respect to each Subgroup, in the event (a) the portion attributable to that  
Subgroup of Uncompensated Interest Shortfall exceeds (b) the portion of  
Uncompensated Interest Shortfall allocated, pursuant to the definition of  
"Uncompensated Interest Shortfall," to the Certificates related to that Subgroup  
(or, in the case of the Class B Certificates, to the portions of the Class B  
Certificates that derive their Interest Distribution Amounts from such  
Subgroup), then the REMIC I Available Distribution Amount for such Subgroup  
shall be increased by the amount of such excess; provided, further, that, with  
respect to each Subgroup, in the event (a) the portion of Uncompensated Interest  
Shortfall allocated, pursuant to the definition of "Uncompensated Interest  
Shortfall," to the Certificates related to that Subgroup (or, in the case of the  
Class B Certificates, to the portions of the Class B Certificates that derive  
their Interest Distribution Amounts from such Subgroup) exceeds (b) the portion  
attributable to that Subgroup of Uncompensated Interest Shortfall, then the  
REMIC I Available Distribution Amount for such Subgroup shall be decreased by  
the amount of such excess.  
  
REMIC I Distribution Amount: For any Distribution Date, the REMIC I Available  
Distribution Amount shall be distributed to the REMIC I Regular Interests and  
the Class R-1 Residual Interest in the following amounts and priority:  
  
(a) To the extent of the REMIC I Available Distribution Amount for Subgroup 1:  
  
 (i) first, to the Class P-M Regular Interest, the sum of (A) the  
 aggregate for all of the Class P Mortgage Loans of the product for each  
 Class P Mortgage Loan of the applicable Class P Fraction and the sum of  
 (x) scheduled payments of principal on such Class P Mortgage Loan due  
 on or before the related Due Date in respect of which no distribution  
 has been made on any previous Distribution Date and which were received  
 by the Determination Date, or which have been advanced as part of a  
 Monthly P&I Advance with respect to such Distribution Date, (y) the  
 principal portion received in respect of such Class P Mortgage Loan  
 during the Prior Period of (1) Curtailments, (2) Insurance Proceeds,  
 (3) the amount, if any, of the principal portion of the Purchase Price  
 paid pursuant to a Purchase Obligation or any purchase of a Mortgage  
 Loan permitted hereunder and (4) Liquidation Proceeds and (z) the  
  
  
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 principal portion of Payoffs received in respect of such Class P  
 Mortgage Loan during the Payoff Period and (B) the portion, if any, of  
 the Subsequent Recoveries for Subgroup 1 for such Distribution Date not  
 included in the Class C-Y-1 Principal Distribution Amount or the Class  
 C-Z-1 Principal Distribution Amount pursuant to clause (B) of the  
 respective definitions thereof;  
  
 (ii) second, to the Class C-Y-1 and Class C-Z-1 Regular Interests and  
 the Class R-1 Residual Interest, concurrently, the Interest  
 Distribution Amounts for such Classes remaining unpaid from previous  
 Distribution Dates, pro rata according to their respective shares of  
 such unpaid amounts;  
  
 (iii) third, to the Class C-Y-1 and Class C-Z-1 Regular Interests and  
 the Class R-1 Residual Interest, concurrently, the Interest  
 Distribution Amounts for such Classes for the current Distribution  
 Date, pro rata according to their respective Interest Distribution  
 Amounts;  
  
 (iv) fourth, to the Class R-1 Residual Interest, until the Class  
 Principal Balance thereof has been reduced to zero; and  
  
 (v) fifth, to the Class C-Y-1 and Class C-Z-1 Regular Interests, the  
 Class C-Y-1 Principal Distribution Amount and the Class C-Z-1 Principal  
 Distribution Amount, respectively.  
  
(b) To the extent of the REMIC I Available Distribution Amount for Subgroup 2:  
  
 (i) first, to the Class C-Y-2 and Class C-Z-2 Regular Interests,  
 concurrently, the Interest Distribution Amounts for such Classes  
 remaining unpaid from previous Distribution Dates, pro rata according  
 to their respective shares of such unpaid amounts;  
  
 (ii) second, to the Class C-Y-2 and Class C-Z-2 Regular Interests,  
 concurrently, the Interest Distribution Amounts for such Classes for  
 the current Distribution Date, pro rata according to their respective  
 Interest Distribution Amounts; and  
  
 (iii) third, to the Class C-Y-2 and Class C-Z-2 Regular Interests, the  
 Class C-Y-2 Principal Distribution Amount and the Class C-Z-2 Principal  
 Distribution Amount, respectively.  
  
(c) To the extent of the REMIC I Available Distribution Amount for Subgroup 3:  
  
 (i) first, to the Class X-M, Class C-Y-3 and Class C-Z-3 Regular  
 Interests, concurrently, the Interest Distribution Amounts for such  
 Classes remaining unpaid from previous Distribution Dates, pro rata  
 according to their respective shares of such unpaid amounts;  
  
 (ii) second, to the Class X-M, Class C-Y-3 and Class C-Z-3 Regular  
 Interests, concurrently, the Interest Distribution Amounts for such  
 Classes for the current Distribution Date, pro rata according to their  
 respective Interest Distribution Amounts; and  
  
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 (iii) third, to the Class C-Y-3 and Class C-Z-3 Regular Interests, the  
 Class C-Y-3 Principal Distribution Amount and the Class C-Z-3 Principal  
 Distribution Amount, respectively.  
  
(d) To the extent of the REMIC I Available Distribution Amounts for Subgroup 1,  
Subgroup 2 and Subgroup 3 for such Distribution Date remaining after payment of  
the amounts pursuant to paragraphs (a), (b) and (c) of this definition of "REMIC  
I Distribution Amount":  
  
 (i) first, to the Class P-M Regular Interest, the aggregate amount of  
 any distributions to the Class P Certificates pursuant to paragraphs  
 (I)(d)(i) and (I)(d)(ii) of the definition of "REMIC II Distribution  
 Amount" on such Distribution Date; provided, however, that any amounts  
 distributed pursuant to this paragraph (d)(i) of this definition of  
 "REMIC I Distribution Amount" shall not cause a reduction in the Class  
 Principal Balance of the Class P-M Regular Interest;  
  
 (ii) second, to each Class of Class C-Y and Class C-Z Regular  
 Interests, pro rata according to the amount of unreimbursed Realized  
 Losses allocable to principal previously allocated to each such Class,  
 the aggregate amount of any distributions to the Certificates pursuant  
 to paragraph (I)(d)(xxi) of the definition of "REMIC II Distribution  
 Amount" on such Distribution Date; provided, however, that any amounts  
 distributed pursuant to this paragraph (d)(ii) of this definition of  
 "REMIC I Distribution Amount" shall not cause a reduction in the Class  
 Principal Balances of any of the Class C-Y and Class C-Z Regular  
 Interests; and  
  
 (iii) third, to the Class R-1 Residual Interest, the Residual  
 Distribution Amount for the Class R-1 Residual Interest for such  
 Distribution Date.  
  
REMIC I Regular Interests: The Classes of undivided beneficial interests in  
REMIC I designated as "regular interests" in the table titled "REMIC I  
Interests" in the Preliminary Statement hereto. The REMIC I Regular Interests,  
together with the Class R-1 Residual Interest, shall be deemed to be a separate  
series of beneficial interests in the assets of the Trust consisting of the  
REMIC I Assets pursuant to Section 3806(b)(2) of the Statutory Trust Statute.  
  
REMIC II: The segregated pool of assets of the Trust consisting of the REMIC II  
Assets, which shall be a REMIC pursuant to the Code, with respect to which a  
separate REMIC election is to be made, and the beneficial interests in which  
shall be the REMIC II Regular Interests and the Class R-2 Residual Interest.  
  
REMIC II Assets: The REMIC I Regular Interests, including all interest and  
principal received by the Company on or with respect to the REMIC I Regular  
Interests after the Cut-Off Date.  
  
REMIC II Available Distribution Amount: With respect to the Subgroup 1  
Certificates, on any Distribution Date, the aggregate of all distributions to  
the Class C-Y-1, Class C-Z-1 and Class P-M Regular Interests (which amount shall  
be available for distributions to the Class P, Subgroup 1 and Class B  
Certificates and the Class R-2 Residual Interest as provided herein). With  
  
  
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respect to the Subgroup 2 Certificates, on any Distribution Date, the aggregate  
of all distributions to the Class C-Y-2 and Class C-Z-2 Regular Interests (which  
amount shall be available for distributions to the Subgroup 2 and Class B  
Certificates and the Class R-2 Residual Interest as provided herein). With  
respect to the Subgroup 3 Certificates, on any Distribution Date, the aggregate  
of all distributions to the Class C-Y-3, Class C-Z-3 and Class X-M Regular  
Interests (which amount shall be available for distributions to the Class X,  
Subgroup 3 and Class B Certificates and the Class R-2 Residual Interest as  
provided herein).  
  
REMIC II Distribution Amount: (I) For any Distribution Date prior to the Credit  
Support Depletion Date, the REMIC II Available Distribution Amount for such  
Distribution Date shall be distributed to the Certificates and the Class R-2  
Residual Interest in the following amounts and priority:  
  
(a) With respect to the Class P and Subgroup 1 Certificates, on any Distribution  
Date prior to the Credit Support Depletion Date, to the extent of the REMIC II  
Available Distribution Amount for the Subgroup 1 Certificates for such  
Distribution Date:  
  
 (i) first, to the Class P Certificates, the aggregate for all Class P  
 Mortgage Loans of the product for each Class P Mortgage Loan of the  
 applicable Class P Fraction and the sum of (x) scheduled payments of  
 principal on such Class P Mortgage Loan due on or before the related  
 Due Date in respect of which no distribution has been made on any  
 previous Distribution Date and which were received by the Determination  
 Date, or which have been advanced as part of a Monthly P&I Advance with  
 respect to such Distribution Date, (y) the principal portion received  
 in respect of such Class P Mortgage Loan during the Prior Period of (1)  
 Curtailments, (2) Insurance Proceeds, (3) the amount, if any, of the  
 principal portion of the Purchase Price paid pursuant to a Purchase  
 Obligation or any purchase of a Mortgage Loan permitted hereunder and  
 (4) Liquidation Proceeds and (z) the principal portion of Payoffs  
 received in respect of such Class P Mortgage Loan during the Payoff  
 Period;  
  
 (ii) second, to the Subgroup 1 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes remaining unpaid from previous  
 Distribution Dates, pro rata according to their respective shares of  
 such unpaid amounts; provided, however, that on or before the Class  
 1-A-4 Accretion Termination Date, the amount that would otherwise be  
 payable to the Class 1-A-4 Certificates pursuant to this clause  
 (I)(a)(ii) will be paid instead as principal as set forth in clause  
 (I)(a)(iii)(b) of this definition of "REMIC II Distribution Amount";  
  
 (iii) third,  
  
 (a) to the Subgroup 1 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes for the current  
 Distribution Date, pro rata according to their respective  
 Interest Distribution Amounts; provided, however, that on or  
 before the Class 1-A-4 Accretion Termination Date, the amount  
 that would otherwise be payable to the Class 1-A-4  
 Certificates pursuant to this clause (I)(a)(iii)(a) will be  
 paid instead as principal as set forth in clause  
 (I)(a)(iii)(b) of this definition of "REMIC II Distribution  
 Amount"; and  
  
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 (b) on or before the Class 1-A-4 Accretion Termination Date,  
 the Class 1-A-4 Accrual Amount, as principal, sequentially, as  
 follows:  
  
 (1) first, to the Class 1-A-2 Certificates, until the  
 Class 1-A-2 Principal Balance has been reduced to  
 zero;  
  
 (2) second, to the Class 1-A-3 Certificates, until  
 the Class 1-A-3 Principal Balance has been reduced to  
 zero; and  
  
 (3) third, to the Class 1-A-4 Certificates; and  
  
 (iv) fourth, to the Subgroup 1 Certificates, as principal, the Subgroup  
 1 Principal Distribution Amount (reduced, on the first Distribution  
 Date, by $100), sequentially, as follows:  
  
 (a) first, to the Class 1-A-5 and Class 1-A-6 Certificates,  
 pro rata, an amount, up to the amount of the Subgroup 1  
 Lockout Priority Amount for that Distribution Date;  
  
 (b) second, to the Class 1-A-1 Certificates, until the Class  
 1-A-1 Principal Balance has been reduced to zero;  
  
 (c) third, to the Class 1-A-2 Certificates, until the Class  
 1-A-2 Principal Balance has been reduced to zero;  
  
 (d) fourth, to the Class 1-A-3 Certificates, until the Class  
 1-A-3 Principal Balance has been reduced to zero;  
  
 (e) fifth, to the Class 1-A-4 Certificates, until the Class  
 1-A-4 Principal Balance has been reduced to zero; and  
  
 (f) sixth, to the Class 1-A-5 and Class 1-A-6 Certificates,  
 pro rata, until the Class 1-A-5 and Class 1-A-6 Principal  
 Balances have each been reduced to zero;  
  
(b) With respect to the Subgroup 2 Certificates, on any Distribution Date prior  
to the Credit Support Depletion Date, to the extent of the REMIC II Available  
Distribution Amount for the Subgroup 2 Certificates for such Distribution Date:  
  
 (i) first, to the Subgroup 2 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes remaining unpaid from previous  
 Distribution Dates, pro rata according to their respective shares of  
 such unpaid amounts; provided, however, that on or before the Class  
 2-A-6 Accretion Termination Date, the amount that would otherwise be  
 payable to the Class 2-A-6 Certificates pursuant to this clause  
 (I)(b)(i) will be paid instead as principal as set forth in clause  
 (I)(b)(ii)(b) of this definition of "REMIC II Distribution Amount";  
  
 45  
 (ii) second,  
  
 (a) to the Subgroup 2 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes for the current  
 Distribution Date, pro rata according to their respective  
 Interest Distribution Amounts; provided, however, that on or  
 before the Class 2-A-6 Accretion Termination Date, the amount  
 that would otherwise be payable to the Class 2-A-6  
 Certificates pursuant to this clause (I)(b)(ii)(a) will be  
 paid instead as principal as set forth in clause (I)(b)(ii)(b)  
 of this definition of "REMIC II Distribution Amount"; and  
  
 (b) on or before the Class 2-A-6 Accretion Termination Date,  
 the Class 2-A-6 Accrual Amount, as principal, sequentially, as  
 follows:  
  
 (1) first, to the Class 2-A-4 Certificates, until the  
 Class 2-A-4 Principal Balance has been reduced to  
 zero;  
  
 (2) second, to the Class 2-A-5 Certificates, until  
 the Class 2-A-5 Principal Balance has been reduced to  
 zero; and  
  
 (3) third, to the Class 2-A-6 Certificates; and  
  
 (iii) third, to the Subgroup 2 Certificates, as principal, the Subgroup  
 2 Principal Distribution Amount, sequentially, as follows:  
  
 (a) first, to the Class 2-A-7 and Class 2-A-8 Certificates,  
 pro rata, an amount, up to the amount of the Subgroup 2  
 Lockout Priority Amount for that Distribution Date;  
  
 (b) second, to the Class 2-A-1 Certificates, the amount  
 necessary to reduce the Class 2-A-1 Principal Balance to its  
 Planned Principal Balance for that Distribution Date;  
  
 (c) third, to the Class 2-A-2 and Class 2-A-3 Certificates,  
 pro rata, until the Class 2-A-2 and Class 2-A-3 Principal  
 Balances have each been reduced to zero;  
  
 (d) fourth, to the Class 2-A-1 Certificates (without regard to  
 its Planned Principal Balance), until the Class 2-A-1  
 Principal Balance has been reduced to zero;  
  
 (e) fifth, to the Class 2-A-4 Certificates, until the Class  
 2-A-4 Principal Balance has been reduced to zero;  
  
 (f) sixth, to the Class 2-A-5 Certificates, until the Class  
 2-A-5 Principal Balance has been reduced to zero;  
  
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 (g) seventh, to the Class 2-A-6 Certificates, until the Class  
 2-A-6 Principal Balance has been reduced to zero; and  
  
 (h) eighth, to the Class 2-A-7 and Class 2-A-8 Certificates,  
 pro rata, until the Class 2-A-7 and Class 2-A-8 Principal  
 Balances have each been reduced to zero;  
  
(c) With respect to the Subgroup 3 and Class X Certificates, on any Distribution  
Date prior to the Credit Support Depletion Date, to the extent of the REMIC II  
Available Distribution Amount for the Subgroup 3 Certificates for such  
Distribution Date:  
  
 (i) first, to the Subgroup 3 and Class X Certificates, concurrently,  
 the Interest Distribution Amounts for such Classes remaining unpaid  
 from previous Distribution Dates, pro rata according to their  
 respective shares of such unpaid amounts; provided, however, that on or  
 before the Class 3-A-2 Accretion Termination Date, the amount that  
 would otherwise be payable to the Class 3-A-2 Certificates pursuant to  
 this clause (I)(c)(i) will be paid instead as principal as set forth in  
 clause (I)(c)(ii)(b) of this definition of "REMIC II Distribution  
 Amount";  
  
 (ii) second,  
  
 (a) to the Subgroup 3 and Class X Certificates, concurrently,  
 the Interest Distribution Amounts for such Classes for the  
 current Distribution Date, pro rata according to their  
 respective Interest Distribution Amounts; provided, however,  
 that on or before the Class 3-A-2 Accretion Termination Date,  
 the amount that would otherwise be payable to the Class 3-A-2  
 Certificates pursuant to this clause (I)(c)(ii)(a) will be  
 paid instead as principal as set forth in clause (I)(c)(ii)(b)  
 of this definition of "REMIC II Distribution Amount"; and  
  
 (b) on or before the Class 3-A-2 Accretion Termination Date,  
 the Class 3-A-2 Accrual Amount, as principal, sequentially, as  
 follows:  
  
 (1) first, to the Class 3-A-1 Certificates, until the  
 Class 3-A-1 Principal Balance has been reduced to  
 zero; and  
  
 (2) second, to the Class 3-A-2 Certificates; and  
  
 (iii) third, to the Subgroup 3 Certificates, as principal, the Subgroup  
 3 Principal Distribution Amount, sequentially, as follows:  
  
 (a) first, to the Class 3-A-3 Certificates, an amount, up to  
 the amount of the Subgroup 3 Lockout Priority Amount for that  
 Distribution Date;  
  
 (b) second, to the Class 3-A-1 Certificates, until the Class  
 3-A-1 Principal Balance has been reduced to zero;  
  
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 (c) third, to the Class 3-A-2 Certificates, until the Class  
 3-A-2 Principal Balance has been reduced to zero; and  
  
 (d) fourth, to the Class 3-A-3 Certificates, until the Class  
 3-A-3 Principal Balance has been reduced to zero; and  
  
(d) With respect to the Subgroup 1, Subgroup 2, Subgroup 3, Class P and Class B  
Certificates and the Class R-2 Residual Interest, on any Distribution Date prior  
to the Credit Support Depletion Date, to the extent of the REMIC II Available  
Distribution Amounts for the Subgroup 1, Subgroup 2 and Subgroup 3 Certificates  
for such Distribution Date remaining after the payment of the amounts pursuant  
to paragraphs (I)(a), (I)(b) and (I)(c) of this definition of "REMIC II  
Distribution Amount":  
  
 (i) first, to the Class P Certificates, to the extent of amounts  
 otherwise available to pay the Subordinate Principal Distribution  
 Amount (without regard to clause (B) of the definition thereof) on such  
 Distribution Date and to the extent not paid to such Class of  
 Certificates on previous Distribution Dates pursuant to clause  
 (I)(d)(ii) of this definition of "REMIC II Distribution Amount,"  
 principal in an amount equal to the applicable Class P Fraction of any  
 Realized Loss on a Class P Mortgage Loan incurred prior to the Prior  
 Period (other than a Realized Loss which, pursuant to the definition of  
 "Realized Loss," is allocated by Pro Rata Allocation);  
  
 (ii) second, to the Class P Certificates, to the extent of amounts  
 otherwise available to pay the Subordinate Principal Distribution  
 Amount (without regard to clause (B) of the definition thereof) on such  
 Distribution Date, principal in an amount equal to the applicable Class  
 P Fraction of any Realized Loss on a Class P Mortgage Loan incurred in  
 the Prior Period (other than a Realized Loss which, pursuant to the  
 definition of "Realized Loss," is allocated by Pro Rata Allocation);  
 provided, that any amounts distributed in respect of losses pursuant to  
 paragraph (I)(d)(i) or this paragraph (I)(d)(ii) of this definition of  
 "REMIC II Distribution Amount" shall not cause a reduction in the Class  
 P Principal Balance;  
  
 (iii) third, to the Class B-1 Certificates, the Interest Distribution  
 Amount for such Class of Certificates remaining unpaid from previous  
 Distribution Dates;  
  
 (iv) fourth, to the Class B-1 Certificates, the Interest Distribution  
 Amount for such Class of Certificates for the current Distribution  
 Date;  
  
 (v) fifth, to the Class B-1 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-1 Principal Balance has been  
 reduced to zero;  
  
 (vi) sixth, to the Class B-2 Certificates, the Interest Distribution  
 Amount for such Class of Certificates remaining unpaid from previous  
 Distribution Dates;  
  
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 (vii) seventh, to the Class B-2 Certificates, the Interest Distribution  
 Amount for such Class of Certificates for the current Distribution  
 Date;  
  
 (viii) eighth, to the Class B-2 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-2 Principal Balance has been  
 reduced to zero;  
  
 (ix) ninth, to the Class B-3 Certificates, the Interest Distribution  
 Amount for such Class of Certificates remaining unpaid from previous  
 Distribution Dates;  
  
 (x) tenth, to the Class B-3 Certificates, the Interest Distribution  
 Amount for such Class of Certificates for the current Distribution  
 Date;  
  
 (xi) eleventh, to the Class B-3 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-3 Principal Balance has been  
 reduced to zero;  
  
 (xii) twelfth, to the Class B-4 Certificates, the Interest Distribution  
 Amount for such Class of Certificates remaining unpaid from previous  
 Distribution Dates;  
  
 (xiii) thirteenth, to the Class B-4 Certificates, the Interest  
 Distribution Amount for such Class of Certificates for the current  
 Distribution Date;  
  
 (xiv) fourteenth, to the Class B-4 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-4 Principal Balance has been  
 reduced to zero;  
  
 (xv) fifteenth, to the Class B-5 Certificates, the Interest  
 Distribution Amount for such Class of Certificates remaining unpaid  
 from previous Distribution Dates;  
  
 (xvi) sixteenth, to the Class B-5 Certificates, the Interest  
 Distribution Amount for such Class of Certificates for the current  
 Distribution Date;  
  
 (xvii) seventeenth, to the Class B-5 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-5 Principal Balance has been  
 reduced to zero;  
  
 (xviii) eighteenth, to the Class B-6 Certificates, the Interest  
 Distribution Amount for such Class of Certificates remaining unpaid  
 from previous Distribution Dates;  
  
 (xix) nineteenth, to the Class B-6 Certificates, the Interest  
 Distribution Amount for such Class of Certificates for the current  
 Distribution Date;  
  
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 (xx) twentieth, to the Class B-6 Certificates, the portion of the  
 Subordinate Principal Distribution Amount allocable to such Class of  
 Certificates pursuant to the definition of "Subordinate Principal  
 Distribution Amount," until the Class B-6 Principal Balance has been  
 reduced to zero;  
  
 (xxi) twenty-first, to each Class of Certificates in order of seniority  
 (which, from highest to lowest, shall be as follows: the Class P,  
 Subgroup 1, Subgroup 2 and Subgroup 3 Certificates of equal seniority,  
 and then Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 and  
 Class B-6 of decreasing seniority) the remaining portion, if any, of  
 the REMIC II Available Distribution Amounts for the Subgroup 1,  
 Subgroup 2 and Subgroup 3 Certificates, up to the amount of  
 unreimbursed Realized Losses allocable to principal previously  
 allocated or to be allocated on such Distribution Date to such Class,  
 if any; provided, however, that in the case of Classes of Certificates  
 of equal seniority, the amount distributable to such Classes shall be  
 allocated among such Classes according to the amount of losses  
 allocated thereto; provided, further, that any amounts distributed  
 pursuant to this paragraph (I)(d)(xxi) of this definition of "REMIC II  
 Distribution Amount" shall not cause a reduction in the Class Principal  
 Balances of any of the Certificates; and  
  
 (xxii) twenty-second, to the Class R-2 Residual Interest, the Residual  
 Distribution Amounts for the Subgroup 1, Subgroup 2 and Subgroup 3  
 Certificates for such Distribution Date.  
  
Notwithstanding the foregoing paragraph (I)(d) of this definition of "REMIC II  
Distribution Amount,"  
  
(X) on any Distribution Date on which both of the following conditions specified  
in clauses (1) and (2) are met:  
  
 (1) the aggregate Class Principal Balance of any of the Subgroup 1  
 Certificates, Subgroup 2 Certificates or the Subgroup 3 Certificates  
 has been reduced to zero, and  
  
 (2) either (a) the Class B Percentage for such Distribution Date is  
 less than 200% of the Class B Percentage as of the Closing Date or (b)  
 the outstanding principal balance of the Mortgage Loans in any of  
 Subgroup 1, Subgroup 2 or Subgroup 3 delinquent 60 days or more  
 averaged over the last six months (including Mortgage Loans in  
 foreclosure and Mortgage Loans the Mortgaged Property of which is held  
 by REMIC I and acquired by foreclosure or deed in lieu of foreclosure),  
 as a percentage of the related Subordinate Component Balance, is  
 greater than or equal to 50%,  
  
all principal received or advanced with respect to the Mortgage Loans in the  
Subgroup related to the Class A Certificates that have been paid in full (after  
distributions of principal to the Class P Certificates pursuant to paragraph  
(I)(a)(i), (I)(d)(i) and (I)(d)(ii) above, if applicable) shall be paid as  
principal to the remaining Class A Certificates that have been not been paid in  
full to the extent of and in reduction of the Class Principal Balances thereof  
  
  
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(and, in the case of the Subgroup 1 Certificates, in the order of priority of  
paragraph (I)(a)(iv)(a)-(f) above; in the case of the Subgroup 2 Certificates,  
in the order of priority of paragraph (I)(b)(iii)(a)-(h) above; and, in the case  
of the Subgroup 3 Certificates, in the order of priority of paragraph  
(I)(c)(iii)(a)-(d) above), prior to any distributions of principal to the Class  
B Certificates pursuant to paragraph (I)(d) above; provided, however, that if  
there are two Subgroups with outstanding Class A Certificates, then such  
principal will be distributed between those Subgroups pro rata according to the  
aggregate Class Principal Balance of the Class A Certificates of such Subgroup,  
and  
  
(Y) if on any Distribution Date any of Subgroup 1, Subgroup 2 or Subgroup 3 is  
an Undercollateralized Subgroup and the other such Subgroup or Subgroups is an  
Overcollateralized Subgroup, then the REMIC II Available Distribution Amount for  
the Certificates related to the Overcollateralized Subgroup or Subgroups, to the  
extent remaining following distributions of interest and principal to the  
Subgroup 1, Subgroup 2, Subgroup 3 and Class P Certificates pursuant to  
paragraph (I)(a), (I)(b) or (I)(c) above, as applicable, shall be paid in the  
following priority: (1) first, such remaining amount, up to the Total Transfer  
Amount for each Undercollateralized Subgroup, pro rata according to the Total  
Transfer Amount for each such Undercollateralized Subgroup, shall be distributed  
(a) first, to the Class A Certificates related to each Undercollateralized  
Subgroup, in payment of any portion of the Interest Distribution Amounts for  
such Classes of Certificates remaining unpaid from such Distribution Date or  
previous Distribution Dates, pro rata according to their respective shares of  
such unpaid amounts, and (b) second, to the Class A Certificates related to each  
such Undercollateralized Subgroup, as principal (and, in the case of the  
Subgroup 1 Certificates, in the order of priority of paragraph (I)(a)(iv)(a)-(f)  
above; in the case of the Subgroup 2 Certificates, in the order of priority of  
paragraph (I)(b)(iii)(a)-(h) above; and, in the case of the Subgroup 3  
Certificates, in the order of priority of paragraph (I)(c)(iii)(a)-(d) above),  
and (2) second, any remaining amount shall be distributed pursuant to paragraph  
(I)(d) above.  
  
(II) For any Distribution Date on or after the Credit Support Depletion Date,  
the REMIC II Available Distribution Amount for such Distribution Date shall be  
distributed to the outstanding Classes of Certificates and the Class R-2  
Residual Interest in the following amounts and priority:  
  
(a) With respect to the Subgroup 1 Certificates, on each Distribution Date on  
 or after the Credit Support Depletion Date, to the extent of the REMIC II  
 Available Distribution Amount for the Subgroup 1 Certificates for such  
 Distribution Date:  
  
(i) first, to the Class P Certificates, principal in the amount that would  
 otherwise be distributed to such Class on such Distribution Date pursuant  
 to clause (I)(a)(i) of this definition of "REMIC II Distribution Amount";  
  
(ii) second, to the Subgroup 1 Certificates, the amount payable to such Classes  
 of Certificates on prior Distribution Dates pursuant to clause (I)(a)(iii)  
 or (II)(a)(iii) of this definition of "REMIC II Distribution Amount," and  
 remaining unpaid, pro rata according to such amount payable to the extent  
 of amounts available;  
  
(iii) third, to the Subgroup 1 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes of Certificates for the current  
 Distribution Date, pro rata according to such amount payable to the extent  
 of amounts available;  
  
(iv) fourth, to the Subgroup 1 Certificates, pro rata according to Class  
 Principal Balance, as principal, the Subgroup 1 Senior Principal  
 Distribution Amount; and  
  
(v) fifth, after any payments to the Subgroup 2 and Subgroup 3 Certificates  
 pursuant to the last paragraph of this definition of "REMIC II Distribution  
 Amount," to the Class R-2 Residual Interest, the Residual Distribution  
 Amount for the Subgroup 1 Certificates for such Distribution Date.  
  
(b) With respect to the Subgroup 2 Certificates, on each Distribution Date on  
 or after the Credit Support Depletion Date, to the extent of the REMIC II  
 Available Distribution Amount for the Subgroup 2 Certificates for such  
 Distribution Date:  
  
(i) first, to the Subgroup 2 Certificates, the amount payable to such Classes  
 of Certificates on prior Distribution Dates pursuant to clause (I)(b)(ii)  
 or (II)(b)(ii) of this definition of "REMIC II Distribution Amount," and  
 remaining unpaid, pro rata according to such amount payable to the extent  
 of amounts available;  
  
(ii) second, to the Subgroup 2 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes of Certificates for the current  
 Distribution Date, pro rata according to such amount payable to the extent  
 of amounts available;  
  
(iii) third, to the Subgroup 2 Certificates, pro rata according to Class  
 Principal Balance, as principal, the Subgroup 2 Senior Principal  
 Distribution Amount; and  
  
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(iv) fourth, after any payments to the Subgroup 1 and Subgroup 3 Certificates  
 pursuant to the last paragraph of this definition of "REMIC II Distribution  
 Amount," to the Class R-2 Residual Interest, the Residual Distribution  
 Amount for the Subgroup 2 Certificates for such Distribution Date.  
  
(c) With respect to the Subgroup 3 Certificates, on each Distribution Date on  
 or after the Credit Support Depletion Date, to the extent of the REMIC II  
 Available Distribution Amount for the Subgroup 3 Certificates for such  
 Distribution Date:  
  
(i) first, to the Subgroup 3 Certificates, the amount payable to such Classes  
 of Certificates on prior Distribution Dates pursuant to clause (I)(c)(ii)  
 or (II)(c)(ii) of this definition of "REMIC II Distribution Amount," and  
 remaining unpaid, pro rata according to such amount payable to the extent  
 of amounts available;  
  
(ii) second, to the Subgroup 3 Certificates, concurrently, the Interest  
 Distribution Amounts for such Classes of Certificates for the current  
 Distribution Date, pro rata according to such amount payable to the extent  
 of amounts available;  
  
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(iii) third, to the Subgroup 3 Certificates, pro rata according to Class  
 Principal Balance, as principal, the Subgroup 3 Senior Principal  
 Distribution Amount; and  
  
(iv) fourth, after any payments to the Subgroup 1 and Subgroup 2 Certificates  
 pursuant to the last paragraph of this definition of "REMIC II Distribution  
 Amount," to the Class R-2 Residual Interest, the Residual Distribution  
 Amount for the Subgroup 3 Certificates for such Distribution Date.  
  
If on any Distribution Date any of Subgroup 1, Subgroup 2 or Subgroup 3 is an  
Undercollateralized Subgroup and the other such Subgroup or Subgroups is an  
Overcollateralized Subgroup, then the REMIC II Available Distribution Amount for  
the Certificates related to the Overcollateralized Subgroup, to the extent  
remaining following distributions of interest and principal to the Subgroup 1,  
Subgroup 2 and Subgroup 3 Certificates pursuant to paragraph (II)(a)(i) through  
(II)(a)(iv), paragraph (II)(b)(i) through (II)(b)(iii) or paragraph (II)(c)(i)  
through (II)(c)(iii), as applicable, shall be paid in the following priority:  
(1) first, such remaining amount, up to the Total Transfer Amount for each  
Undercollateralized Subgroup, pro rata according to the Total Transfer Amount  
for each such Undercollateralized Subgroup, shall be distributed (a) first, to  
the Class A Certificates related to such Undercollateralized Subgroup, in  
payment of any portion of the Interest Distribution Amounts for such Classes of  
Certificates remaining unpaid from such Distribution Date or previous  
Distribution Dates, pro rata according to their respective shares of such unpaid  
amounts, and (b) second, to the Class A Certificates related to such  
Undercollateralized Subgroup, as principal, pro rata according to Class  
Principal Balance, and (2) second, any remaining amount shall be distributed  
pursuant to paragraph (II)(a)(v), (II)(b)(iv) and (II)(c)(iv) above, as  
applicable.  
  
REMIC II Regular Interests: The Classes of undivided beneficial interests in  
REMIC II designated as "regular interests" in the table titled "REMIC II  
Interests" in the Preliminary Statement hereto. The REMIC II Regular Interests,  
together with the Class R-2 Residual Interest, shall be deemed to be a separate  
series of beneficial interests in the assets of the Trust consisting of the  
REMIC II Assets pursuant to Section 3806(b)(2) of the Statutory Trust Statute.  
  
Residual Certificates: The Class R Certificates.  
  
Residual Distribution Amount: For any Distribution Date, with respect to the  
Class R-1 Residual Interest, any portion of the REMIC I Available Distribution  
Amounts for Subgroup 1, Subgroup 2 and Subgroup 3 remaining after all  
distributions of such REMIC I Available Distribution Amounts pursuant to clauses  
(a), (b), (c) and (d) (other than the last subclause of clause (d)) of the  
definition of "REMIC I Distribution Amount."  
  
For any Distribution Date, with respect to the Class R-2 Residual Interest and  
for the Subgroup 1, Subgroup 2 and Subgroup 3 Certificates, any portion of the  
REMIC II Available Distribution Amount for the Subgroup 1, Subgroup 2 and  
Subgroup 3 Certificates, respectively, remaining after all distributions of such  
REMIC II Available Distribution Amount pursuant to clauses (I)(a), (I)(b),  
  
  
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(I)(c), (I)(d), (II)(a), (II)(b) and (II)(c), as applicable, of the definition  
of "REMIC II Distribution Amount" (other than the distributions pursuant to the  
last subclause of clauses (I)(d), (II)(a), (II)(b) and (II)(c).  
  
Upon termination of the obligations created by this Agreement and liquidation of  
REMIC I and REMIC II, the amounts which remain on deposit in the Certificate  
Account after payment to the Holders of the REMIC I Regular Interests of the  
amounts set forth in Section 9.01 of this Agreement, and subject to the  
conditions set forth therein, shall be distributed to the Class R-1 and Class  
R-2 Residual Interests in accordance with the preceding sentences of this  
definition as if the date of such distribution were a Distribution Date.  
  
Responsible Officer: When used with respect to the Trustee or the Delaware  
Trustee, any officer assigned to and working in the Corporate Trust Office (in  
the case of the Trustee) or its corporate trust office (in the case of the  
Delaware Trustee) or, in each case, in a similar group and also, with respect to  
a particular matter, any other officer to whom such matter is referred because  
of such officer's knowledge of and familiarity with the particular subject.  
  
S&P: Standard & Poor's Ratings Services, a division of The XxXxxx-Xxxx  
Companies, Inc., provided that at any time it be a Rating Agency.  
  
Secretary of State: The Secretary of State of the State of Delaware.  
  
Securities Act: The Securities Act of 1933, as amended.  
  
Security Agreement: With respect to a Cooperative Loan, the agreement or  
mortgage creating a security interest in favor of the originator of the  
Cooperative Loan in the related Cooperative Stock.  
  
Selling and Servicing Contract: (a) The contract (including the Washington  
Mutual Mortgage Securities Corp. Selling Guide and Washington Mutual Mortgage  
Securities Corp. Servicing Guide to the extent incorporated by reference  
therein) between the Company and a Person relating to the sale of the Mortgage  
Loans to the Company and the servicing of such Mortgage Loans for the benefit of  
the Certificateholders, which contract is substantially in the form of Exhibit E  
hereto, as such contract may be amended or modified from time to time; provided,  
however, that any such amendment or modification shall not materially adversely  
affect the interests and rights of Certificateholders or (b) any other similar  
contract, including any mortgage loan purchase and servicing agreement or any  
assignment, assumption and recognition agreement related to a mortgage loan  
purchase and sale agreement, providing substantially similar rights and benefits  
as those provided by the forms of contract attached as Exhibit E hereto.  
  
Senior Certificates: The Class P, Class X, Subgroup 1, Subgroup 2, Subgroup 3  
and Residual Certificates.  
  
Senior Subordinate Certificates: The Subordinate Certificates other than the  
Junior Subordinate Certificates.  
  
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Servicer: A mortgage loan servicing institution to which the Master Servicer has  
assigned servicing duties with respect to any Mortgage Loan under a Selling and  
Servicing Contract; provided, however, the Master Servicer may designate itself  
or one or more other mortgage loan servicing institutions as Servicer upon  
termination of an initial Servicer's servicing duties.  
  
Servicing Fee: For each Mortgage Loan, the fee paid to the Servicer thereof to  
perform primary servicing functions for the Master Servicer with respect to such  
Mortgage Loan, equal to the per annum rate set forth for each Mortgage Loan in  
the Mortgage Loan Schedule on the outstanding Principal Balance of such Mortgage  
Loan. In addition, any prepayment penalty received on a Mortgage Loan will be  
paid as additional servicing compensation to the Master Servicer or the related  
Servicer.  
  
Servicing Officer: Any officer of the Master Servicer involved in, or  
responsible for, the administration and servicing of the Mortgage Loans or the  
Certificates, as applicable, whose name and specimen signature appear on a list  
of servicing officers furnished to the Trustee by the Master Servicer, as such  
list may from time to time be amended.  
  
Special Hazard Coverage: The Special Hazard Coverage on the most recent  
anniversary of the Cut-Off Date (calculated in accordance with the second  
sentence of this paragraph) or, if prior to the first such anniversary,  
$5,951,817, in each case reduced by Special Hazard Losses allocated to the  
Certificates since the most recent anniversary of the Cut-Off Date (or, if prior  
to the first such anniversary, since the Cut-Off Date). On each anniversary of  
the Cut-Off Date, the Special Hazard Coverage shall be reduced, but not  
increased, to an amount equal to the lesser of (1) the greatest of (a) the  
aggregate principal balance of the Mortgage Loans located in the single  
California zip code area containing the largest aggregate principal balance of  
Mortgage Loans, (b) 1.0% of the aggregate unpaid principal balance of the  
Mortgage Loans and (c) twice the unpaid principal balance of the largest single  
Mortgage Loan, in each case calculated as of the Due Date in the immediately  
preceding month, and (2) $5,951,817 as reduced by the Special Hazard Losses  
allocated to the Certificates since the Cut-Off Date.  
  
The Special Hazard Coverage may be reduced upon written confirmation from the  
Rating Agencies that such reduction will not adversely affect the then current  
ratings assigned to the Certificates by the Rating Agencies.  
  
Special Hazard Loss: A Realized Loss (or portion thereof) with respect to a  
Mortgage Loan arising from any direct physical loss or damage to a Mortgaged  
Property not covered by a standard hazard maintenance policy with extended  
coverage which is caused by or results from any cause except: (i) fire,  
lightning, windstorm, hail, explosion, riot, riot attending a strike, civil  
commotion, vandalism, aircraft, vehicles, smoke, sprinkler leakage, except to  
the extent of that portion of the loss which was uninsured because of the  
application of a co-insurance clause of any insurance policy covering these  
perils; (ii) normal wear and tear, gradual deterioration, inherent vice or  
inadequate maintenance of all or part thereof; (iii) errors in design, faulty  
workmanship or materials, unless the collapse of the property or a part thereof  
ensues and then only for the ensuing loss; (iv) nuclear reaction or nuclear  
radiation or radioactive contamination, all whether controlled or uncontrolled  
and whether such loss be direct or indirect, proximate or remote or be in whole  
or in part caused by, contributed to or aggravated by a peril covered by this  
definition of Special Hazard Loss; (v) hostile or warlike action in time of  
peace or war, including action in hindering, combating or defending against an  
actual, impending or expected attack (a) by any government of sovereign power  
  
  
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(de jure or de facto), or by an authority maintaining or using military, naval  
or air forces, (b) by military, naval or air forces, or (c) by an agent of any  
such government, power, authority or forces; (vi) any weapon of war employing  
atomic fission or radioactive force whether in time of peace or war; (vii)  
insurrection, rebellion, revolution, civil war, usurped power or action taken by  
governmental authority in hindering, combating or defending against such  
occurrence; or (viii) seizure or destruction under quarantine or customs  
regulations, or confiscation by order of any government or public authority.  
  
Special Primary Insurance Policy: Any Primary Insurance Policy covering a  
Mortgage Loan the premium of which is payable by the Trustee pursuant to Section  
4.04(a), if so identified in the Mortgage Loan Schedule. There are no Special  
Primary Insurance Policies with respect to any of the Mortgage Loans.  
  
Special Primary Insurance Premium: With respect to any Special Primary Insurance  
Policy, the monthly premium payable thereunder.  
  
Statutory Trust Statute: Chapter 38 of Title 12 of the Delaware Code, 12  
Del.C.ss.3801 et seq., as the same may be amended from time to time.  
  
Step Down Percentage: For any Distribution Date, the percentage indicated below:  
  
 Distribution Date Occurring In Step Down Percentage  
 ------------------------------ --------------------  
 July 2004 through June 2009 0%  
 July 2009 through June 2010 30%  
 July 2010 through June 2011 40%  
 July 2011 through June 2012 60%  
 July 2012 through June 2013 80%  
 July 2013 and thereafter 100%  
  
Stripped Interest Rate: For each Mortgage Loan, the excess, if any, of the  
Pass-Through Rate for such Mortgage Loan over 6.000% per annum.  
  
Subgroup: Subgroup 1, Subgroup 2 or Subgroup 3, as applicable.  
  
Subgroup 1: The group of Mortgage Loans (or portions of Mortgage Loans)  
comprised of the Subgroup 1 Loans.  
  
Subgroup 1 Certificates: The Class 1-A-1, Class 1-A-2, Class 1-A-3, Class 1-A-4,  
Class 1-A-5 and Class 1-A-6 Certificates.  
  
Subgroup 1 Loans: The following Mortgage Loans or portions thereof:  
  
 (i) the Mortgage Loans with Pass-Through Rates less than or equal to  
5.000%;  
  
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 (ii) 75% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.125%;  
  
 (iii) 50% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.250%; and  
  
 (iv) 25% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.375%.  
  
Subgroup 1 Lockout Adjusted Percentage: (i) For any Distribution Date occurring  
before July 2009, 0% and (ii) for any Distribution Date occurring in or after  
July 2009, the Subgroup 1 Lockout Percentage.  
  
Subgroup 1 Lockout Liquidation Amount: For any Distribution Date, the aggregate,  
for each Subgroup 1 Loan which became a Liquidated Mortgage Loan during the  
Prior Period, of the lesser of (i) the Subgroup 1 Lockout Adjusted Percentage of  
the Subgroup 1 Senior Percentage of the Principal Balance of such Mortgage Loan  
(exclusive of the Class P Fraction of such balance for any Class P Mortgage  
Loan) and (ii) the Subgroup 1 Lockout Adjusted Percentage of the Subgroup 1  
Senior Prepayment Percentage of the Liquidation Principal with respect to such  
Mortgage Loan.  
  
Subgroup 1 Lockout Percentage: For any Distribution Date, the aggregate Class  
Principal Balance of the Class 1-A-5 and Class 1-A-6 Certificates, divided by  
the aggregate Principal Balance of the Subgroup 1 Certificates, in each case  
immediately before such Distribution Date.  
  
Subgroup 1 Lockout Prepayment Percentage: For any Distribution Date, the product  
of (i) the Subgroup 1 Lockout Percentage and (ii) the Step Down Percentage.  
  
Subgroup 1 Lockout Priority Amount: For any Distribution Date, the sum of (i)  
the Subgroup 1 Lockout Adjusted Percentage of the Subgroup 1 Senior Percentage  
of the Principal Payment Amount for Subgroup 1 (exclusive of the Class P  
Fraction of such balance for any Class P Mortgage Loan), (ii) the Subgroup 1  
Lockout Prepayment Percentage of the Subgroup 1 Senior Prepayment Percentage of  
the Principal Prepayment Amount for Subgroup 1 (exclusive of the Class P  
Fraction of such balance for any Class P Mortgage Loan) and (iii) the Subgroup 1  
Lockout Liquidation Amount.  
  
Subgroup 1 Senior Principal Distribution Amount: For any Distribution Date, an  
amount equal to the sum of (a) the Subgroup 1 Senior Percentage of the Principal  
Payment Amount for Subgroup 1 (exclusive of the portion thereof attributable to  
principal distributions to the Class P Certificates pursuant to clauses  
(I)(a)(i) and (II)(a)(i) of the definition of "REMIC II Distribution Amount"),  
(b) the Subgroup 1 Senior Prepayment Percentage of the Principal Prepayment  
Amount for Subgroup 1 (exclusive of the portion thereof attributable to  
principal distributions to the Class P Certificates pursuant to clauses  
(I)(a)(i) and (II)(a)(i) of the definition of "REMIC II Distribution Amount")  
and (c) the Subgroup 1 Senior Liquidation Amount.  
  
Subgroup 1 Senior Liquidation Amount: For any Distribution Date, the sum of (A)  
the aggregate, for each Subgroup 1 Loan which became a Liquidated Mortgage Loan  
during the Prior Period, of the lesser of: (i) the Subgroup 1 Senior Percentage  
of the Principal Balance of such Mortgage Loan (or such portion thereof)  
  
  
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(exclusive of the Class P Fraction thereof, with respect to any Class P Mortgage  
Loan) and (ii) the Subgroup 1 Senior Prepayment Percentage of the Liquidation  
Principal with respect to such Mortgage Loan ( or such portion thereof) and (B)  
the Subgroup 1 Senior Prepayment Percentage of any Subsequent Recoveries for  
Subgroup 1 for such Distribution Date.  
  
Subgroup 1 Senior Percentage: For any Distribution Date, the lesser of (i) 100%  
and (ii) the aggregate Class Principal Balance of the Subgroup 1 Certificates  
and Class R Certificates divided by the aggregate Principal Balance of the  
Subgroup 1 Loans (exclusive of the Class P Fraction thereof with respect to any  
Class P Mortgage Loan), in each case immediately before such Distribution Date.  
  
Subgroup 1 Senior Prepayment Percentage, Subgroup 2 Senior Prepayment Percentage  
or Subgroup 3 Senior Prepayment Percentage : For any Distribution Date, each of  
the Subgroup 1 Senior Prepayment Percentage, the Subgroup 2 Senior Prepayment  
Percentage and the Subgroup 3 Senior Prepayment Percentage shall equal 100%,  
unless (i) the Subgroup 1 Senior Percentage for such Distribution Date is less  
than or equal to the Subgroup 1 Senior Percentage as of the Closing Date, the  
Subgroup 2 Senior Percentage for such Distribution Date is less than or equal to  
the Subgroup 2 Senior Percentage as of the Closing Date and the Subgroup 3  
Senior Percentage for such Distribution Date is less than or equal to the  
Subgroup 3 Senior Percentage as of the Closing Date, (ii) such Distribution Date  
occurs on or after the fifth anniversary of the first Distribution Date and  
(iii) the following tests specified in clauses (a) through (f) are met with  
respect to each of Subgroup 1, Subgroup 2 and Subgroup 3:  
  
 (a) the mean aggregate Principal Balance as of the  
 Distribution Date in each of the immediately preceding six  
 calendar months of the Subgroup 1 Loans which were 60 or more  
 days delinquent as of such date (including Mortgage Loans in  
 bankruptcy or foreclosure and Mortgaged Properties held by  
 REMIC I) is less than or equal to 50% of the Subordinate  
 Component Balance for Subgroup 1 as of the current  
 Distribution Date,  
  
 (b) the mean aggregate Principal Balance as of the  
 Distribution Date in each of the immediately preceding six  
 calendar months of the Subgroup 2 Loans which were 60 or more  
 days delinquent as of such date (including Mortgage Loans in  
 bankruptcy or foreclosure and Mortgaged Properties held by  
 REMIC I) is less than or equal to 50% of the Subordinate  
 Component Balance for Subgroup 2 as of the current  
 Distribution Date,  
  
 (c) the mean aggregate Principal Balance as of the  
 Distribution Date in each of the immediately preceding six  
 calendar months of the Subgroup 3 Loans which were 60 or more  
 days delinquent as of such date (including Mortgage Loans in  
 bankruptcy or foreclosure and Mortgaged Properties held by  
 REMIC I) is less than or equal to 50% of the Subordinate  
 Component Balance for Subgroup 3 as of the current  
 Distribution Date,  
  
 (d) cumulative Realized Losses on the Subgroup 1 Loans  
 allocated to the Class B Certificates, as a percentage of the  
 Subordinate Component Balance for Subgroup 1 as of the Closing  
 Date, are less than or equal to, for any Distribution Date (1)  
 before the sixth anniversary of the first Distribution Date,  
 30%, (2) on or after the sixth anniversary but before the  
 seventh anniversary of the first Distribution Date, 35%, (3)  
 on or after the seventh anniversary but before the eighth  
 anniversary of the first Distribution Date, 40%, (4) on or  
 after the eighth anniversary but before the ninth anniversary  
 of the first Distribution Date, 45%, and (5) on or after the  
 ninth anniversary of the first Distribution Date, 50%,  
  
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 (e) cumulative Realized Losses on the Subgroup 2 Loans  
 allocated to the Class B Certificates, as a percentage of the  
 Subordinate Component Balance for Subgroup 2 as of the Closing  
 Date, are less than or equal to, for any Distribution Date (1)  
 before the sixth anniversary of the first Distribution Date,  
 30%, (2) on or after the sixth anniversary but before the  
 seventh anniversary of the first Distribution Date, 35%, (3)  
 on or after the seventh anniversary but before the eighth  
 anniversary of the first Distribution Date, 40%, (4) on or  
 after the eighth anniversary but before the ninth anniversary  
 of the first Distribution Date, 45%, and (5) on or after the  
 ninth anniversary of the first Distribution Date, 50%, and  
  
 (f) cumulative Realized Losses on the Subgroup 3 Loans  
 allocated to the Class B Certificates, as a percentage of the  
 Subordinate Component Balance for Subgroup 3 as of the Closing  
 Date, are less than or equal to, for any Distribution Date (1)  
 before the sixth anniversary of the first Distribution Date,  
 30%, (2) on or after the sixth anniversary but before the  
 seventh anniversary of the first Distribution Date, 35%, (3)  
 on or after the seventh anniversary but before the eighth  
 anniversary of the first Distribution Date, 40%, (4) on or  
 after the eighth anniversary but before the ninth anniversary  
 of the first Distribution Date, 45%, and (5) on or after the  
 ninth anniversary of the first Distribution Date, 50%,  
  
in which case the Subgroup 1 Senior Prepayment Percentage, the Subgroup 2 Senior  
Prepayment Percentage and the Subgroup 3 Senior Prepayment Percentage shall be  
calculated as follows: (1) for any such Distribution Date on or after the fifth  
anniversary but before the sixth anniversary of the first Distribution Date, the  
Subgroup 1 Senior Percentage, the Subgroup 2 Senior Percentage or the Subgroup 3  
Senior Percentage, as applicable, for such Distribution Date plus 70% of the  
Subordinate Percentage for the related Subgroup for such Distribution Date; (2)  
for any such Distribution Date on or after the sixth anniversary but before the  
seventh anniversary of the first Distribution Date, the Subgroup 1 Senior  
Percentage, Subgroup 2 Senior Percentage or the Subgroup 3 Senior Percentage, as  
applicable, for such Distribution Date plus 60% of the Subordinate Percentage  
for the related Subgroup for such Distribution Date; (3) for any such  
Distribution Date on or after the seventh anniversary but before the eighth  
anniversary of the first Distribution Date, the Subgroup 1 Senior Percentage,  
Subgroup 2 Senior Percentage or the Subgroup 3 Senior Percentage, as applicable,  
for such Distribution Date plus 40% of the Subordinate Percentage for the  
related Subgroup for such Distribution Date; (4) for any such Distribution Date  
on or after the eighth anniversary but before the ninth anniversary of the first  
Distribution Date, the Subgroup 1 Senior Percentage, Subgroup 2 Senior  
Percentage or the Subgroup 3 Senior Percentage, as applicable, for such  
Distribution Date plus 20% of the Subordinate Percentage for the related  
  
  
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Subgroup for such Distribution Date; and (5) for any such Distribution Date  
thereafter, the Subgroup 1 Senior Percentage, Subgroup 2 Senior Percentage or  
the Subgroup 3 Senior Percentage, as applicable, for such Distribution Date.  
  
If on any Distribution Date the allocation to the Subgroup 1, Subgroup 2 or  
Subgroup 3 Certificates of Principal Prepayments in the percentage required  
would reduce the aggregate Class Principal Balance of such Certificates below  
zero, the Subgroup 1 Senior Prepayment Percentage, the Subgroup 2 Senior  
Prepayment Percentage or the Subgroup 3 Senior Prepayment Percentage, as  
applicable, for such Distribution Date shall be limited to the percentage  
necessary to reduce such Class Principal Balance to zero. Notwithstanding the  
foregoing, however, on each Distribution Date, the Class P Certificates shall  
receive the applicable Class P Fraction of all principal payments, including,  
without limitation, Principal Prepayments, received in respect of Class P  
Mortgage Loans.  
  
Subgroup 1 Subordinate Balance: For any date of determination, an amount equal  
to the then outstanding aggregate Principal Balance of the Subgroup 1 Loans  
reduced by the sum of the aggregate Class Principal Balance of the Subgroup 1,  
Class P and Residual Certificates.  
  
Subgroup 1 Subordinate Percentage: For any Distribution Date, the excess of 100%  
over the Subgroup 1 Senior Percentage for such date.  
  
Subgroup 1 Subordinate Prepayment Percentage: For any Distribution Date, the  
excess of 100% over the Subgroup 1 Senior Prepayment Percentage for such  
Distribution Date; provided, however, that if the aggregate Class Principal  
Balance of the Subgroup 1 and Class R Certificates has been reduced to zero,  
then the Subgroup 1 Subordinate Prepayment Percentage shall equal 100%.  
  
Subgroup 2: The group of Mortgage Loans (or portions of Mortgage Loans)  
comprised of the Subgroup 2 Loans.  
  
Subgroup 2 Certificates: The Class 2-A-1, Class 2-A-2, Class 2-A-3, Class 2-A-4,  
Class 2-A-5, Class 2-A-6, Class 2-A-7 and Class 2-A-8 Certificates.  
  
Subgroup 2 Loans: The following Mortgage Loans or portions thereof:  
  
 (i) 25% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.125%;  
  
 (ii) 50% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.250%;  
  
 (iii) 75% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.375%;  
  
 (iv) the Mortgage Loans with Pass-Through Rates equal to 5.500%;  
  
 (v) 75% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.625%;  
  
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 (vi) 50% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.750%; and  
  
 (vii) 25% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.875%.  
  
Subgroup 2 Lockout Adjusted Percentage: (i) For any Distribution Date occurring  
before July 2009, 0% and (ii) for any Distribution Date occurring in or after  
July 2009, the Subgroup 2 Lockout Percentage.  
  
Subgroup 2 Lockout Liquidation Amount: For any Distribution Date, the aggregate,  
for each Subgroup 2 Loan which became a Liquidated Mortgage Loan during the  
Prior Period, of the lesser of (i) the Subgroup 2 Lockout Adjusted Percentage of  
the Subgroup 2 Senior Percentage of the Principal Balance of such Mortgage Loan  
and (ii) the Subgroup 2 Lockout Adjusted Percentage of the Subgroup 2 Senior  
Prepayment Percentage of the Liquidation Principal with respect to such Mortgage  
Loan.  
  
Subgroup 2 Lockout Percentage: For any Distribution Date, the aggregate Class  
Principal Balance of the Class 2-A-7 and Class 2-A-8 Certificates, divided by  
the aggregate Principal Balance of the Subgroup 2 Certificates, in each case  
immediately before such Distribution Date.  
  
Subgroup 2 Lockout Prepayment Percentage: For any Distribution Date, the product  
of (i) the Subgroup 2 Lockout Percentage and (ii) the Step Down Percentage.  
  
Subgroup 2 Lockout Priority Amount: For any Distribution Date, the sum of (i)  
the Subgroup 2 Lockout Adjusted Percentage of the Subgroup 2 Senior Percentage  
of the Principal Payment Amount for Subgroup 2, (ii) the Subgroup 2 Lockout  
Prepayment Percentage of the Subgroup 2 Senior Prepayment Percentage of the  
Principal Prepayment Amount for Subgroup 2 and (iii) the Subgroup 2 Lockout  
Liquidation Amount.  
  
Subgroup 2 Senior Principal Distribution Amount: For any Distribution Date, an  
amount equal to the sum of (a) the Subgroup 2 Senior Percentage of the Principal  
Payment Amount for Subgroup 2, (b) the Subgroup 2 Senior Prepayment Percentage  
of the Principal Prepayment Amount for Subgroup 2 and (c) the Subgroup 2 Senior  
Liquidation Amount.  
  
Subgroup 2 Senior Liquidation Amount: For any Distribution Date, the sum of (A)  
the aggregate, for each Subgroup 2 Loan which became a Liquidated Mortgage Loan  
during the Prior Period, of the lesser of: (i) the Subgroup 2 Senior Percentage  
of the Principal Balance of such Mortgage Loan (or such portion thereof) and  
(ii) the Subgroup 2 Senior Prepayment Percentage of the Liquidation Principal  
with respect to such Mortgage Loan (or such portion thereof) and (B) the  
Subgroup 2 Senior Prepayment Percentage of any Subsequent Recoveries for  
Subgroup 2 for such Distribution Date.  
  
Subgroup 2 Senior Percentage: For any Distribution Date, the lesser of (i) 100%  
and (ii) the aggregate Class Principal Balance of the Subgroup 2 Certificates  
divided by the aggregate Principal Balance of the Subgroup 2 Loans, in each case  
immediately before such Distribution Date.  
  
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Subgroup 2 Senior Prepayment Percentage: See the definition of "Subgroup 1  
Senior Prepayment Percentage, Subgroup 2 Senior Prepayment Percentage or  
Subgroup 3 Senior Prepayment Percentage."  
  
Subgroup 2 Subordinate Balance: For any date of determination, an amount equal  
to the then outstanding aggregate Principal Balance of the Subgroup 2 Loans  
reduced by the aggregate Class Principal Balance of the Subgroup 2 Certificates.  
Subgroup 2 Subordinate Percentage: For any Distribution Date, the excess of 100%  
over the Subgroup 2 Senior Percentage for such date.  
  
Subgroup 2 Subordinate Prepayment Percentage: For any Distribution Date, the  
excess of 100% over the Subgroup 2 Senior Prepayment Percentage for such  
Distribution Date; provided, however, that if the aggregate Class Principal  
Balance of the Subgroup 2 Certificates has been reduced to zero, then the  
Subgroup 2 Subordinate Prepayment Percentage shall equal 100%.  
  
Subgroup 3: The group of Mortgage Loans (or portions of Mortgage Loans)  
comprised of the Subgroup 3 Loans.  
  
Subgroup 3 Certificates: The Class 3-A-1, Class 3-A-2 and Class 3-A-3 Certificates.  
  
Subgroup 3 Loans: The following Mortgage Loans or portions thereof:  
  
 (i) 25% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.625%;  
  
 (ii) 50% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.750%;  
  
 (iii) 75% of the Principal Balance of any Mortgage Loan with a  
Pass-Through Rate equal to 5.875%; and  
  
 (iv) the Mortgage Loans with Pass-Through Rates greater than or equal  
to 6.000%.  
  
Subgroup 3 Lockout Adjusted Percentage: (i) For any Distribution Date occurring  
before July 2009, 0% and (ii) for any Distribution Date occurring in or after  
July 2009, the Subgroup 3 Lockout Percentage.  
  
Subgroup 3 Lockout Liquidation Amount: For any Distribution Date, the aggregate,  
for each Subgroup 3 Loan which became a Liquidated Mortgage Loan during the  
Prior Period, of the lesser of (i) the Subgroup 3 Lockout Adjusted Percentage of  
the Subgroup 3 Senior Percentage of the Principal Balance of such Mortgage Loan  
and (ii) the Subgroup 3 Lockout Adjusted Percentage of the Subgroup 3 Senior  
Prepayment Percentage of the Liquidation Principal with respect to such Mortgage  
Loan.  
  
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Subgroup 3 Lockout Percentage: For any Distribution Date, the Class 3-A-3  
Principal Balance, divided by the aggregate Principal Balance of the Subgroup 3  
Certificates, in each case immediately before such Distribution Date.  
  
Subgroup 3 Lockout Prepayment Percentage: For any Distribution Date, the product  
of (i) the Subgroup 3 Lockout Percentage and (ii) the Step Down Percentage.  
  
Subgroup 3 Lockout Priority Amount: For any Distribution Date, the sum of (i)  
the Subgroup 3 Lockout Adjusted Percentage of the Subgroup 3 Senior Percentage  
of the Principal Payment Amount for Subgroup 3, (ii) the Subgroup 3 Lockout  
Prepayment Percentage of the Subgroup 3 Senior Prepayment Percentage of the  
Principal Prepayment Amount for Subgroup 3 and (iii) the Subgroup 3 Lockout  
Liquidation Amount.  
  
Subgroup 3 Senior Principal Distribution Amount: For any Distribution Date, an  
amount equal to the sum of (a) the Subgroup 3 Senior Percentage of the Principal  
Payment Amount for Subgroup 3, (b) the Subgroup 3 Senior Prepayment Percentage  
of the Principal Prepayment Amount for Subgroup 3 and (c) the Subgroup 3 Senior  
Liquidation Amount.  
  
Subgroup 3 Senior Liquidation Amount: For any Distribution Date, the sum of (A)  
the aggregate, for each Subgroup 3 Loan which became a Liquidated Mortgage Loan  
during the Prior Period, of the lesser of: (i) the Subgroup 3 Senior Percentage  
of the Principal Balance of such Mortgage Loan (or such portion thereof) and  
(ii) the Subgroup 3 Senior Prepayment Percentage of the Liquidation Principal  
with respect to such Mortgage Loan (or such portion thereof) and (B) the  
Subgroup 3 Senior Prepayment Percentage of any Subsequent Recoveries for  
Subgroup 3 for such Distribution Date.  
  
Subgroup 3 Senior Percentage: For any Distribution Date, the lesser of (i) 100%  
and (ii) the aggregate Class Principal Balance of the Subgroup 3 Certificates  
divided by the aggregate Principal Balance of the Subgroup 3 Loans, in each case  
immediately before such Distribution Date.  
  
Subgroup 3 Senior Prepayment Percentage: See the definition of "Subgroup 1  
Senior Prepayment Percentage, Subgroup 2 Senior Prepayment Percentage or  
Subgroup 3 Senior Prepayment Percentage."  
  
Subgroup 3 Subordinate Balance: For any date of determination, an amount equal  
to the then outstanding aggregate Principal Balance of the Subgroup 3 Loans  
reduced by the Class Principal Balance of the Subgroup 3 Certificates.  
  
Subgroup 3 Subordinate Percentage: For any Distribution Date, the excess of 100%  
over the Subgroup 3 Senior Percentage for such date.  
  
Subgroup 3 Subordinate Prepayment Percentage: For any Distribution Date, the  
excess of 100% over the Subgroup 3 Senior Prepayment Percentage for such  
Distribution Date; provided, however, that if the Class Principal Balance of the  
Subgroup 3 Certificates has been reduced to zero, then the Subgroup 3  
Subordinate Prepayment Percentage shall equal 100%.  
  
Subordinate Certificates: The Class B Certificates.  
  
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Subordinate Component Balance: With respect to Subgroup 1 for any date of  
determination, the then outstanding aggregate Principal Balance of the Subgroup  
1 Loans (less the applicable Class P Fraction thereof with respect to any Class  
P Mortgage Loan) minus the then outstanding aggregate Class Principal Balance of  
the Subgroup 1 and Residual Certificates. With respect to Subgroup 2 for any  
date of determination, the then outstanding aggregate Principal Balance of the  
Subgroup 2 Loans minus the then outstanding aggregate Class Principal Balance of  
the Subgroup 2 Certificates. With respect to Subgroup 3 for any date of  
determination, the then outstanding aggregate Principal Balance of the Subgroup  
3 Loans minus the then outstanding aggregate Class Principal Balance of the  
Subgroup 3 Certificates.  
  
Subordinate Liquidation Amount: For any Distribution Date, the excess, if any,  
of the sum of (A) the aggregate of Liquidation Principal for all Mortgage Loans  
which became Liquidated Mortgage Loans during the Prior Period and (B) any  
Subsequent Recoveries for such Distribution Date for Subgroup 1, Subgroup 2 and  
Subgroup 3, over the sum of the Subgroup 1 Senior Liquidation Amount, the  
Subgroup 2 Senior Liquidation Amount and the Subgroup 3 Senior Liquidation  
Amount for such Distribution Date.  
  
Subordinate Percentage: The Subgroup 1 Subordinate Percentage, Subgroup 2  
Subordinate Percentage or Subgroup 3 Subordinate Percentage, as applicable.  
  
Subordinate Principal Distribution Amount: For any Distribution Date, the excess  
of (A) the sum of (i) the Subgroup 1 Subordinate Percentage of the Principal  
Payment Amount for Subgroup 1 (exclusive of the portion thereof attributable to  
principal distributions to the Class P Certificates pursuant to clause (I)(a)(i)  
of the definition of "REMIC II Distribution Amount"), (ii) the Subgroup 2  
Subordinate Percentage of the Principal Payment Amount for Subgroup 2, (iii) the  
Subgroup 3 Subordinate Percentage of the Principal Payment Amount for Subgroup  
3, (iv) the Subordinate Principal Prepayments Distribution Amount (without  
regard to the proviso in the definition thereof) and (v) the Subordinate  
Liquidation Amount over (B) the amounts required to be distributed to the Class  
P Certificates pursuant to clauses (I)(d)(i) and (I)(d)(ii) of the definition of  
"REMIC II Distribution Amount" on such Distribution Date.  
  
On any Distribution Date, the Subordinate Principal Distribution Amount shall be  
allocated pro rata, by Class Principal Balance, among the Classes of Class B  
Certificates and paid in the order of distribution to such Classes pursuant to  
clause (I)(d) of the definition of "REMIC II Distribution Amount" except as  
otherwise stated in such definition. Notwithstanding the foregoing, on any  
Distribution Date prior to distributions on such date, if the Subordination  
Level for any Class of Class B Certificates is less than such Subordination  
Level as of the Closing Date, the pro rata portion of the Subordinate Principal  
Prepayments Distribution Amount otherwise allocable to the Class or Classes of  
Class B Certificates junior to such Class will be distributed to the most senior  
Class of Class B Certificates for which the Subordination Level is less than the  
Subordination Level as of the Closing Date, and to the Class or Classes of Class  
B Certificates senior thereto, pro rata according to the Class Principal  
Balances of such Classes. For purposes of this definition and the definition of  
"Subordination Level," the relative seniority, from highest to lowest, of the  
Class B Certificates shall be as follows: Class B-1, Class B-2, Class B-3, Class  
B-4, Class B-5 and Class B-6.  
  
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Subordinate Principal Prepayments Distribution Amount: For any Distribution  
Date, the sum of (i) the Subgroup 1 Subordinate Prepayment Percentage of the  
Principal Prepayment Amount for Subgroup 1 (exclusive of the portion thereof  
attributable to principal distributions to the Class P Certificates pursuant to  
clause (I)(a)(i) of the definition of "REMIC II Distribution Amount"), (ii) the  
Subgroup 2 Subordinate Prepayment Percentage of the Principal Prepayment Amount  
for Subgroup 2 and (iii) the Subgroup 3 Subordinate Prepayment Percentage of the  
Principal Prepayment Amount for Subgroup 3; provided, however, that if the  
amount specified in clause (B) of the definition of "Subordinate Principal  
Distribution Amount" is greater than the sum of the amounts specified in clauses  
(A)(i), (A)(ii), (A)(iii) and (A)(v) of such definition, then the Subordinate  
Principal Prepayments Distribution Amount shall be reduced by the amount of such  
excess.  
  
Subordination Level: On any specified date, with respect to any Class of Class B  
Certificates, the percentage obtained by dividing the aggregate Class Principal  
Balance of the Classes of Class B Certificates which are subordinate in right of  
payment to such Class by the aggregate Class Principal Balance of the  
Certificates as of such date prior to giving effect to distributions of  
principal and interest and allocations of Realized Losses on the Mortgage Loans  
on such date.  
  
Subsequent Recoveries: For any Distribution Date and any Subgroup, amounts  
received by the Master Servicer during the Prior Period (after deduction of  
amounts reimbursable under Section 3.05(a)(i) and (ii)) in connection with the  
liquidation of defaulted Mortgage Loans (or portions of Mortgage Loans) in such  
Subgroup after such Mortgage Loans (or portions thereof) became Liquidated  
Mortgage Loans, for each such Mortgage Loan (or portions thereof) up to the  
amount of Realized Losses, if any, previously allocated in respect of such  
Mortgage Loan (or portions thereof) in reduction of the Class Principal Balance  
of any Class of Certificates.  
  
Substitute Mortgage Loan: A Mortgage Loan which is substituted for another  
Mortgage Loan pursuant to and in accordance with the provisions of Section 2.07.  
  
Tax Matters Person: With respect to each of REMIC I and REMIC II, a Holder of a  
Class R Certificate with a Percentage Interest of at least 0.01% or any  
Permitted Transferee of such Class R Certificateholder designated as succeeding  
to the position of Tax Matters Person in a notice to the Trustee signed by  
authorized representatives of the transferor and transferee of such Class R  
Certificate. The Company is hereby appointed to act as the Tax Matters Person  
for REMIC I and REMIC II so long as it holds a Class R Certificate with a  
Percentage Interest of at least 0.01%. The Company is hereby appointed to act as  
agent for the Tax Matters Person for REMIC I and REMIC II, to perform the  
functions of such Tax Matters Person as provided herein, so long as the Company  
is the Master Servicer hereunder, in the event that the Company ceases to hold a  
Class R Certificate with the required Percentage Interest. In the event that the  
Company ceases to be the Master Servicer hereunder, the successor Master  
Servicer is hereby appointed to act as agent for the Tax Matters Person for  
REMIC I and REMIC II, to perform the functions of such Tax Matters Person as  
  
  
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provided herein. If the Tax Matters Person for REMIC I and REMIC II becomes a  
Disqualified Organization, the last preceding Holder, that is not a Disqualified  
Organization, of the Class R Certificate held by the Disqualified Organization  
shall be Tax Matters Person pursuant to and as permitted by Section 5.01(c). If  
any Person is appointed as tax matters person by the Internal Revenue Service  
pursuant to the Code, such Person shall be Tax Matters Person.  
  
Termination Date: The date upon which final payment of the Certificates will be  
made pursuant to the procedures set forth in Section 9.01(b).  
  
Termination Payment: The final payment delivered to the Certificateholders on  
the Termination Date pursuant to the procedures set forth in Section 9.01(b).  
  
Total Transfer Amount: For any Distribution Date and for any Undercollateralized  
Subgroup, an amount equal to the sum of the Interest Transfer Amount and the  
Principal Transfer Amount for such Undercollateralized Subgroup.  
  
Transfer: Any direct or indirect transfer or sale of any Ownership Interest in a  
Residual Certificate.  
  
Transferee: Any Person who is acquiring by Transfer any Ownership Interest in a  
Residual Certificate.  
  
Transferee Affidavit and Agreement: An affidavit and agreement in the form  
attached hereto as Exhibit J.  
  
Trust: WaMu Mortgage Pass-Through Certificates Series 2004-S3 Trust, a Delaware  
statutory trust, created pursuant to this Agreement.  
  
Trustee: U.S. Bank National Association, or its successor-in-interest as  
provided in Section 8.09, or any successor trustee appointed as herein provided.  
  
Uncollected Interest: With respect to any Distribution Date for any Mortgage  
Loan on which a Payoff was made by a Mortgagor during the related Payoff Period,  
except for Payoffs received during the period from the first through the 14th  
day of the month of such Distribution Date, an amount equal to one month's  
interest at the applicable Pass-Through Rate on such Mortgage Loan less the  
amount of interest actually paid by the Mortgagor with respect to such Payoff.  
  
Uncompensated Interest Shortfall: For any Distribution Date, the sum of (i) the  
aggregate Relief Act Shortfall for such Distribution Date, (ii) aggregate  
Curtailment Shortfall for such Distribution Date and (iii) the excess, if any,  
of (a) aggregate Uncollected Interest for such Distribution Date over (b)  
Compensating Interest for such Distribution Date.  
  
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Uncompensated Interest Shortfall shall be allocated to each Class of  
Certificates (other than the Class R Certificates) pro rata according to the  
amount of interest accrued but unpaid thereon, in reduction thereof.  
  
Uncompensated Interest Shortfall shall be allocated to the REMIC I Regular  
Interests pro rata according to the amount of interest accrued but unpaid on  
each such Class, in reduction thereof.  
  
Undercollateralized Subgroup: For any Distribution Date, Subgroup 1, if  
immediately prior to such Distribution Date the aggregate Class Principal  
Balance of the Subgroup 1 and Residual Certificates is greater than the  
aggregate Principal Balance of the Subgroup 1 Loans (less the applicable Class P  
Fraction thereof with respect to each Class P Mortgage Loan); for any  
Distribution Date, Subgroup 2, if immediately prior to such Distribution Date  
the Class Principal Balance of the Subgroup 2 Certificates is greater than the  
aggregate Principal Balance of the Subgroup 2 Loans; and for any Distribution  
Date, Subgroup 3, if immediately prior to such Distribution Date the Class  
Principal Balance of the Subgroup 3 Certificates is greater than the aggregate  
Principal Balance of the Subgroup 3 Loans.  
  
Underwriters: Xxxxxxx, Xxxxx & Co.  
  
Underwriting Standards: The underwriting standards of the Company, Washington  
Mutual Bank, FA, Washington Mutual Bank fsb or Washington Mutual Bank, a  
Washington state chartered savings bank, as applicable.  
  
Uninsured Cause: Any cause of damage to a Mortgaged Property, the cost of the  
complete restoration of which is not fully reimbursable under the hazard  
insurance policies required to be maintained pursuant to Section 3.07.  
  
U.S. Person: A citizen or resident of the United States, a corporation,  
partnership or other entity created or organized in or under the laws of the  
United States, any state thereof or the District of Columbia, or an estate or  
trust that is subject to U.S. federal income tax regardless of the source of its  
income.  
  
VA: The Department of Veterans Affairs, formerly known as the Veterans  
Administration, or any successor thereto.  
  
Withdrawal Date: Any day during the period commencing on the 18th day of the  
month of the related Distribution Date (or if such day is not a Business Day,  
the immediately preceding Business Day) and ending on the last Business Day  
prior to the 21st day of the month of such Distribution Date. The "related Due  
Date" for any Withdrawal Date is the Due Date immediately preceding the related  
Distribution Date.  
  
 ARTICLE II  
  
 Creation of the Trust; Conveyance of the Mortgage Pool  
 Assets and REMIC I Regular Interests; REMIC Election and  
 Designations; Original Issuance of Certificates  
  
SECTION 2.01. Creation of the Trust. The Trust is hereby created and shall be  
known as "WaMu Mortgage Pass-Through Certificates Series 2004-S3 Trust". The  
purpose of the Trust is, and the Trust shall have the power and authority, to  
engage in the following activities, all as provided by and subject to the terms  
of this Agreement:  
  
 (i) to acquire, hold, lease, manage, administer, control,  
 invest, reinvest, operate and/or transfer the Mortgage Pool  
 Assets and the REMIC II Assets;  
  
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 (ii) to issue the REMIC I Regular Interests, the Class R-1 and  
 Class R-2 Residual Interests and the Certificates;  
  
 (iii) to make distributions to the REMIC I Regular Interests  
 and the Certificates; and  
  
 (iv) to engage in such other activities, including entering  
 into agreements, as are described in or required by the terms  
 of this Agreement or as are necessary, suitable or convenient  
 to accomplish the foregoing or incidental thereto.  
  
U.S. Bank National Association is hereby appointed as a trustee of the Trust, to  
have all the rights, duties and obligations of the Trustee with respect to the  
Trust expressly set forth hereunder, and U.S. Bank National Association hereby  
accepts such appointment and the Trust created hereby. Christiana Bank & Trust  
Company is hereby appointed as a Delaware trustee of the Trust, to have all the  
rights, duties and obligations of the Delaware Trustee with respect to the Trust  
hereunder, and Christiana Bank & Trust Company hereby accepts such appointment  
and the Trust created hereby. It is the intention of the Company, the Trustee  
and the Delaware Trustee that the Trust constitute a statutory trust under the  
Statutory Trust Statute, that this Agreement constitute the governing instrument  
of the Trust, and that this Agreement amend and restate the Original Trust  
Agreement. The parties hereto acknowledge and agree that, prior to the execution  
and delivery hereof, the Delaware Trustee has filed the Certificate of Trust.  
  
The assets of the Trust shall remain in the custody of the Trustee, on behalf of  
the Trust, and shall be owned by the Trust except as otherwise expressly set  
forth herein. Moneys to the credit of the Trust shall be held by the Trustee and  
invested as provided herein. All assets received and held in the Trust will not  
be subject to any right, charge, security interest, lien or claim of any kind in  
favor of either of U.S. Bank National Association or Christiana Bank & Trust  
Company in its own right, or any Person claiming through it. Neither the Trustee  
nor the Delaware Trustee, on behalf of the Trust, shall have the power or  
authority to transfer, assign, hypothecate, pledge or otherwise dispose of any  
of the assets of the Trust to any Person, except as permitted herein. No  
creditor of a beneficiary of the Trust, of the Trustee, of the Delaware Trustee,  
of the Master Servicer or of the Company shall have any right to obtain  
possession of, or otherwise exercise legal or equitable remedies with respect  
to, the property of the Trust, except in accordance with the terms of this  
Agreement.  
  
SECTION 2.02. Restrictions on Activities of the Trust. Notwithstanding any other  
provision of this Agreement and any provision of law that otherwise so empowers  
the Trust, so long as any Certificates are outstanding, the Trust shall not, and  
none of the Trustee, the Delaware Trustee, the Company or the Master Servicer  
shall knowingly cause the Trust to, do any of the following:  
  
 (i) engage in any business or activity other than those set  
 forth in Section 2.01;  
  
 (ii) incur or assume any indebtedness except for such  
 indebtedness that may be incurred by the Trust in connection  
 with the execution or performance of this Agreement or any  
 other agreement contemplated hereby;  
  
 (iii) guarantee or otherwise assume liability for the debts of  
 any other party;  
  
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 (iv) do any act in contravention of this Agreement or any  
 other agreement contemplated hereby to which the Trust is a  
 party;  
  
 (v) do any act which would make it impossible to carry on the  
 ordinary business of the Trust;  
  
 (vi) confess a judgment against the Trust;  
  
 (vii) possess or assign the assets of the Trust for other than  
 a Trust purpose;  
  
 (viii) cause the Trust to lend any funds to any entity, except  
 as contemplated by this Agreement; or  
  
 (ix) change the purposes and powers of the Trust from those  
 set forth in this Agreement.  
  
SECTION 2.03. Separateness Requirements. Notwithstanding any other provision of  
this Agreement and any provision of law that otherwise so empowers the Trust, so  
long as any Certificates are outstanding, the Trust shall perform the following:  
  
 (i) except as expressly permitted by this Agreement, maintain  
 its books, records, bank accounts and files separate from  
 those of any other Person;  
  
 (ii) except as expressly permitted by this Agreement, maintain  
 its assets in its own separate name and in such a manner that  
 it is not costly or difficult to segregate, identify, or  
 ascertain such assets;  
  
 (iii) consider the interests of the Trust's creditors in  
 connection with its actions;  
  
 (iv) hold itself out to creditors and the public as a legal  
 entity separate and distinct from any other Person and correct  
 any known misunderstanding regarding its separate identity and  
 refrain from engaging in any activity that compromises the  
 separate legal identity of the Trust;  
  
 (v) prepare and maintain separate records, accounts and  
 financial statements in accordance with generally accepted  
 accounting principles, consistently applied, and susceptible  
 to audit. To the extent it is included in consolidated  
 financial statements or consolidated tax returns, such  
 financial statements and tax returns will reflect the  
 separateness of the respective entities and indicate that the  
 assets of the Trust will not be available to satisfy the debts  
 of any other Person;  
  
 (vi) allocate and charge fairly and reasonably any overhead  
 shared with any other Person;  
  
 (vii) transact all business with affiliates on an arm's-length  
 basis and pursuant to written, enforceable agreements;  
  
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 (viii) conduct business solely in the name of the Trust. In  
 that regard all written and oral communications of the Trust,  
 including, without limitation, letters, invoices, purchase  
 orders and contracts, shall be made solely in the name of the  
 Trust;  
  
 (ix) maintain a separate office through which its business  
 shall be conducted, provided that such office may be an office  
 of the Trustee, which office shall not be shared with the  
 Company or any affiliates of the Company;  
  
 (x) in the event that services have been or are in the future  
 performed or paid by any Person on behalf of the Trust (other  
 than the Trustee, the Delaware Trustee, the Master Servicer or  
 the Tax Matters Person as permitted herein), reimburse such  
 Person, as applicable, for the commercially reasonable value  
 of such services or expenses provided or incurred by such  
 Person. Accordingly, (i) the Trust shall reimburse such  
 Person, as applicable, for the commercially reasonable value  
 of such services or expenses provided or incurred by such  
 Person; (ii) to the extent invoices for such services are not  
 allocated and separately billed to the Trust, the amount  
 thereof that was or is to be allocated and separately billed  
 to the Trust was or will be reasonably related to the services  
 provided to the Trust; and (iii) any other allocation of  
 direct, indirect or overhead expenses for items shared between  
 the Trust and any other Person, was or will be, to the extent  
 practicable, allocated on the basis of actual use or value of  
 services rendered or otherwise on a basis reasonably related  
 to actual use or the value of services rendered;  
  
 (xi) except as expressly permitted by this Agreement, not  
 commingle its assets or funds with those of any other Person;  
  
 (xii) except as expressly permitted by this Agreement, not  
 assume, guarantee, or pay the debts or obligations of any  
 other Person;  
  
 (xiii) except as expressly permitted by this Agreement, not  
 pledge its assets for the benefit of any other Person;  
  
 (xiv) not hold out its credit or assets as being available to  
 satisfy the obligations of others;  
  
 (xv) pay its liabilities only out of its funds;  
  
 (xvi) pay the salaries of its own employees, if any; and  
  
 (xvii) cause the agents and other representatives of the  
 Trust, if any, to act at all times with respect to the Trust  
 consistently and in furtherance of the foregoing.  
  
None of the Trustee, the Delaware Trustee, the Company or the Master Servicer  
shall take any action that is inconsistent with the purposes of the Trust or  
Section 2.02 or Section 2.03. Neither the Company nor the Master Servicer shall  
direct the Trustee or the Delaware Trustee to take any action that is  
inconsistent with the purposes of the Trust or Section 2.02 or Section 2.03.  
  
SECTION 2.04. Conveyance of Mortgage Pool Assets; Security Interest.  
  
  
  
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Concurrently with the execution and delivery hereof, the Company does hereby  
irrevocably sell, transfer, assign, set over and otherwise convey to the Trust,  
without recourse, all the Company's right, title and interest in and to the  
Mortgage Pool Assets (such transfer and assignment by the Company to be referred  
to herein as the "Conveyance").  
  
It is the express intent of the parties hereto that the Conveyance of the  
Mortgage Pool Assets to the Trust by the Company as provided in this Section  
2.04 be, and be construed as, an absolute sale of the Mortgage Pool Assets. It  
is, further, not the intention of the parties that such Conveyance be deemed the  
grant of a security interest in the Mortgage Pool Assets by the Company to the  
Trust to secure a debt or other obligation of the Company. However, in the event  
that, notwithstanding the intent of the parties, the Mortgage Pool Assets are  
held to be the property of the Company, or if for any other reason this  
Agreement is held or deemed to create a security interest in the Mortgage Pool  
Assets, then  
  
(a) this Agreement shall constitute a security agreement;  
  
(b) the conveyance provided for in this Section 2.04 shall be deemed to be a  
grant by the Company to the Trust of, and the Company hereby grants to the  
Trust, to secure all of the Company's obligations hereunder, a security interest  
in all of the Company's right, title, and interest, whether now owned or  
hereafter acquired, in and to:  
  
 (I) The Mortgage Pool Assets;  
  
 (II) All accounts, chattel paper, deposit accounts, documents, general  
 intangibles, goods, instruments, investment property, letter-of-credit  
 rights, letters of credit, money, and oil, gas, and other minerals,  
 consisting of, arising from, or relating to, any of the foregoing; and  
  
 (III) All proceeds of the foregoing;  
  
The Company shall file such financing statements, and the Company and the  
Trustee acting on behalf of the Trust at the direction of the Company shall, to  
the extent consistent with this Agreement, take such other actions as may be  
necessary to ensure that, if this Agreement were found to create a security  
interest in the Mortgage Pool Assets, such security interest would be a  
perfected security interest of first priority under applicable law and will be  
maintained as such throughout the term of the Agreement. In connection herewith,  
the Trust shall have all of the rights and remedies of a secured party and  
creditor under the Uniform Commercial Code as in force in the relevant  
jurisdiction.  
  
SECTION 2.05. Delivery of Mortgage Files.  
  
In connection with the sale, transfer and assignment referred to in Section  
2.04, the Company, concurrently with the execution and delivery hereof, does  
deliver to, and deposit with, or cause to be delivered to and deposited with,  
the Trustee or Custodian the Mortgage Files, which shall at all times be  
identified in the records of the Trustee or the Custodian, as applicable, as  
being held by or on behalf of the Trust.  
  
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Concurrently with the execution and delivery hereof, the Company shall cause to  
be filed the UCC assignment or amendment referred to in clause (Y)(vii) of the  
definition of "Mortgage File." In connection with its servicing of Cooperative  
Loans, the Master Servicer will use its best efforts to file timely continuation  
statements, if necessary, with regard to each financing statement and assignment  
relating to Cooperative Loans.  
  
In instances where the original recorded Mortgage or any intervening assignment  
thereof (recorded or in recordable form) required to be included in the Mortgage  
File pursuant to the definition of "Mortgage File" relating to a Mortgage Loan  
is not included in the Mortgage File delivered to the Trustee (or the Custodian)  
prior to or concurrently with the execution and delivery hereof (due to a delay  
on the part of the recording office), the Company shall deliver to the Trustee  
(or the Custodian) a fully legible reproduction (which may be in electronic  
form) of the original Mortgage or intervening assignment provided that the  
originator, the related Lender or the escrow or title company which provided  
closing services in connection with such Mortgage Loan certifies on the face of  
such reproduction(s) or copy as follows: "Certified true and correct copy of  
original which has been transmitted for recordation." For purposes hereof,  
transmitted for recordation means having been mailed or otherwise delivered for  
recordation to the appropriate authority. In all such instances, the Company  
shall transmit the original recorded Mortgage and any intervening assignments  
with evidence of recording thereon (or a copy of such original Mortgage or  
intervening assignment certified by the applicable recording office) (which may  
be in electronic form) (collectively, "Recording Documents") to the Trustee (or  
the Custodian) within 270 days after the execution and delivery hereof. In  
instances where, due to a delay on the part of the recording office where any  
such Recording Documents have been delivered for recordation, the Recording  
Documents cannot be delivered to the Trustee within 270 days after execution and  
delivery hereof, the Company shall deliver to the Trustee within such time  
period a certificate (a "Company Officer's Certificate") signed by the Chairman  
of the Board, President, any Vice President or Treasurer of the Company stating  
the date by which the Company expects to receive such Recording Documents from  
the applicable recording office. In the event that Recording Documents have  
still not been received by the Company and delivered to the Trustee (or the  
Custodian) by the date specified in its previous Company Officer's Certificate  
delivered to the Trustee, the Company shall deliver to the Trustee by such date  
an additional Company Officer's Certificate stating a revised date by which the  
Company expects to receive the applicable Recording Documents. This procedure  
shall be repeated until the Recording Documents have been received by the  
Company and delivered to the Trustee (or the Custodian).  
  
For Mortgage Loans for which the Company has received a Payoff after the Cut-Off  
Date and prior to the date of execution and delivery hereof, the Company, in  
lieu of delivering the above documents, herewith delivers to the Trustee a  
certification of a Servicing Officer of the nature set forth in Section 3.10.  
  
The Trustee is authorized, with the Master Servicer's consent, to appoint any  
bank or trust company approved by each of the Company and the Master Servicer as  
Custodian of the documents or instruments referred to in this Section 2.05 or in  
Section 2.10, and to enter into a Custodial Agreement for such purpose;  
provided, however, that the Trustee shall be and remain liable for the acts of  
any such Custodian only to the extent that it is responsible for its own acts  
hereunder. Any documents delivered by the Company or the Master Servicer to the  
Custodian shall be deemed to have been delivered to the Trustee for all purposes  
hereunder; and any documents held by the Custodian shall be deemed to be held by  
the Trustee for all purposes hereunder. There shall be a written Custodial  
Agreement between the Trustee and each Custodian. Each Custodial Agreement shall  
  
  
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contain an acknowledgment by the Custodian that all Mortgage Pool Assets,  
Mortgage Files, and other documents and property held by it at any time are held  
by it for the benefit of the Trust. Pursuant to the Initial Custodial Agreement,  
the Initial Custodian shall perform responsibilities of the Trustee with respect  
to the delivery, receipt, examination and custody of the Mortgage Files on the  
Trustee's behalf, as provided therein.  
  
On or promptly after the Closing Date, the Master Servicer shall cause the  
MERS(R) System to indicate that each MERS Loan, if any, has been assigned to  
"U.S. Bank National Association, as Custodian/Trustee, without recourse" or to  
"WaMu Mortgage Pass-Through Certificates Series 2004-S3 Trust, without recourse"  
by including in the MERS(R) System computer files (a) the code necessary to  
identify the Trustee and (b) the code necessary to identify the series of the  
Certificates issued in connection with such Mortgage Loans; provided, however,  
that in the event the Company acquired such Mortgage Loans from an affiliate of  
the Company, then the Master Servicer need not cause the MERS(R) System to  
indicate such assignment. The Master Servicer shall not alter the codes  
referenced in this paragraph with respect to any MERS Loan during the term of  
this Agreement except in connection with an assignment of such MERS Loan or  
de-registration thereof from the MERS(R) System in accordance with the terms of  
this Agreement.  
  
SECTION 2.06. REMIC Election for REMIC I.  
  
The Tax Matters Person, shall, on behalf of REMIC I, elect to treat REMIC I as a  
REMIC within the meaning of Section 860D of the Code and, if necessary, under  
applicable state laws. Such election shall be included in the Form 1066 and any  
appropriate state return to be filed on behalf of REMIC I for its first taxable  
year.  
  
The Closing Date is hereby designated as the "startup day" of REMIC I within the  
meaning of Section 860G(a)(9) of the Code.  
  
The regular interests (as set forth in the table contained in the Preliminary  
Statement hereto) relating to REMIC I are hereby designated as "regular  
interests" in REMIC I for purposes of Section 860G(a)(1) of the Code. The Class  
R-1 Residual Interest is hereby designated as the sole class of "residual  
interest" in REMIC I for purposes of Section 860G(a)(2) of the Code. The REMIC I  
Regular Interests and the Class R-1 Residual Interest shall together be deemed  
to be a separate series of beneficial interests in the assets of the Trust  
consisting of the REMIC I Assets pursuant to Section 3806(b)(2) of the Statutory  
Trust Statute.  
  
The parties intend that the affairs of REMIC I shall constitute, and that the  
affairs of REMIC I shall be conducted so as to qualify REMIC I as a REMIC. In  
furtherance of such intention, the Tax Matters Person shall, on behalf of REMIC  
I: (a) prepare and file, or cause to be prepared and filed, a federal tax return  
using a calendar year as the taxable year and using an accrual method of  
accounting for REMIC I when and as required by the REMIC Provisions and other  
applicable federal income tax laws; (b) make an election, on behalf of the  
trust, for REMIC I to be treated as a REMIC on the federal tax return of REMIC I  
for its first taxable year, in accordance with the REMIC Provisions; (c) prepare  
and forward, or cause to be prepared and forwarded, to the Holders of the REMIC  
I Regular Interests and the Class R-1 Residual Interest and the Trustee, all  
information reports as and when required to be provided to them in accordance  
with the REMIC Provisions, and make available the information necessary for the  
application of Section 860E(e) of the Code; (d) conduct the affairs of REMIC I  
at all times that any REMIC I Regular Interests are outstanding so as to  
maintain the status of REMIC I as a REMIC under the REMIC Provisions; (e) not  
knowingly or intentionally take any action or omit to take any action that would  
cause the termination of the REMIC status of REMIC I; and (f) pay the amount of  
any federal prohibited transaction penalty taxes imposed on REMIC I when and as  
the same shall be due and payable (but such obligation shall not prevent the  
  
  
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Company or any other appropriate person from contesting any such tax in  
appropriate proceedings and shall not prevent the Company from withholding  
payment of such tax, if permitted by law, pending the outcome of such  
proceedings); provided, that the Company shall be entitled to be indemnified by  
REMIC I for any such prohibited transaction penalty taxes if the Company's  
failure to exercise reasonable care was not the primary cause of the imposition  
of such prohibited transaction penalty taxes.  
  
The Trustee and the Master Servicer shall promptly provide the Company with such  
information in the possession of the Trustee or the Master Servicer,  
respectively, as the Company may from time to time request for the purpose of  
enabling the Company to prepare tax returns. If so requested by the Tax Matters  
Person, the Trustee shall sign tax returns on behalf of the REMICs.  
  
In the event that a Mortgage Loan is discovered to have a defect which, had such  
defect been discovered before the startup day, would have prevented such  
Mortgage Loan from being a "qualified mortgage" within the meaning of Section  
860G(a)(3) of the Code, and the Company does not repurchase such Mortgage Loan  
within 90 days of such date, the Master Servicer, on behalf of the Trustee,  
shall within 90 days of the date such defect is discovered sell such Mortgage  
Loan at such price as the Master Servicer in its sole discretion, determines to  
be the greatest price that will result in the purchase thereof within 90 days of  
such date, unless the Master Servicer delivers to the Trustee an Opinion of  
Counsel to the effect that continuing to hold such Mortgage Loan will not  
adversely affect the status of the electing portion of REMIC I as a REMIC for  
federal income tax purposes.  
  
In the event that any tax is imposed on "prohibited transactions" of REMIC I as  
defined in Section 860F of the Code and not paid by the Company pursuant to  
clause (f) of the third preceding paragraph, such tax shall be charged against  
amounts otherwise distributable to the Class R-1 Residual Interest.  
Notwithstanding anything to the contrary contained herein, the Trustee is hereby  
authorized to retain from amounts otherwise distributable to the Class R-1  
Residual Interest on any Distribution Date sufficient funds to reimburse the Tax  
Matters Person (or any agent therefor appointed in accordance with the  
definition of "Tax Matters Person" herein, if applicable), for the payment of  
such tax (upon the written request of the Tax Matters Person or its agent, to  
the extent reimbursable, and to the extent that the Tax Matters Person or its  
agent has not been previously reimbursed therefor).  
  
SECTION 2.07. Acceptance by Trustee. The Trustee acknowledges receipt (or with  
respect to any Mortgage Loan subject to a Custodial Agreement, receipt by the  
Custodian thereunder) on behalf of the Trust of the documents (or certified  
copies thereof as specified in Section 2.05) referred to in Section 2.05 above,  
  
  
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but without having made the review required to be made within 45 days pursuant  
to this Section 2.07. The Trustee acknowledges that all Mortgage Pool Assets,  
Mortgage Files, and related documents and property held by it at any time are  
held by it as Trustee of the Trust for the benefit of the holders of the REMIC I  
Regular Interests and the Class R-1 Residual Interest. The Trustee agrees, for  
the benefit of the Trust, to review (or cause the Initial Custodian to review)  
each Mortgage File within 45 days after the Closing Date and deliver to the  
Company a certification (or cause the Initial Custodian to deliver to the  
Company a certification, which satisfies the applicable requirements of this  
Agreement) in the form attached as Exhibit M hereto, to the effect that, except  
as noted, all documents required (in the case of instruments described in  
clauses (X)(ii), (X)(iv) and (Y)(ix) of the definition of "Mortgage File," known  
by the Trustee to be required) pursuant to the definition of "Mortgage File" and  
Section 2.05 have been executed and received, and that such documents relate to  
the Mortgage Loans identified in the Mortgage Loan Schedule. In performing such  
review, the Trustee may rely upon the purported genuineness and due execution of  
any such document, and on the purported genuineness of any signature thereon.  
The Trustee shall not be required to make any independent examination of any  
documents contained in each Mortgage File beyond the review specifically  
required herein. The Trustee makes no representations as to: (i) the validity,  
legality, enforceability or genuineness of any of the Mortgage Loans identified  
on the Mortgage Loan Schedule, or (ii) the collectability, insurability,  
effectiveness or suitability of any Mortgage Loan. If the Trustee finds any  
document or documents constituting a part of a Mortgage File not to have been  
executed or received, or to be unrelated to the Mortgage Loans identified in the  
Mortgage Loan Schedule, the Trustee shall promptly so notify the Company. The  
Company hereby covenants and agrees that, if any such defect cannot be corrected  
or cured, the Company shall, not later than 60 days after the Trustee's notice  
to it respecting such defect, within the three-month period commencing on the  
Closing Date (or within the two-year period commencing on the Closing Date if  
the related Mortgage Loan is a "defective obligation" within the meaning of  
Section 860G(a)(4)(B)(ii) of the Code and Treasury Regulation Section  
1.860G-2(f)), either (i) repurchase the related Mortgage Loan from the Trust at  
the Purchase Price, or (ii) substitute for any Mortgage Loan to which such  
defect relates a different mortgage loan (a "Substitute Mortgage Loan") which is  
a "qualified replacement mortgage" (as defined in the Code) and, (iii) after  
such three-month or two-year period, as applicable, the Company shall repurchase  
the Mortgage Loan from the Trust at the Purchase Price but only if the Mortgage  
Loan is in default or default is, in the judgment of the Company, reasonably  
imminent. If such defect would cause the Mortgage Loan to be other than a  
"qualified mortgage" (as defined in the Code), then notwithstanding the previous  
sentence or any provision in the definition of "Purchase Price," the repurchase  
or substitution must occur within the sooner of (i) 90 days from the date the  
defect was discovered or (ii) in the case of substitution, two years from the  
Closing Date.  
  
Such Substitute Mortgage Loan shall mature no later than, and not more than two  
years earlier than, have a principal balance and Loan-to-Value Ratio equal to or  
less than, and have a Pass-Through Rate on the date of substitution equal to or  
no more than 1 percentage point greater than the Mortgage Loan being substituted  
for. If the aggregate of the principal balances of the Substitute Mortgage Loans  
substituted for a Mortgage Loan is less than the Principal Balance of such  
Mortgage Loan, the Company shall pay the difference in cash, together with  
unpaid accrued interest, if any, on the difference between the aggregate of the  
principal balances of the Substitute Mortgage Loans and the Principal Balance of  
such Mortgage Loan during the calendar month in which the substitution occurs to  
the last day of such month at a rate equal to the applicable Pass-Through Rate,  
  
  
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to the Trustee for deposit into the Certificate Account, and such payment by the  
Company shall be treated in the same manner as proceeds of the repurchase by the  
Company of a Mortgage Loan pursuant to this Section 2.07. Furthermore, such  
Substitute Mortgage Loan shall otherwise have such characteristics so that the  
representations and warranties of the Company set forth in Section 2.08 hereof  
would not have been incorrect had such Substitute Mortgage Loan originally been  
a Mortgage Loan, and the Company shall be deemed to have made such  
representations and warranties as to such Substitute Mortgage Loan. A Substitute  
Mortgage Loan may be substituted for a defective Mortgage Loan whether or not  
such defective Mortgage Loan is itself a Substitute Mortgage Loan.  
Notwithstanding anything herein to the contrary, each Substitute Mortgage Loan  
shall be deemed to have the same Pass-Through Rate as the Mortgage Loan for  
which it was substituted.  
  
The Purchase Price for each purchased or repurchased Mortgage Loan shall be  
deposited by the Company in the Certificate Account and, upon receipt by the  
Trustee of written notification of such deposit signed by a Servicing Officer,  
the Trustee shall (or, if applicable, shall cause the Custodian to) release to  
the Company the related Mortgage File and shall execute and deliver (or, in the  
event that the Mortgage Files are held in the name of the Custodian, shall cause  
the Custodian to execute and deliver) on behalf of the Trust such instruments of  
transfer or assignment, in each case without recourse, as shall be necessary to  
vest in the Company or its designee or assignee title to any Mortgage Loan  
released pursuant hereto. In furtherance of the foregoing, if such Mortgage Loan  
is a MERS Loan and as a result of the repurchase thereof such Mortgage Loan  
shall cease to be serviced by a servicer that is a member of MERS or if the  
Company or its assignee shall so request, the Master Servicer shall cause MERS  
to execute and deliver an assignment of the Mortgage in recordable form from  
MERS to the Company or its assignee and shall cause the Mortgage Loan to be  
removed from registration on the MERS(R) System in accordance with MERS' rules  
and procedures. The obligation of the Company to repurchase or substitute any  
Mortgage Loan as to which such a defect in a constituent document exists shall  
constitute the sole remedy respecting such defect available to the Trust or the  
Holders of the REMIC I Regular Interests or the Class R-1 Residual Interest.  
  
SECTION 2.08. Representations and Warranties of the Company Concerning the  
Mortgage Loans. With respect to the conveyance of the Mortgage Loans provided  
for in Section 2.04 herein, the Company hereby represents and warrants to the  
Trust that as of the Cut-Off Date unless otherwise indicated:  
  
(i) The information set forth in the Mortgage Loan Schedule was true and  
 correct in all material respects at the date or dates respecting which such  
 information is furnished;  
  
(ii) As of the Closing Date, each Mortgage relating to a Mortgage Loan that is  
 not a Cooperative Loan is a valid and enforceable (subject to Section  
 2.08(xvi)) first lien on an unencumbered estate in fee simple or (if the  
 related Mortgage Loan is secured by the interest of the Mortgagor as a  
 lessee under a ground lease) leasehold estate in the related Mortgaged  
 Property subject only to (a) liens for current real property taxes and  
 special assessments; (b) covenants, conditions and restrictions, rights of  
 way, easements and other matters of public record as of the date of  
 recording such Mortgage, such exceptions appearing of record being  
 acceptable to mortgage lending institutions generally or specifically  
 reflected in the appraisal obtained in connection with the origination of  
 the Mortgage Loan; (c) exceptions set forth in the title insurance policy  
 relating to such Mortgage, such exceptions being acceptable to mortgage  
 lending institutions generally; and (d) other matters to which like  
  
  
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 properties are commonly subject which do not materially interfere with the  
 benefits of the security intended to be provided by the Mortgage;  
  
(iii) Immediately upon the transfer and assignment contemplated herein, the  
 Trust shall have good title to, and will be the sole legal owner of, each  
 Mortgage Loan, free and clear of any encumbrance or lien (other than any  
 lien under this Agreement);  
  
(iv) As of the day prior to the Cut-Off Date, all payments due on each Mortgage  
 Loan had been made and no Mortgage Loan had been delinquent (i.e., was more  
 than 30 days past due) more than once in the preceding 12 months and any  
 such delinquency lasted for no more than 30 days;  
  
(v) As of the Closing Date, there is no late assessment for delinquent taxes  
 outstanding against any Mortgaged Property;  
  
(vi) As of the Closing Date, there is no offset, defense or counterclaim to any  
 Mortgage Note, including the obligation of the Mortgagor to pay the unpaid  
 principal or interest on such Mortgage Note except to the extent that the  
 Buydown Agreement for a Buydown Loan forgives certain indebtedness of a  
 Mortgagor;  
  
(vii) As of the Closing Date, each Mortgaged Property is free of damage and in  
 good repair, ordinary wear and tear excepted;  
  
(viii) Each Mortgage Loan at the time it was made complied with all applicable  
 local, state and federal laws, including, without limitation, usury, equal  
 credit opportunity, disclosure and recording laws, and predatory and  
 abusive lending laws applicable to the originating lender;  
  
(ix) Each Mortgage Loan was originated by a savings association, savings bank,  
 credit union, insurance company, or similar institution which is supervised  
 and examined by a federal or state authority or by a mortgagee approved by  
 the FHA and will be serviced by an institution which meets the servicer  
 eligibility requirements established by the Company;  
  
(x) As of the Closing Date, each Mortgage Loan that is not a Cooperative Loan  
 is covered by an ALTA form or CLTA form of mortgagee title insurance policy  
 or other form of policy of insurance which has been issued by, and is the  
 valid and binding obligation of, a title insurer which, as of the  
 origination date of such Mortgage Loan, was qualified to do business in the  
 state in which the related Mortgaged Property is located. Such policy  
 insures the originator of the Mortgage Loan, its successors and assigns as  
 to the first priority lien of the Mortgage in the original principal amount  
 of the Mortgage Loan subject to the exceptions set forth in such policy.  
 Such policy is in full force and effect and inures to the benefit of the  
 Trust upon the consummation of the transactions contemplated by this  
  
  
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 Agreement and no claims have been made under such policy, and no prior  
 holder of the related Mortgage, including the Company, has done, by act or  
 omission, anything which would impair the coverage of such policy;  
  
(xi) Each Mortgage Loan with a Loan-to-Value Ratio as of the Cut-Off Date in  
 excess of 80% was covered by a Primary Insurance Policy or an FHA insurance  
 policy or a VA guaranty, and such policy or guaranty is valid and remains  
 in full force and effect;  
  
(xii) As of the Closing Date, all policies of insurance required by this  
 Agreement or by a Selling and Servicing Contract have been validly issued  
 and remain in full force and effect, including such policies covering the  
 Company, the Master Servicer or any Servicer;  
  
(xiii) As of the Closing Date, each insurer issuing a Primary Insurance Policy  
 holds a rating acceptable to the Rating Agencies;  
  
(xiv) Each Mortgage (exclusive of any riders thereto) was documented by  
 appropriate Xxxxxx Xxx/Xxxxxxx Mac mortgage instruments in effect at the  
 time of origination, or other instruments approved by the Company;  
  
(xv) As of the Closing Date, the Mortgaged Property securing each Mortgage  
 relating to a Mortgage Loan that is not a Cooperative Loan is improved with  
 a one- to four-family dwelling unit, including units in a duplex, triplex,  
 fourplex, condominium project, townhouse, a planned unit development or a  
 de minimis planned unit development;  
  
(xvi) As of the Closing Date, each Mortgage and Mortgage Note is the legal,  
 valid and binding obligation of the maker thereof and is enforceable in  
 accordance with its terms, except only as such enforcement may be limited  
 by laws affecting the enforcement of creditors' rights generally and  
 principles of equity;  
  
(xvii) As of the date of origination, as to Mortgaged Properties which are units  
 in condominiums or planned unit developments, all of such units met the  
 applicable Underwriting Standards, are located in a condominium or planned  
 unit development projects which have received Xxxxxx Mae or Xxxxxxx Mac  
 approval, or are approvable by Xxxxxx Mae or Xxxxxxx Mac or have otherwise  
 been approved by the Company;  
  
(xviii) None of the Mortgage Loans are Buydown Loans;  
  
(xix) Based solely on representations of the Mortgagors obtained at the  
 origination of the related Mortgage Loans, approximately 96.46% (by  
 Principal Balance) of the Mortgage Loans will be secured by owner occupied  
 Mortgaged Properties which are the primary residences of the related  
 Mortgagors, approximately 3.47% (by Principal Balance) of the Mortgage  
  
  
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 Loans will be secured by owner occupied Mortgaged Properties which were  
 second or vacation homes of the Mortgagors and 0.06% (by Principal Balance)  
 of the Mortgage Loans will be secured by Mortgaged Properties which were  
 investor properties of the related Mortgagors;  
  
(xx) Prior to origination or refinancing, an appraisal of each Mortgaged  
 Property was made by an appraiser on a form satisfactory to Xxxxxx Mae or  
 Xxxxxxx Mac;  
  
(xxi) The Mortgage Loans have been underwritten substantially in accordance with  
 the applicable Underwriting Standards;  
  
(xxii) All of the Mortgage Loans have due-on-sale clauses; however, the due on  
 sale provisions may not be exercised at the time of a transfer if  
 prohibited by law;  
  
(xxiii) The Company used no adverse selection procedures in selecting the  
 Mortgage Loans from among the outstanding fixed-rate conventional mortgage  
 loans purchased by it which were available for inclusion in the Mortgage  
 Pool and as to which the representations and warranties in this Section  
 2.08 could be made;  
  
(xxiv) With respect to each Cooperative Loan, the Cooperative Stock that is  
 pledged as security for the Cooperative Loan is held by a person as a  
 tenant-stockholder (as defined in Section 216 of the Code) in a cooperative  
 housing corporation (as defined in Section 216 of the Code);  
  
(xxv) Each Cooperative Loan is secured by a valid, subsisting and enforceable  
 (except as such enforcement may be limited by laws affecting the  
 enforcement of creditors' rights generally and principles of equity)  
 perfected first lien and security interest in the related Cooperative Stock  
 securing the related Mortgage Note, subject only to (a) liens of the  
 Cooperative for unpaid assessments representing the Mortgagor's pro rata  
 share of the Cooperative's payments for its blanket mortgage, current and  
 future real property taxes, insurance premiums, maintenance fees and other  
 assessments to which like collateral is commonly subject, and (b) other  
 matters to which like collateral is commonly subject which do not  
 materially interfere with the benefits of the security intended to be  
 provided by the Security Agreement;  
  
(xxvi) With respect to any Mortgage Loan as to which an affidavit has been  
 delivered to the Trustee certifying that the original Mortgage Note is a  
 Destroyed Mortgage Note, if such Mortgage Loan is subsequently in default,  
 the enforcement of such Mortgage Loan or of the related Mortgage by or on  
 behalf of the Trustee will not be materially adversely affected by the  
 absence of the original Mortgage Note (or portion thereof, as applicable);  
  
(xxvii) Based upon an appraisal of the Mortgaged Property securing each Mortgage  
 Loan, approximately 97.03% (by Principal Balance) of the Mortgage Loans had  
 a current Loan-to-Value Ratio less than or equal to 80%, approximately  
 2.97% (by Principal Balance) of the Mortgage Loans had a current  
 Loan-to-Value Ratio greater than 80% but less than or equal to 95% and no  
 Mortgage Loan had a current Loan-to-Value Ratio greater than 95%;  
  
(xxviii) Approximately 30.40% (by Principal Balance) of the Mortgage Loans were  
 originated for the purpose of refinancing existing mortgage debt, including  
 cash-out refinancings; and approximately 69.60% (by Principal Balance) of  
 the Mortgage Loans were originated for the purpose of purchasing the  
 Mortgaged Property;  
  
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(xxix) Not less than approximately 74.09% (by Principal Balance) of the Mortgage  
 Loans were originated under full documentation programs;  
  
(xxx) No loan is a High Cost Loan or Covered Loan (as such terms are defined in  
 the Standard & Poor's LEVELS(R) Glossary in effect on the Closing Date,  
 which is now Version 5.6 Revised, Appendix E, applicable portions of which  
 are attached hereto as Exhibit P), except that the definition of a High  
 Cost Loan for the purposes hereof shall not include loans originated in Los  
 Angeles or Oakland, California, and no mortgage loan originated on or after  
 October 1, 2002 through March 6, 2003 is governed by the Georgia Fair  
 Lending Act;  
  
(xxxi) No Mortgage Loan is subject to the Home Ownership and Equity Protection  
 Act of 1994 or Section 226.32 of Regulation Z, is a "high-cost" loan or a  
 "predatory" loan as defined under any state or local law or regulation  
 applicable to the originator of such Mortgage Loan or which would result in  
 liability to the purchaser or assignee of such Mortgage Loan under any  
 predatory or abusive lending law, or, without limiting the generality of  
 the foregoing, is a "covered" loan under the laws of the states of  
 California, Colorado or Ohio; and  
  
(xxxii) Each Mortgage Loan constitutes a qualified mortgage under Section  
 860G(a)(3)(A) of the Code and Treasury Regulations Section 1.860G-2(a)(1).  
  
It is understood and agreed that the representations and warranties set forth in  
this Section 2.08 shall survive delivery of the respective Mortgage Files to the  
Trustee or the Custodian, as the case may be, and shall continue throughout the  
term of this Agreement. Upon discovery by any of the Company, the Master  
Servicer, the Trustee or the Custodian of a breach of any of the foregoing  
representations and warranties which materially and adversely affects the value  
of the related Mortgage Loans or the interests of the Trust in the related  
Mortgage Loans, the Company, the Master Servicer, the Trustee or the Custodian,  
as the case may be, discovering such breach shall give prompt written notice to  
the others. Any breach of the representation set forth in clause (xxx) or clause  
(xxxi) of this Section 2.08 shall be deemed to materially and adversely affect  
the value of the related Mortgage Loans or the interests of the Trust in the  
related Mortgage Loans. Within 90 days of its discovery or its receipt of notice  
of breach, the Company shall repurchase, subject to the limitations set forth in  
the definition of "Purchase Price," or substitute for the affected Mortgage Loan  
or Mortgage Loans or any property acquired in respect thereof from the Trust,  
unless it has cured such breach in all material respects. After the end of the  
three-month period beginning on the "start-up day," any such substitution shall  
be made only if the Company provides to the Trustee an Opinion of Counsel  
addressed to the Trust and the Trustee reasonably satisfactory to the Trustee  
that each Substitute Mortgage Loan will be a "qualified replacement mortgage"  
within the meaning of Section 860G(a)(4) of the Code. Such substitution shall be  
made in the manner and within the time limits set forth in Section 2.07. Any  
such repurchase by the Company shall be accomplished in the manner and at the  
Purchase Price, if applicable, but shall not be subject to the time limits, set  
forth in Section 2.07. It is understood and agreed that the obligation of the  
Company to provide such substitution or to make such repurchase of any affected  
Mortgage Loan or Mortgage Loans or any property acquired in respect thereof as  
to which a breach has occurred and is continuing shall constitute the sole  
remedy respecting such breach available to the Holders of the REMIC I Regular  
Interests and the Class R-1 Residual Interest or the Trustee on behalf of the  
Holders of the REMIC I Regular Interests and the Class R-1 Residual Interest.  
  
  
  
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SECTION 2.09. Acknowledgment of Transfer of Mortgage Pool Assets. The Trustee  
hereby acknowledges and accepts on behalf of the Trust the transfer and  
assignment to the Trust of the Mortgage Pool Assets, but without having made the  
review required to be made within 45 days pursuant to Section 2.07, and declares  
that as of the Closing Date it holds and shall hold any documents constituting a  
part of the Mortgage Pool Assets, and the Mortgage Pool Assets, as Trustee in  
trust, upon the trust herein set forth, for the use and benefit of all present  
and future Holders of the REMIC I Regular Interests and the Class R-1 Residual  
Interest. In connection therewith, as of the Closing Date, in exchange for the  
Mortgage Pool Assets, the Trustee on behalf of the Trust does hereby issue to  
the Company the REMIC I Regular Interests and the Class R-1 Residual Interest.  
  
SECTION 2.10. Conveyance of REMIC I Assets; Security Interest. Concurrently with  
the execution and delivery hereof, the Company does hereby irrevocably sell,  
transfer, assign, set over, and otherwise convey to the Trust, without recourse,  
all the Company's right, title and interest in and to the REMIC II Assets.  
Pursuant to Section 3818 of the Statutory Trust Statute, the REMIC I Regular  
Interests shall not be cancelled and shall be held as treasury interests owned  
by the Trust. The Trustee acknowledges that the REMIC II Assets are held by it  
as Trustee of the Trust for the benefit of the holders of the Certificates. It  
is the express intent of the parties hereto that the conveyance of the REMIC II  
Assets to the Trust by the Company as provided in this Section 2.10 be, and be  
construed as, an absolute sale of the REMIC II Assets. It is, further, not the  
intention of the parties that such conveyance be deemed the grant of a security  
interest in the REMIC II Assets by the Company to the Trust to secure a debt or  
other obligation of the Company. However, in the event that, notwithstanding the  
intent of the parties, the REMIC II Assets are held to be the property of the  
Company, or if for any other reason this Agreement is held or deemed to create a  
security interest in the REMIC II Assets, then  
  
(a) this Agreement shall constitute a security agreement;  
  
(b) the conveyance provided for in this Section 2.10 shall be deemed to be a  
grant by the Company to the Trust of, and the Company hereby grants to the  
Trust, to secure all of the Company's obligations hereunder, a security interest  
in all of the Company's right, title, and interest, whether now owned or  
hereafter acquired, in and to:  
  
 (I) The REMIC I Regular Interests, including without limitation all  
 rights represented thereby in and to the Mortgage Pool Assets and the  
 proceeds thereof;  
  
 (II) All accounts, chattel paper, deposit accounts, documents, general  
 intangibles, goods, instruments, investment property, letter-of-credit  
 rights, letters of credit, money, and oil, gas, and other minerals,  
 consisting of, arising from, or relating to, any of the foregoing; and  
  
 (III) All proceeds of the foregoing;  
  
The Company shall file such financing statements, and the Company and the  
Trustee acting on behalf of the Trust at the direction of the Company shall, to  
the extent consistent with this Agreement, take such other actions as may be  
  
  
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necessary to ensure that, if this Agreement were found to create a security  
interest in the REMIC II Assets, such security interest would be a perfected  
security interest of first priority under applicable law and will be maintained  
as such throughout the term of this Agreement. In connection herewith, the Trust  
shall have all of the rights and remedies of a secured party and creditor under  
the Uniform Commercial Code as in force in the relevant jurisdiction.  
  
SECTION 2.11. REMIC Election for REMIC II.  
  
The Tax Matters Person shall, on behalf of REMIC II, elect to treat REMIC II as  
a REMIC within the meaning of Section 860D of the Code and, if necessary, under  
applicable state laws. Such election shall be included in the Form 1066 and any  
appropriate state return to be filed on behalf of REMIC II for its first taxable  
year.  
  
The Closing Date is hereby designated as the "startup day" of REMIC II within  
the meaning of Section 860G(a)(9) of the Code.  
  
The regular interests (as set forth in the table contained in the Preliminary  
Statement hereto) relating to REMIC II are hereby designated as "regular  
interests" in REMIC II for purposes of Section 860G(a)(1) of the Code. The Class  
R-2 Residual Interest is hereby designated as the sole class of "residual  
interest" in REMIC II for purposes of Section 860G(a)(2) of the Code. The REMIC  
II Regular Interests and the Class R-2 Residual Interest shall together be  
deemed to be a separate series of beneficial interests in the assets of the  
Trust consisting of the REMIC II Assets pursuant to Section 3806(b)(2) of the  
Statutory Trust Statute.  
  
The parties intend that the affairs of REMIC II shall constitute, and that the  
affairs of REMIC II shall be conducted so as to qualify it as, a REMIC. In  
furtherance of such intention, the Tax Matters Person shall, on behalf of REMIC  
II: (a) prepare and file, or cause to be prepared and filed, a federal tax  
return using a calendar year as the taxable year for REMIC II when and as  
required by the REMIC provisions and other applicable federal income tax laws;  
(b) make an election, on behalf of REMIC II, to be treated as a REMIC on the  
federal tax return of REMIC II for its first taxable year, in accordance with  
the REMIC provisions; (c) prepare and forward, or cause to be prepared and  
forwarded, to the Certificateholders and the Holders of the Class R-2 Residual  
Interest all information reports as and when required to be provided to them in  
accordance with the REMIC provisions; (d) conduct the affairs of REMIC II at all  
times that any of the Certificates are outstanding so as to maintain the status  
of REMIC II as a REMIC under the REMIC provisions; (e) not knowingly or  
intentionally take any action or omit to take any action that would cause the  
termination of the REMIC status of REMIC II; and (f) pay the amount of any  
federal prohibited transaction penalty taxes imposed on REMIC II when and as the  
same shall be due and payable (but such obligation shall not prevent the Company  
or any other appropriate person from contesting any such tax in appropriate  
proceedings and shall not prevent the Company from withholding payment of such  
tax, if permitted by law, pending the outcome of such proceedings); provided,  
that the Company shall be entitled to be indemnified from REMIC II for any such  
prohibited transaction penalty taxes if the Company's failure to exercise  
reasonable care was not the primary cause of the imposition of such prohibited  
transaction penalty taxes.  
  
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In the event that any tax is imposed on "prohibited transactions" of REMIC II as  
defined in Section 860F of the Code and not paid by the Company pursuant to  
clause (f) of the preceding paragraph, such tax shall be charged against amounts  
otherwise distributable to the Holders of the Class R-2 Residual Interest.  
Notwithstanding anything to the contrary contained herein, the Company is hereby  
authorized to retain from amounts otherwise distributable to the Holders of the  
Class R-2 Residual Interest on any Distribution Date sufficient funds to  
reimburse the Company for the payment of such tax (to the extent that the  
Company has not been previously reimbursed therefor).  
  
SECTION 2.12. Acknowledgement of Transfer of REMIC II Assets; Authentication of  
Certificates. The Trustee hereby acknowledges and accepts on behalf of the Trust  
the assignment to the Trust of the REMIC II Assets and declares that as of the  
Closing Date it holds and shall hold any documents constituting a part of the  
REMIC II Assets, and the REMIC II Assets, as Trustee in trust, upon the trust  
herein set forth, for the use and benefit of all present and future Holders of  
the Certificates (other than the Class R Certificates) and the Class R-2  
Residual Interest. In connection therewith, as of the Closing Date, in exchange  
for the REMIC II Assets, the Trustee on behalf of the Trust shall cause to be  
authenticated and delivered, upon and pursuant to the order of the Company, the  
Certificates in Authorized Denominations.  
  
SECTION 2.13. Legal Title. Legal title to all assets of the Trust shall be  
vested at all times in the Trust as a separate legal entity.  
  
SECTION 2.14. Compliance with ERISA Requirements. For purposes of ensuring  
compliance with the requirements of the "underwriter's exemption" (U.S.  
Department of Labor Prohibited Transaction Exemption 2002-41, 67 Fed. Reg. 54487  
(Aug. 22, 2002)), issued under ERISA, and for the avoidance of any doubt as to  
the applicability of other provisions of this Agreement, to the extent permitted  
by applicable law and except as contemplated by this Agreement, (1) the Trust  
shall not be a party to any merger, consolidation or reorganization, or  
liquidate or sell its assets and (2) so long as any Certificates are  
outstanding, none of the Company, the Trustee or the Delaware Trustee shall  
institute against the Trust, or join in any institution against the Trust of,  
any bankruptcy or insolvency proceedings under any federal or state bankruptcy,  
insolvency or similar law.  
  
SECTION 2.15. Additional Representation of the Company Concerning the Mortgage  
Loans. The Company hereby represents and warrants to the Trust that it does not  
intend for the Mortgage Pool to include any Mortgage Loan that is a "high-cost  
home loan" as defined under the New Jersey Home Ownership Security Act of 2002  
or the New Mexico Home Loan Protection Act. Based on the foregoing  
representation and warranty and on the Company's obligation, pursuant to Section  
2.08, to repurchase or substitute for the affected Mortgage Loan in the event of  
a breach of the representation set forth in clause (xxxi) of Section 2.08, the  
other parties hereto agree and understand that it is not intended for the  
Mortgage Pool to include any Mortgage Loan that is a "high-cost home loan" as  
defined under the New Jersey Home Ownership Security Act of 2002 or the New  
Mexico Home Loan Protection Act.  
  
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 ARTICLE III  
  
 Administration and Servicing of Mortgage Loans  
  
SECTION 3.01. The Company to Act as Master Servicer. The Company shall act as  
Master Servicer to service and administer the Mortgage Loans on behalf of the  
Trust and for the benefit of the Certificateholders in accordance with the terms  
hereof, consistent with prudent mortgage loan servicing practices and (unless  
inconsistent with prudent mortgage loan servicing practices) in the same manner  
in which, and with the same care, skill, prudence and diligence with which, it  
services and administers similar mortgage loans for other portfolios, and shall  
have full power and authority to do or cause to be done any and all things in  
connection with such servicing and administration which a prudent servicer of  
mortgage loans would do under similar circumstances, including, without  
limitation, the power and authority to bring actions and defend the Mortgage  
Pool Assets on behalf of the Trust in order to enforce the terms of the Mortgage  
Notes. The Master Servicer may perform its master servicing responsibilities  
through agents or independent contractors, but shall not thereby be released  
from any of its responsibilities hereunder and the Master Servicer shall  
diligently pursue all of its rights against such agents or independent  
contractors.  
  
The Master Servicer shall make reasonable efforts to collect or cause to be  
collected all payments called for under the terms and provisions of the Mortgage  
Loans and shall, to the extent such procedures shall be consistent with this  
Agreement and the terms and provisions of any Primary Insurance Policy, any FHA  
insurance policy or VA guaranty, any hazard insurance policy, and federal flood  
insurance, cause to be followed such collection procedures as are followed with  
respect to mortgage loans comparable to the Mortgage Loans and held in  
portfolios of responsible mortgage lenders in the local areas where each  
Mortgaged Property is located. The Master Servicer shall enforce "due-on-sale"  
clauses with respect to the related Mortgage Loans, to the extent permitted by  
law, subject to the provisions set forth in Section 3.08.  
  
Consistent with the foregoing, the Master Servicer may, in accordance with  
prudent mortgage loan servicing practices, (i) waive or cause to be waived any  
assumption fee or late payment charge in connection with the prepayment of any  
Mortgage Loan and (ii) only upon determining that the coverage of any applicable  
insurance policy or guaranty related to a Mortgage Loan will not be materially  
adversely affected, arrange a schedule, running for no more than 180 days after  
the first delinquent Due Date, for payment of any delinquent installment on any  
Mortgage Note or for the liquidation of delinquent items. Subject to the fourth  
sentence of this paragraph, the Master Servicer shall have the right, but not  
the obligation, to purchase any Mortgage Loan delinquent 90 consecutive days or  
more for an amount equal to its Purchase Price; provided, however, that the  
aggregate Purchase Price of Mortgage Loans so purchased pursuant to this  
sentence shall not exceed one-half of one percent (0.50%) of the aggregate  
Principal Balance, as of the Cut-Off Date, of all Mortgage Loans. Subject to the  
fourth sentence of this paragraph, the Master Servicer shall also have the  
right, but not the obligation, to purchase, for an amount equal to its Purchase  
Price, any Mortgage Loan delinquent 90 consecutive days or more, for the purpose  
of requiring the Person who sold such Mortgage Loan to the Company to repurchase  
such Mortgage Loan based on a breach of a representation or warranty made by  
such Person in connection with the Company's purchase or acquisition of such  
Mortgage Loan. Notwithstanding the immediately preceding two sentences, the  
Master Servicer's right to purchase any Mortgage Loan pursuant to either of such  
preceding sentences shall be subject to the following additional conditions: (x)  
  
  
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if the date on which the Mortgage Loan first became 90-day delinquent (the  
"Initial Delinquency Date") occurred during the first two calendar months of a  
calendar quarter, the Master Servicer may exercise the purchase right during the  
period commencing on the Initial Delinquency Date and ending on the last Master  
Servicer Business Day of such calendar quarter, (y) if the Initial Delinquency  
Date occurred during the third calendar month of a calendar quarter, the Master  
Servicer may exercise the purchase right during the period commencing on the  
first day of the immediately succeeding calendar quarter and ending on the last  
Master Servicer Business Day of such succeeding calendar quarter and (z) if the  
Master Servicer does not exercise the purchase right with respect to a Mortgage  
Loan during the period specified in clause (x) or (y), as applicable, such  
Mortgage Loan shall thereafter again become eligible for purchase pursuant to  
the preceding two sentences only after the Mortgage Loan ceases to be 90-day  
delinquent and thereafter becomes 90-day delinquent again. For purposes of this  
paragraph, a Mortgage Loan is considered delinquent for 90 consecutive days if a  
Monthly Payment is not received by the first day of the third month following  
the month during which such payment was due.  
  
Consistent with the terms of this Section 3.01, the Master Servicer may waive,  
modify or vary any term of any Mortgage Loan or consent to the postponement of  
strict compliance with any such term or in any manner grant indulgence to any  
Mortgagor if it has determined, exercising its good faith business judgment in  
the same manner as it would if it were the owner of the related Mortgage Loan,  
that the security for, and the timely and full collectibility of, such Mortgage  
Loan would not be adversely affected by such waiver, modification, postponement  
or indulgence; provided, however, that (unless the Mortgagor is in default with  
respect to the Mortgage Loan or in the reasonable judgment of the Master  
Servicer such default is imminent) the Master Servicer shall not permit any  
modification with respect to any Mortgage Loan that would (i) change the  
applicable Mortgage Interest Rate, defer or forgive the payment of any principal  
or interest, reduce the outstanding principal balance (except for actual  
payments of principal) or extend the final maturity date with respect to such  
Mortgage Loan, or (ii) be inconsistent with the terms of any applicable Primary  
Insurance Policy, FHA insurance policy, VA guaranty, hazard insurance policy or  
federal flood insurance policy. Notwithstanding the foregoing, the Master  
Servicer shall not permit any modification with respect to any Mortgage Loan  
that would both constitute a sale or exchange of such Mortgage Loan within the  
meaning of Section 1001 of the Code (including any proposed, temporary or final  
regulations promulgated thereunder) (other than in connection with a proposed  
conveyance or assumption of such Mortgage Loan that is treated as a Principal  
Prepayment or in a default situation) and cause any REMIC to fail to qualify as  
such under the Code. The Master Servicer shall be entitled to approve a request  
from a Mortgagor for a partial release of the related Mortgaged Property, the  
granting of an easement thereon in favor of another Person, any alteration or  
demolition of the related Mortgaged Property or other similar matters if it has  
determined, exercising its good faith business judgment in the same manner as it  
would if it were the owner of the related Mortgage Loan, that the security for,  
and the timely and full collectibility of, such Mortgage Loan would not be  
adversely affected thereby and that REMIC I and REMIC II would not fail to  
continue to qualify as REMICs under the Code as a result thereof and that no tax  
on "prohibited transactions" or "contributions" after the startup day would be  
imposed on any REMIC as a result thereof.  
  
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The Master Servicer is hereby authorized and empowered by the Trust to execute  
and deliver or cause to be executed and delivered on behalf of the Holders of  
the REMIC I Regular Interests and the Class R-1 Residual Interest, and the Trust  
or any of them, any and all instruments of satisfaction or cancellation, or of  
partial or full release, discharge or modification, assignments of Mortgages and  
endorsements of Mortgage Notes in connection with refinancings (in jurisdictions  
where such assignments are the customary and usual standard of practice of  
mortgage lenders) and all other comparable instruments, with respect to the  
Mortgage Loans and with respect to the Mortgaged Properties. The Master Servicer  
is hereby further authorized and empowered by the Trust to execute and deliver  
or cause to be executed and delivered on behalf of the Holders of the REMIC I  
Regular Interests and the Class R-1 Residual Interest and the Trust, or any of  
them, such instruments of assignment or other comparable instruments as the  
Master Servicer shall, in its sole judgment, deem appropriate in order to  
register any Mortgage Loan on the MERS(R) System or to cause the removal of any  
Mortgage Loan from registration thereon. Any expenses incurred in connection  
with the actions described in the preceding sentence shall be borne by the  
Master Servicer with no right of reimbursement; provided, however, that any such  
expenses incurred as a result of any termination by MERS of the MERS(R) System  
shall be reimbursable to the Master Servicer. The Trustee on behalf of the Trust  
shall execute and furnish to the Master Servicer, at the Master Servicer's  
direction, any powers of attorney and other documents prepared by the Master  
Servicer and determined by the Master Servicer to be necessary or appropriate to  
enable the Master Servicer to carry out its supervisory, servicing and  
administrative duties under this Agreement.  
  
The Master Servicer and each Servicer shall obtain (to the extent generally  
commercially available) and maintain fidelity bond and errors and omissions  
coverage acceptable to Xxxxxx Xxx or Xxxxxxx Mac with respect to their  
obligations under this Agreement and the applicable Selling and Servicing  
Contract, respectively. The Master Servicer or each Servicer, as applicable,  
shall establish escrow accounts for, or pay when due (by means of an advance),  
any tax liens in connection with the Mortgaged Properties that are not paid by  
the Mortgagors when due to the extent that any such payment would not constitute  
a Nonrecoverable Advance when made.  
  
In connection with the servicing and administering of each Mortgage Loan, the  
Master Servicer and any affiliate of the Master Servicer (i) may perform  
services such as appraisals, default management and (in the case of affiliates  
only) brokerage services that are not customarily provided by servicers of  
mortgage loans, and shall be entitled to reasonable compensation therefor and  
(ii) may, at its own discretion and on behalf of the Trust, obtain credit  
information in the form of a "credit score" from a credit repository.  
  
SECTION 3.02. Custodial Accounts and Buydown Fund Accounts. The Master Servicer  
shall cause to be established and maintained by each Servicer under the Master  
Servicer's supervision the Custodial Account for P&I, Buydown Fund Accounts (if  
any) and special Custodial Account for Reserves and shall deposit or cause to be  
deposited therein daily the amounts related to the Mortgage Loans required by  
the Selling and Servicing Contracts to be so deposited. Proceeds received with  
respect to individual Mortgage Loans from any title, hazard, or FHA insurance  
policy, VA guaranty, Primary Insurance Policy or other insurance policy (other  
than any Special Primary Insurance Policy) covering such Mortgage Loans, if  
required for the restoration or repair of the related Mortgaged Property, may be  
deposited either in the Custodial Account for Reserves or the Custodial Account  
for P&I. Such proceeds (other than proceeds from any Special Primary Insurance  
Policy), if not required for the restoration or repair of the related Mortgaged  
Property, shall be deposited in the Custodial Account for P&I, and shall be  
applied to the balances of the related Mortgage Loans as payments of interest  
and principal.  
  
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The Master Servicer is hereby authorized to make withdrawals from and to issue  
drafts against the Custodial Accounts for P&I and the Custodial Accounts for  
Reserves for the purposes required or permitted by this Agreement. Each  
Custodial Account for P&I and each Custodial Account for Reserves shall bear a  
designation clearly showing the respective interests of the applicable Servicer,  
as trustee, and of the Master Servicer, in substantially one of the following  
forms:  
  
 (a) With respect to the Custodial Account for P&I: (i) [Servicer's  
 Name], as agent, trustee and/or bailee of principal and interest  
 custodial account for Washington Mutual Mortgage Securities Corp., its  
 successors and assigns, for various owners of interests in Washington  
 Mutual Mortgage Securities Corp. mortgage-backed pools or (ii)  
 [Servicer's Name] in trust for Washington Mutual Mortgage Securities  
 Corp.;  
  
 (b) With respect to the Custodial Account for Reserves: (i) [Servicer's  
 Name], as agent, trustee and/or bailee of taxes and insurance custodial  
 account for Washington Mutual Mortgage Securities Corp., its successors  
 and assigns for various mortgagors and/or various owners of interests  
 in Washington Mutual Mortgage Securities Corp. mortgage-backed pools or  
 (ii) [Servicer's Name] in trust for Washington Mutual Mortgage  
 Securities Corp. and various Mortgagors.  
  
The Master Servicer hereby undertakes to assure remittance to the Certificate  
Account of all amounts relating to the Mortgage Loans that have been collected  
by any Servicer and are due to the Certificate Account pursuant to Section 4.01  
of this Agreement.  
  
Funds held in the Custodial Account for P&I and the Custodial Account for  
Reserves may, at the Master Servicer's option, be invested in (i) one or more  
Eligible Investments which shall in no event mature later than the Business Day  
prior to the related Withdrawal Date (except if such Eligible Investments are  
obligations of the Trustee, such Eligible Investments may mature on the  
Withdrawal Date), or (ii) such other instruments as shall be required to  
maintain the Ratings.  
  
SECTION 3.03. The Investment Account; Eligible Investments. (a) Not later than  
the Withdrawal Date, the Master Servicer shall withdraw or direct the withdrawal  
of funds in the Custodial Accounts for P&I, for deposit in the Investment  
Account, in an amount representing:  
  
(i) Scheduled installments of principal and interest on the Mortgage Loans  
 received or advanced by the applicable Servicers which were due on the  
 related Due Date, net of Servicing Fees due the applicable Servicers  
 and less any amounts to be withdrawn later by the applicable Servicers  
 from the applicable Buydown Fund Accounts;  
  
(ii) Payoffs and the proceeds of other types of liquidations of the Mortgage  
 Loans received by the applicable Servicer for such Mortgage Loans  
 during the applicable Payoff Period, with interest to the date of  
 Payoff or liquidation less any amounts to be withdrawn later by the  
 applicable Servicers from the applicable Buydown Fund Accounts; and  
  
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(iii) Curtailments received by the applicable Servicers in the Prior Period.  
  
At its option, the Master Servicer may invest funds withdrawn from the Custodial  
Accounts for P&I, as well as any Buydown Funds, Insurance Proceeds and  
Liquidation Proceeds previously received by the Master Servicer (including  
amounts paid by the Company in respect of any Purchase Obligation or its  
substitution obligations set forth in Section 2.07 or Section 2.08 or in  
connection with the exercise of the option to terminate this Agreement pursuant  
to Section 9.01) for its own account and at its own risk, during any period  
prior to their deposit in the Certificate Account. Such funds, as well as any  
funds which were withdrawn from the Custodial Accounts for P&I on or before the  
Withdrawal Date, but not yet deposited into the Certificate Account, shall  
immediately be deposited by the Master Servicer with the Investment Depository  
in an Investment Account in the name of the Master Servicer and the Trust for  
investment only as set forth in this Section 3.03. The Master Servicer shall  
bear any and all losses incurred on any investments made with such funds and  
shall be entitled to retain all gains realized on such investments as additional  
servicing compensation. Not later than the Business Day prior to the  
Distribution Date, the Master Servicer shall deposit such funds, net of any  
gains (except Payoff Earnings) earned thereon, in the Certificate Account.  
  
(b) Funds held in the Investment Account shall be invested in (i) one or more  
Eligible Investments which shall in no event mature later than the Business Day  
prior to the related Distribution Date (except if such Eligible Investments are  
obligations of the Trustee, such Eligible Investments may mature on the  
Distribution Date), or (ii) such other instruments as shall be required to  
maintain the Ratings.  
  
SECTION 3.04. The Certificate Account.  
  
(a) On or prior to the Closing Date, the Trustee shall establish the Certificate  
Account, which shall be entitled "Washington Mutual Mortgage Securities Corp.  
Certificate Account under the Pooling and Servicing Agreement, dated as of June  
1, 2004, among Washington Mutual Mortgage Securities Corp., as Depositor and  
Master Servicer, and U.S. Bank National Association, as the Trustee, and  
Christiana Bank & Trust Company, as the Delaware Trustee, for the benefit of  
WaMu Mortgage Pass-Through Certificates Series 2004-S3 Trust created pursuant  
thereto". Promptly after the Closing Date, the Trustee shall communicate to the  
Master Servicer the account number and wiring instructions for the Certificate  
Account.  
  
Not later than the Business Day prior to the related Distribution Date, the  
Master Servicer shall direct the Investment Depository to deposit into the  
Certificate Account the amounts previously deposited into the Investment Account  
(which may include a deposit of Eligible Investments) to which the Holders of  
the REMIC I Regular Interests and the Class R-1 Residual Interest are entitled  
or which are necessary for payment of any Special Primary Insurance Premiums. In  
addition, not later than the Business Day prior to the Distribution Date, the  
Master Servicer shall deposit into the Certificate Account any Monthly P&I  
Advances or other payments required to be made by the Master Servicer pursuant  
to Section 4.02 of this Agreement and any Insurance Proceeds or Liquidation  
Proceeds (including amounts paid by the Company in respect of any Purchase  
  
  
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Obligation) not previously deposited in the Custodial Accounts for P&I or the  
Investment Account, and any amounts paid by the Master Servicer in connection  
with the exercise of its option to terminate this Agreement pursuant to Section  
9.01 or any other purchase of Mortgage Loans permitted by this Agreement.  
  
(b) Funds held in the Certificate Account shall be invested at the written  
direction of the Master Servicer in (i) one or more Eligible Investments which  
shall in no event mature later than the Business Day prior to the related  
Distribution Date (except if such Eligible Investments are obligations of the  
Trustee, such Eligible Investments may mature on the Distribution Date), or (ii)  
such other instruments as shall be required to maintain the Ratings. The Master  
Servicer shall be entitled to receive any gains earned on such Eligible  
Investments and shall bear any losses suffered in connection therewith. If the  
Trustee has not received such written investment directions from the Master  
Servicer, the Trustee shall not invest funds held in the Certificate Account.  
The Trustee shall have no liability for any losses on investments of funds held  
in the Certificate Account.  
  
SECTION 3.05. Permitted Withdrawals from the Certificate Account, the Investment  
Account and Custodial Accounts for P&I and of Buydown Funds from the Buydown  
Fund Accounts.  
  
(a) The Master Servicer is authorized to make withdrawals (or, in the case  
 of the Certificate Account, to direct the Trustee to make withdrawals),  
 from time to time, from the Investment Account, the Certificate Account  
 or the Custodial Accounts for P&I established by the Servicers of  
 amounts deposited therein in respect of the Certificates (and, to the  
 extent applicable, to make deposits of the amounts withdrawn), as  
 follows:  
  
(i) To reimburse itself or the applicable Servicer for Monthly P&I Advances  
 made pursuant to Section 4.02 or a Selling and Servicing Contract, such  
 right to reimbursement pursuant to this paragraph (i) being limited to  
 amounts received on particular Mortgage Loans (including, for this  
 purpose, Insurance Proceeds and Liquidation Proceeds) which represent  
 late recoveries of principal and/or interest respecting which any such  
 Monthly P&I Advance was made;  
  
(ii) To reimburse itself or the applicable Servicer for amounts expended by  
 or for the account of the Master Servicer pursuant to Section 3.09 or  
 amounts expended by such Servicer pursuant to the Selling and Servicing  
 Contracts in connection with the restoration of property damaged by an  
 Uninsured Cause or in connection with the liquidation of a Mortgage  
 Loan;  
  
(iii) To pay to itself, with respect to the related Mortgage Loans, the  
 Master Servicing Fee (net of Compensating Interest reduced by Payoff  
 Earnings and Payoff Interest) as to which no prior withdrawals from  
 funds deposited by the Master Servicer have been made;  
  
(iv) To reimburse itself or the applicable Servicer for advances made with  
 respect to related Mortgage Loans (except for Mortgage Loans purchased  
 pursuant to a Purchase Obligation or pursuant to the second or third  
 sentence of the third paragraph of Section 3.01) which the Master  
 Servicer has determined to be Nonrecoverable Advances;  
  
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(v) To pay to itself reinvestment earnings deposited or earned in the  
 Investment Account and the Certificate Account to which it is entitled  
 and to reimburse itself for expenses incurred by and reimbursable to it  
 pursuant to Section 6.03;  
  
(vi) To deposit to the Investment Account amounts in the Certificate Account  
 not required to be on deposit therein at the time of such withdrawal;  
  
(vii) To deposit in the Certificate Account, not later than the Business Day  
 prior to the related Distribution Date, the amounts in the Investment  
 Account specified in Section 3.04(a);  
  
(viii) To pay on behalf of the Trustee any Special Primary Insurance Premium  
 payable by the Trustee pursuant to Section 4.04(a); provided, the  
 Master Servicer shall give written notice thereof to the Trustee prior  
 to noon New York City time two Business Days prior to the applicable  
 Distribution Date; and  
  
after making or providing for the above withdrawals  
  
(ix) To clear and terminate the Investment Account and the Certificate  
 Account following termination of this Agreement pursuant to Section  
 9.01.  
  
Since, in connection with withdrawals pursuant to paragraphs (i) and (ii), the  
Master Servicer's entitlement thereto is limited to collections or other  
recoveries on the related Mortgage Loan, the Master Servicer or the applicable  
Servicer shall keep and maintain separate accounting for each Mortgage Loan, for  
the purpose of justifying any such withdrawals.  
  
(b) The Master Servicer (or the applicable Servicer, if such Servicer holds  
 and maintains a Buydown Fund Account) is authorized to make  
 withdrawals, from time to time, of Buydown Funds from the Buydown Fund  
 Account or Custodial Account for P&I established by any Servicer under  
 its supervision (and, to the extent applicable, to make deposits of the  
 amounts withdrawn), as follows:  
  
(i) To deposit each month in the Investment Account the amount necessary to  
 supplement payments received on Buydown Loans;  
  
(ii) In the event of a Payoff of any Mortgage Loan having a related Buydown  
 Fund, to apply amounts remaining in Buydown Fund Accounts to reduce the  
 required amount of such principal Payoff (or, if the Mortgagor has made  
 a Payoff, to refund such remaining Buydown Fund amounts to the Person  
 entitled thereto);  
  
(iii) In the event of foreclosure or liquidation of any Mortgage Loan having  
 a Buydown Fund, to deposit remaining Buydown Fund amounts in the  
 Investment Account as Liquidation Proceeds; and  
  
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(iv) To clear and terminate the portion of any account representing Buydown  
 Funds following termination of this Agreement pursuant to Section 9.01;  
  
(c) The Trustee is authorized to make withdrawals from time to time from  
 the Certificate Account to reimburse itself for advances it has made  
 pursuant to Section 7.01(a) hereof that it has determined to be  
 Nonrecoverable Advances.  
  
(d) Each Servicer is authorized to make withdrawals, from time to time,  
 from the related Custodial Account for P&I, (i) to pay to itself, with  
 respect to the related Mortgage Loans, the Servicing Fee and (ii) to  
 reimburse itself for expenses to the same extent that the Master  
 Servicer is authorized to make withdrawals to reimburse the Servicer  
 for expenses pursuant to clauses (i), (ii) and (iv) of Section 3.05(a),  
 in the case of each of clause (d)(i) and (d)(ii), to the extent no  
 prior withdrawals of such amounts have been made by the Servicer or the  
 Master Servicer.  
  
SECTION 3.06. Maintenance of Primary Insurance Policies; Collections Thereunder.  
The Master Servicer shall use commercially reasonable efforts to keep, and to  
cause the Servicers to keep, in full force and effect each Primary Insurance  
Policy (except any Special Primary Insurance Policy) required with respect to a  
Mortgage Loan, in the manner set forth in the applicable Selling and Servicing  
Contract, until no longer required, and the Master Servicer shall use  
commercially reasonable efforts to keep in full force and effect each Special  
Primary Insurance Policy, if any. Notwithstanding the foregoing, the Master  
Servicer shall have no obligation to maintain any Primary Insurance Policy for a  
Mortgage Loan for which the outstanding Principal Balance thereof at any time  
subsequent to origination was 80% or less of the Appraised Value of the related  
Mortgaged Property, unless required by applicable law.  
  
Unless required by applicable law, the Master Servicer shall not cancel or  
refuse to renew, or allow any Servicer under its supervision to cancel or refuse  
to renew, any Primary Insurance Policy in effect at the date of the initial  
issuance of the Certificates that is required to be kept in force hereunder;  
provided, however, that neither the Master Servicer nor any Servicer shall  
advance funds for the payment of any premium due under (i) any Primary Insurance  
Policy (other than a Special Primary Insurance Policy) if it shall determine  
that such an advance would be a Nonrecoverable Advance or (ii) any Special  
Primary Insurance Policy.  
  
SECTION 3.07. Maintenance of Hazard Insurance. The Master Servicer shall cause  
to be maintained for each Mortgage Loan (other than a Cooperative Loan) fire  
insurance with extended coverage in an amount which is not less than the  
original principal balance of such Mortgage Loan, except in cases approved by  
the Master Servicer in which such amount exceeds the value of the improvements  
to the Mortgaged Property. The Master Servicer shall also require fire insurance  
with extended coverage in a comparable amount on property acquired upon  
foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan (other than a  
Cooperative Loan). Any amounts collected under any such policies (other than  
  
  
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amounts to be applied to the restoration or repair of the related Mortgaged  
Property) shall be deposited into the Custodial Account for P&I, subject to  
withdrawal pursuant to the applicable Selling and Servicing Contract and  
pursuant to Section 3.03 and Section 3.05. Any unreimbursed costs incurred in  
maintaining any insurance described in this Section 3.07 shall be recoverable as  
an advance by the Master Servicer from the Investment Account or the Certificate  
Account. Such insurance shall be with insurers approved by the Master Servicer  
and Xxxxxx Xxx or Xxxxxxx Mac. Other additional insurance may be required of a  
Mortgagor, in addition to that required pursuant to such applicable laws and  
regulations as shall at any time be in force and as shall require such  
additional insurance. Where any part of any improvement to the Mortgaged  
Property (other than a Mortgaged Property secured by a Cooperative Loan) is  
located in a federally designated special flood hazard area and in a community  
which participates in the National Flood Insurance Program at the time of  
origination of the related Mortgage Loan, the Master Servicer shall cause flood  
insurance to be provided. The hazard insurance coverage required by this Section  
3.07 may be met with blanket policies providing protection equivalent to  
individual policies otherwise required. The Master Servicer or the applicable  
Servicer shall be responsible for paying any deductible amount on any such  
blanket policy. The Master Servicer agrees to present, or cause to be presented,  
on behalf of and for the benefit of the Trust, claims under the hazard insurance  
policy respecting any Mortgage Loan, and in this regard to take such reasonable  
actions as shall be necessary to permit recovery under such policy.  
  
SECTION 3.08. Enforcement of Due-on-Sale Clauses; Assumption Agreements. When  
any Mortgaged Property is about to be conveyed by the Mortgagor, the Master  
Servicer shall, to the extent it has knowledge of such prospective conveyance  
and prior to the time of the consummation of such conveyance, exercise on behalf  
of the Trust the Trust's rights to accelerate the maturity of such Mortgage  
Loan, to the extent that such acceleration is permitted by the terms of the  
related Mortgage Note, under any "due-on-sale" clause applicable thereto;  
provided, however, that the Master Servicer shall not exercise any such right if  
the due-on-sale clause, in the reasonable belief of the Master Servicer, is not  
enforceable under applicable law or if such exercise would result in  
non-coverage of any resulting loss that would otherwise be covered under any  
insurance policy. In the event the Master Servicer is prohibited from exercising  
such right, the Master Servicer is authorized to take or enter into an  
assumption and modification agreement from or with the Person to whom a  
Mortgaged Property has been or is about to be conveyed, pursuant to which such  
Person becomes liable under the Mortgage Note and, unless prohibited by  
applicable state law or unless the Mortgage Note contains a provision allowing a  
qualified borrower to assume the Mortgage Note, the Mortgagor remains liable  
thereon; provided that the Mortgage Loan shall continue to be covered (if so  
covered before the Master Servicer enters such agreement) by any related Primary  
Insurance Policy. The Master Servicer is also authorized to enter into a  
substitution of liability agreement with such Person, pursuant to which the  
original Mortgagor is released from liability and such Person is substituted as  
Mortgagor and becomes liable under the Mortgage Note. The Master Servicer shall  
not enter into any substitution or assumption with respect to a Mortgage Loan if  
such substitution or assumption shall (i) both constitute a "significant  
modification" effecting an exchange or reissuance of such Mortgage Loan under  
the Code (or Treasury regulations promulgated thereunder) and cause the REMICs  
to fail to qualify as a REMIC under the REMIC Provisions or (ii) cause the  
imposition of any tax on "prohibited transactions" or "contributions" after the  
startup day under the REMIC Provisions. The Master Servicer shall notify the  
Trustee that any such substitution or assumption agreement has been completed by  
forwarding to the Trustee the original copy of such substitution or assumption  
agreement and other documents and instruments constituting a part thereof. In  
connection with any such assumption or substitution agreement, the terms of the  
related Mortgage Note shall not be changed. Any fee collected by the applicable  
Servicer for entering into an assumption or substitution of liability agreement  
shall be retained by such Servicer as additional servicing compensation.  
  
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Notwithstanding the foregoing paragraph or any other provision of this  
Agreement, the Master Servicer shall not be deemed to be in default, breach or  
any other violation of its obligations hereunder by reason of any assumption of  
a Mortgage Loan by operation of law or any assumption which the Master Servicer  
may be restricted by law from preventing, for any reason whatsoever.  
  
SECTION 3.09. Realization Upon Defaulted Mortgage Loans. The Master Servicer  
shall foreclose upon or otherwise comparably convert, or cause to be foreclosed  
upon or comparably converted, the ownership of any Mortgaged Property securing a  
Mortgage Loan which comes into and continues in default and as to which no  
satisfactory arrangements can be made for collection of delinquent payments  
pursuant to Section 3.01. In lieu of such foreclosure or other conversion, and  
taking into consideration the desirability of maximizing net Liquidation  
Proceeds after taking into account the effect of Insurance Proceeds upon  
Liquidation Proceeds, the Master Servicer may, to the extent consistent with  
prudent mortgage loan servicing practices, accept a payment of less than the  
outstanding Principal Balance of a delinquent Mortgage Loan in full satisfaction  
of the indebtedness evidenced by the related Mortgage Note and release the lien  
of the related Mortgage upon receipt of such payment. The Master Servicer shall  
not foreclose upon or otherwise comparably convert a Mortgaged Property if the  
Master Servicer is aware of evidence of toxic waste, other hazardous substances  
or other evidence of environmental contamination thereon and the Master Servicer  
determines that it would be imprudent to do so. In connection with such  
foreclosure or other conversion, the Master Servicer shall cause to be followed  
such practices and procedures as it shall deem necessary or advisable and as  
shall be normal and usual in general mortgage servicing activities. The  
foregoing is subject to the provision that, in the case of damage to a Mortgaged  
Property from an Uninsured Cause, the Master Servicer shall not be required to  
advance its own funds towards the restoration of the property unless it shall be  
determined in the sole judgment of the Master Servicer, (i) that such  
restoration will increase the proceeds of liquidation of the Mortgage Loan to  
Certificateholders after reimbursement to itself for such expenses, and (ii)  
that such expenses will be recoverable to it through Liquidation Proceeds. The  
Master Servicer shall be responsible for all other costs and expenses incurred  
by it in any such proceedings; provided, however, that it shall be entitled to  
reimbursement thereof (as well as its normal servicing compensation) as an  
advance. The Master Servicer shall maintain information required for tax  
reporting purposes regarding any Mortgaged Property which is abandoned or which  
has been foreclosed or otherwise comparably converted. The Master Servicer shall  
report such information to the Internal Revenue Service and the Mortgagor in the  
manner required by applicable law.  
  
The Master Servicer may enter into one or more special servicing agreements with  
a Lowest Class B Owner, subject to each Rating Agency's acknowledgment that the  
Ratings of the Certificates in effect immediately prior to the entering into of  
such agreement would not be qualified, downgraded or withdrawn and the  
Certificates would not be placed on credit review status (except for possible  
upgrading) as a result of such agreement. Any such agreement may contain  
provisions whereby such Lowest Class B Owner may (a) instruct the Master  
Servicer to instruct a Servicer to the extent provided in the applicable Selling  
and Servicing Contract to commence or delay foreclosure proceedings with respect  
to related delinquent Mortgage Loans, provided that the Lowest Class B Owner  
deposits a specified amount of cash with the Master Servicer that will be  
available for distribution to Certificateholders if Liquidation Proceeds are  
less than they otherwise may have been had the Servicer acted pursuant to its  
normal servicing procedures, (b) purchase such delinquent Mortgage Loans from  
the Trust immediately prior to the commencement of foreclosure proceedings at a  
  
  
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price equal to the aggregate outstanding Principal Balance of such Mortgage  
Loans plus accrued interest thereon at the applicable Mortgage Interest Rate  
through the last day of the month in which such Mortgage Loans are purchased  
and/or (c) assume all of the servicing rights and obligations with respect to  
such delinquent Mortgage Loans so long as (i) the Master Servicer has the right  
to transfer the servicing rights and obligations of such Mortgage Loans to  
another servicer and (ii) such Lowest Class B Owner will service such Mortgage  
Loans in accordance with the applicable Selling and Servicing Contract.  
  
REMIC I shall not acquire any real property (or personal property incident to  
such real property) except in connection with a default or imminent default of a  
Mortgage Loan. In the event that REMIC I acquires any real property (or personal  
property incident to such real property) in connection with a default or  
imminent default of a Mortgage Loan, such property shall be disposed of by the  
Master Servicer as soon as practicable in a manner that, consistent with prudent  
mortgage loan servicing practices, maximizes the net present value of the  
recovery to the Trust, but in any event within three years after its acquisition  
by the Master Servicer for REMIC I unless the Master Servicer provides to the  
Trustee an Opinion of Counsel to the effect that the holding by REMIC I of such  
Mortgaged Property subsequent to three years after its acquisition will not  
result in the imposition of taxes on "prohibited transactions" of REMIC I as  
defined in Section 860F of the Code or under the law of any state in which real  
property securing a Mortgage Loan owned by REMIC I is located or cause REMIC I  
to fail to qualify as a REMIC for federal income tax purposes or for state tax  
purposes under the laws of any state in which real property securing a Mortgage  
Loan owned by REMIC I is located at any time that any Certificates are  
outstanding. The Master Servicer shall conserve, protect and operate each such  
property for the Certificateholders solely for the purpose of its prompt  
disposition and sale in a manner which does not cause such property to fail to  
qualify as "foreclosure property" within the meaning of Section 860G(a)(8) or  
result in the receipt by the REMIC of any "income from non-permitted assets"  
within the meaning of Section 860F(a)(2)(B) of the Code or any "net income from  
foreclosure property" which is subject to taxation under the REMIC Provisions.  
Pursuant to its efforts to sell such property, the Master Servicer shall either  
itself or through an agent selected by the Master Servicer protect and conserve  
such property in the same manner and to such extent as is customary in the  
locality where such property is located and may, incident to its conservation  
and protection of the assets of the Trust, rent the same, or any part thereof,  
as the Master Servicer deems to be in the best interest of the Master Servicer  
and the Trust for the period prior to the sale of such property. Additionally,  
the Master Servicer shall perform the tax withholding and shall file information  
returns with respect to the receipt of mortgage interests received in a trade or  
business, the reports of foreclosures and abandonments of any Mortgaged Property  
and the information returns relating to cancellation of indebtedness income with  
respect to any Mortgaged Property required by Sections 6050H, 6050J and 6050P,  
respectively, of the Code, and deliver to the Trustee an Officers' Certificate  
on or before March 31 of each year stating that such reports have been filed.  
Such reports shall be in form and substance sufficient to meet the reporting  
requirements imposed by Sections 6050H, 6050J and 6050P of the Code.  
  
Notwithstanding any other provision of this Agreement, the Master Servicer and  
the Trustee, as applicable, shall comply with all federal withholding  
requirements with respect to payments to Certificateholders of interest or  
original issue discount that the Master Servicer or the Trustee reasonably  
believes are applicable under the Code. The consent of Certificateholders shall  
not be required for any such withholding. Without limiting the foregoing, the  
  
  
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Master Servicer agrees that it will not withhold with respect to payments of  
interest or original issue discount in the case of a Certificateholder that has  
furnished or caused to be furnished an effective Form W-8 or an acceptable  
substitute form or a successor form and who is not a "10 percent shareholder"  
within the meaning of Code Section 871(h)(3)(B) or a "controlled foreign  
corporation" described in Code Section 881(c)(3)(C) with respect to REMIC I,  
REMIC II or the depositor. In the event the Trustee withholds any amount from  
interest or original issue discount payments or advances thereof to any  
Certificateholder pursuant to federal withholding requirements, the Trustee  
shall indicate the amount withheld to such Certificateholder.  
  
SECTION 3.10. Trustee to Cooperate; Release of Mortgage Files. Upon the Payoff  
or scheduled maturity of any Mortgage Loan, the Master Servicer shall cause such  
final payment to be immediately deposited in the related Custodial Account for  
P&I or the Investment Account. The Master Servicer shall promptly notify the  
Trustee thereof by a certification (which certification shall include a  
statement to the effect that all amounts received in connection with such  
payment which are required to be deposited in either such account have been so  
deposited) of a Servicing Officer and shall request delivery to it of the  
Mortgage File; provided, however, that such certification shall not be required  
if the Mortgage File is held by a Custodian which is also the Servicer of the  
Mortgage Loan. Upon receipt of such certification and request, the Trustee  
shall, not later than the fifth succeeding Business Day, release, or cause to be  
released, the related Mortgage File to the Master Servicer or the applicable  
Servicer indicated in such request. With any such Payoff or other final payment,  
the Master Servicer is authorized (i) to prepare for and procure from the  
trustee or mortgagee under the Mortgage which secured the Mortgage Note a deed  
of full reconveyance or other form of satisfaction or assignment of Mortgage and  
endorsement of Mortgage Note in connection with a refinancing covering the  
Mortgaged Property, which satisfaction, endorsed Mortgage Note or assigning  
document shall be delivered by the Master Servicer to the person or persons  
entitled thereto, and (ii) with respect to any MERS Loan, to cause the removal  
of such Mortgage Loan from registration on the MERS(R) System. No expenses  
incurred in connection with such satisfaction or assignment shall be payable to  
the Master Servicer by the Trustee or from the Certificate Account, the related  
Investment Account or the related Custodial Account for P&I. From time to time  
as appropriate for the servicing or foreclosure of any Mortgage Loan, including,  
for this purpose, collection under any Primary Insurance Policy, the Trustee  
shall, upon request of the Master Servicer and delivery to it of a trust receipt  
signed by a Servicing Officer, release not later than the fifth Business Day  
following the date of receipt of such request and trust receipt the related  
Mortgage File to the Master Servicer or the related Servicer as indicated by the  
Master Servicer and shall execute such documents as shall be necessary to the  
prosecution of any such proceedings. Such trust receipt shall obligate the  
Master Servicer to return the Mortgage File to the Trustee when the need  
therefor by the Master Servicer no longer exists, unless the Mortgage Loan shall  
be liquidated, in which case, upon receipt of a certificate of a Servicing  
Officer similar to that herein above specified, the trust receipt shall be  
released by the Trustee to the Master Servicer.  
  
SECTION 3.11. Compensation to the Master Servicer and the Servicers. As  
compensation for its activities hereunder, the Master Servicer shall be entitled  
to receive from the Investment Account or the Certificate Account the amounts  
provided for by Section 3.05(a)(iii). The Master Servicer shall be required to  
pay all expenses incurred by it in connection with its activities hereunder and  
shall not be entitled to reimbursement therefor, except as specifically provided  
herein.  
  
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As compensation for its activities under the applicable Selling and Servicing  
Contract, the applicable Servicer shall be entitled to withhold or withdraw from  
the related Custodial Account for P&I the amounts provided for in such Selling  
and Servicing Contract to the extent not inconsistent with this Agreement  
(including Section 3.05(d)). Each Servicer is required to pay all expenses  
incurred by it in connection with its servicing activities under its Selling and  
Servicing Contract (including payment of premiums for Primary Insurance  
Policies, other than Special Primary Insurance Policies, if required) and shall  
not be entitled to reimbursement therefor except as specifically provided in  
such Selling and Servicing Contract and not inconsistent with this Agreement.  
  
SECTION 3.12. Reports to the Trustee; Certificate Account Statement. Not later  
than 15 days after each Distribution Date, the Master Servicer shall forward a  
statement, certified by a Servicing Officer, to the Trustee setting forth the  
status of the Certificate Account as of the close of business on such  
Distribution Date and showing, for the period covered by such statement, the  
aggregate of deposits into and withdrawals from the Certificate Account for each  
category of deposit specified in Section 3.04 and each category of withdrawal  
specified in Section 3.05, and stating that all distributions required by this  
Agreement have been made (or if any required distribution has not been made,  
specifying the nature and amount thereof). The Trustee shall make available such  
statements to any Certificateholder upon request at the expense of the Master  
Servicer. Such statement shall also, to the extent available, include  
information regarding delinquencies on the Mortgage Loans, indicating the number  
and aggregate Principal Balance of Mortgage Loans which are one, two, three or  
more months delinquent, the number and aggregate Principal Balance of Mortgage  
Loans with respect to which foreclosure proceedings have been initiated and the  
book value of any Mortgaged Property acquired by the Trust through foreclosure,  
deed in lieu of foreclosure or other exercise of the Trust's security interest  
in the Mortgaged Property.  
  
SECTION 3.13. Annual Statement as to Compliance. The Master Servicer shall  
deliver to the Trustee, on or before April 30 of each year, beginning with the  
first April 30 succeeding the Cut-Off Date by at least six months, an Officer's  
Certificate stating as to the signer thereof, that (i) a review of the  
activities of the Master Servicer during the preceding calendar year and  
performance under this Agreement has been made under such officer's supervision,  
and (ii) to the best of such officer's knowledge, based on such review, the  
Master Servicer has fulfilled all its obligations under this Agreement  
throughout such year, or, if there has been a default in the fulfillment of any  
such obligation, specifying each such default known to such officer and the  
nature and status thereof. Copies of such statement shall be provided by the  
Master Servicer to Certificateholders upon request or by the Trustee (solely to  
the extent that such copies are available to the Trustee) at the expense of the  
Master Servicer, should the Master Servicer fail to so provide such copies.  
  
SECTION 3.14. Access to Certain Documentation and Information Regarding the  
Mortgage Loans. In the event that the Certificates are legal for investment by  
federally-insured savings associations, the Master Servicer shall provide to the  
OTS, the FDIC and the supervisory agents and examiners of the OTS and the FDIC  
access to the documentation regarding the related Mortgage Loans required by  
  
  
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applicable regulations of the OTS or the FDIC, as applicable, and shall in any  
event provide such access to the documentation regarding such Mortgage Loans to  
the Trustee and its representatives, such access being afforded without charge,  
but only upon reasonable request and during normal business hours at the offices  
of the Master Servicer designated by it.  
  
SECTION 3.15. Annual Independent Public Accountants' Servicing Report. On or  
before April 30 of each year, beginning with the first April 30 succeeding the  
Cut-Off Date by at least six months, the Master Servicer, at its expense, shall  
furnish to the Trustee a copy of a report delivered to the Master Servicer by a  
firm of independent public accountants (who may also render other services to  
the Master Servicer or any affiliate thereof) to the effect that, on the basis  
of an examination conducted by such firm in accordance with standards  
established by the American Institute of Certified Public Accountants, the  
Master Servicer has complied with certain minimum residential mortgage loan  
servicing standards in its role as Master Servicer with respect to the servicing  
of residential mortgage loans (including the Mortgage Loans) during the most  
recently completed fiscal year. In rendering its report such firm may rely, (a)  
as to matters relating to the Certificates, upon a statistical sampling of  
series of mortgage-backed certificates which may include the Certificates and  
(b) as to matters relating to the direct servicing of residential mortgage loans  
by subservicers, upon comparable reports of firms of independent certified  
public accountants rendered on the basis of examinations conducted in accordance  
with the same standards (rendered within one year of such report) with respect  
to those subservicers.  
  
SECTION 3.16. [Reserved.]  
  
SECTION 3.17. [Reserved.]  
  
SECTION 3.18. [Reserved.]  
  
SECTION 3.19. [Reserved.]  
  
SECTION 3.20. Assumption or Termination of Selling and Servicing Contracts by  
Trustee. In the event the Master Servicer, or any successor Master Servicer,  
shall for any reason no longer be the Master Servicer (including by reason of an  
Event of Default), the Trustee as trustee hereunder or its designee shall  
thereupon assume all of the rights and obligations of the Master Servicer under  
the Selling and Servicing Contracts with respect to the related Mortgage Loans  
unless the Trustee elects to terminate the Selling and Servicing Contracts with  
respect to such Mortgage Loans in accordance with the terms thereof. The  
Trustee, its designee or the successor servicer for the Trustee shall be deemed  
to have assumed all of the Master Servicer's interest therein with respect to  
the related Mortgage Loans and to have replaced the Master Servicer as a party  
to the Selling and Servicing Contracts to the same extent as if the rights and  
duties under the Selling and Servicing Contracts relating to such Mortgage Loans  
had been assigned to the assuming party, except that the Master Servicer shall  
not thereby be relieved of any liability or obligations under the Selling and  
Servicing Contracts with respect to the Master Servicer's duties to be performed  
prior to its termination hereunder.  
  
The Master Servicer at its expense shall, upon request of the Trustee, deliver  
to the assuming party all documents and records relating to the Selling and  
  
  
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Servicing Contracts and the Mortgage Loans then being master serviced by the  
Master Servicer and an accounting of amounts collected and held by the Master  
Servicer and otherwise use its best efforts to effect the orderly and efficient  
transfer of the rights and duties under the related Selling and Servicing  
Contracts relating to such Mortgage Loans to the assuming party.  
  
 ARTICLE IV  
  
 Payments to Certificateholders; Payment of Expenses  
  
SECTION 4.01. Distributions to Holders of REMIC I Regular Interests and Class  
R-1 Residual Interest. On each Distribution Date, the Trustee (or any duly  
appointed paying agent) (i) shall be deemed to have distributed from the  
Certificate Account the REMIC I Distribution Amount to the Holders of the REMIC  
I Regular Interests and to have deposited such amount for their benefit into the  
Certificate Account and (ii) from the Certificate Account shall distribute to  
the Class R Certificateholders, in accordance with the written statement  
received from the Master Servicer pursuant to Section 4.02(b), the sum of (a)  
the Excess Liquidation Proceeds and (b) the amounts to be distributed to the  
Holders of the Class R-1 Residual Interest pursuant to the definition of "REMIC  
I Distribution Amount" for such Distribution Date. Amounts distributed pursuant  
to clause (ii) above shall be distributed by wire transfer in immediately  
available funds for the account of each Class R Certificateholder, or by any  
other means of payment acceptable to each Class R Certificateholder of record on  
the immediately preceding Record Date (other than as provided in Section 9.01  
respecting the final distribution), as specified by each such Certificateholder  
and at the address of such Holder appearing in the Certificate Register.  
Notwithstanding any other provision of this Agreement, no actual distributions  
pursuant to clause (i) of this Section 4.01 shall be made on account of the  
deemed distributions described in this paragraph except in the event of a  
liquidation of REMIC II and not REMIC I.  
  
SECTION 4.02. Advances by the Master Servicer; Distribution Reports to the  
Trustee.  
  
(a) To the extent described below, the Master Servicer is obligated to advance  
its own funds to the Certificate Account to cover any shortfall between (i)  
payments scheduled to be received in respect of Mortgage Loans, and (ii) the  
amounts actually deposited in the Certificate Account on account of such  
payments. The Master Servicer's obligation to make any advance or advances  
described in this Section 4.02 is effective only to the extent that such advance  
is, in the good faith judgment of the Master Servicer made on or before the  
second Business Day prior to each Distribution Date, reimbursable from Insurance  
Proceeds or Liquidation Proceeds of the related Mortgage Loans or recoverable as  
late Monthly Payments with respect to the related Mortgage Loans or otherwise.  
  
Prior to the close of business on the second Business Day prior to each  
Distribution Date, the Master Servicer shall determine whether or not it will  
make a Monthly P&I Advance on the Business Day prior to such Distribution Date  
(in the event that the applicable Servicer fails to make such advances) and  
shall furnish a written statement to the Trustee, the Paying Agent, if any, and  
to any Certificateholder requesting the same, setting forth the aggregate amount  
to be advanced on account of principal and interest in respect of the Mortgage  
Loans, stated separately.  
  
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In the event that the Master Servicer shall be required to make a Monthly P&I  
Advance, it shall on the Business Day prior to the related Distribution Date  
either (i) deposit in the Certificate Account an amount equal to such Monthly  
P&I Advance, (ii) make an appropriate entry in the records of the Certificate  
Account that funds in such account being held for future distribution or  
withdrawal have been, as permitted by this Section 4.02, used by the Master  
Servicer to make such Monthly P&I Advance, or (iii) make advances in the form of  
any combination of (i) and (ii) aggregating the amount of such Monthly P&I  
Advance. Any funds being held for future distribution to Certificateholders and  
so used shall be replaced by the Master Servicer by deposit in the Certificate  
Account on the Business Day immediately preceding any future Distribution Date  
to the extent that funds in the Certificate Account on such Distribution Date  
with respect to the Mortgage Loans shall be less than payments to  
Certificateholders required to be made on such date with respect to the Mortgage  
Loans. Under each Selling and Servicing Contract, the Master Servicer is  
entitled to receive from the Custodial Accounts for P&I established by the  
Servicers amounts received by the applicable Servicers on particular Mortgage  
Loans as late payments of principal and interest or as Liquidation or Insurance  
Proceeds and respecting which the Master Servicer has made an unreimbursed  
advance of principal and interest. The Master Servicer is also entitled to  
receive other amounts from the related Custodial Accounts for P&I established by  
the Servicers to reimburse itself for prior Nonrecoverable Advances respecting  
Mortgage Loans serviced by such Servicers. The Master Servicer shall deposit  
these amounts in the Investment Account prior to withdrawal pursuant to Section  
3.05.  
  
In accordance with Section 3.05, Monthly P&I Advances are reimbursable to the  
Master Servicer from cash in the Investment Account or the Certificate Account  
to the extent that the Master Servicer shall determine that any such advances  
previously made are Nonrecoverable Advances pursuant to Section 4.03.  
  
(b) Prior to noon New York City time two Business Days prior to each  
Distribution Date, the Master Servicer shall provide (x) the Trustee and (y) the  
Company (if the Company is no longer acting as Master Servicer) with a statement  
in writing of (1) the amount, as applicable, of (i) interest, (ii) the interest  
portion, if any, of Realized Losses, (iii) Uncompensated Interest Shortfall,  
(iv) scheduled principal, (v) Principal Prepayments, (vi) Liquidation Principal,  
(vii) Subsequent Recoveries, (viii) the principal portion of Realized Losses  
(after giving effect to any reduction thereof by application of any Cumulative  
Carry-Forward Subsequent Recoveries Amount), (ix) the Residual Distribution  
Amount and (x) the Excess Liquidation Proceeds to be distributed or allocated,  
as applicable, to each Class of Certificates on such Distribution Date (such  
amounts to be determined in accordance with the definitions of "REMIC I  
Distribution Amount" and "REMIC II Distribution Amount," Section 4.01 and  
Section 4.04 hereof and other related definitions set forth in Article I  
hereof); (2) the applicable Class Principal Balance after giving effect to such  
distributions and allocations; (3) the Cumulative Carry-Forward Subsequent  
Recoveries Amount for such Distribution Date and each Subgroup; and (4) the  
amount of any Special Primary Insurance Premium payable on such Distribution  
Date.  
  
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SECTION 4.03. Nonrecoverable Advances. Any advance previously made by a Servicer  
pursuant to its Selling and Servicing Contract with respect to a Mortgage Loan  
or by the Master Servicer that the Master Servicer shall determine in its good  
faith judgment not to be ultimately recoverable from Insurance Proceeds or  
Liquidation Proceeds or otherwise with respect to such Mortgage Loan or  
recoverable as late Monthly Payments with respect to such Mortgage Loan shall be  
a Nonrecoverable Advance. The determination by the Master Servicer that it or  
the applicable Servicer has made a Nonrecoverable Advance or that any advance  
would constitute a Nonrecoverable Advance, shall be evidenced by an Officer's  
Certificate of the Master Servicer delivered to the Trustee on the Determination  
Date and detailing the reasons for such determination. Notwithstanding any other  
provision of this Agreement, any insurance policy relating to the Mortgage  
Loans, or any other agreement relating to the Mortgage Loans to which the  
Company or the Master Servicer is a party, (a) the Master Servicer and each  
Servicer shall not be obligated to, and shall not, make any advance that, after  
reasonable inquiry and in its sole discretion, the Master Servicer or such  
Servicer shall determine would be a Nonrecoverable Advance, and (b) the Master  
Servicer and each Servicer shall be entitled to reimbursement for any advance as  
provided in Section 3.05(a)(i), (ii) and (iv) of this Agreement.  
  
SECTION 4.04. Distributions to Certificateholders; Payment of Special Primary  
Insurance Premiums.  
  
(a) On each Distribution Date, the Trustee (or any duly appointed paying  
 agent) shall (i) subject to Section 3.05(a)(viii), withdraw from the  
 Certificate Account any Special Primary Insurance Premium payable on  
 such Distribution Date and pay such amount to the insurer under the  
 applicable Special Primary Insurance Policy and (ii) withdraw from the  
 Certificate Account the REMIC II Available Distribution Amount for such  
 Distribution Date and distribute, from the amount so withdrawn, to the  
 extent of the REMIC II Available Distribution Amount, the REMIC II  
 Distribution Amount to the Certificateholders (including the Class R  
 Certificateholders with respect to any distribution to the Holders of  
 the Class R-2 Residual Interest), all in accordance with the written  
 statement received from the Master Servicer pursuant to Section  
 4.02(b). Any Special Primary Insurance Premiums distributed pursuant to  
 clause (i) above shall be distributed by means of payment acceptable to  
 the insurer under the respective Special Primary Insurance Policy.  
 Amounts distributed to the Certificateholders pursuant to clause (ii)  
 above shall be distributed by wire transfer in immediately available  
 funds for the account of, or by check mailed to, each such  
 Certificateholder of record on the immediately preceding Record Date  
 (other than as provided in Section 9.01 respecting the final  
 distribution), as specified by each such Certificateholder and at the  
 address of such Holder appearing in the Certificate Register.  
  
(b) All reductions in the Certificate Principal Balance of a Certificate  
 effected by distributions of principal and all allocations of Realized  
 Losses made on any Distribution Date shall be binding upon all Holders  
 of such Certificate and of any Certificate issued upon the registration  
 of transfer or exchange therefor or in lieu thereof, whether or not  
 such distribution is noted on such Certificate. The final distribution  
 of principal of each Certificate (and the final distribution upon the  
 Class R Certificates upon (i) the termination of REMIC I and REMIC II  
 and (ii) the payment, or making provision for payment, of all  
 liabilities of the Trust) shall be payable in the manner provided above  
 only upon presentation and surrender thereof on or after the  
 Distribution Date therefor at the office or agency of the Certificate  
 Registrar specified in the notice delivered pursuant to Section  
 4.04(c)(ii) and Section 9.01(b).  
  
  
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(c) Whenever, on the basis of Curtailments, Payoffs and Monthly Payments on  
 the Mortgage Loans and Insurance Proceeds and Liquidation Proceeds  
 received and expected to be received during the Payoff Period, the  
 Master Servicer has notified the Trustee that it believes that the  
 entire remaining unpaid Class Principal Balance of any Class of  
 Certificates will become distributable on the next Distribution Date,  
 the Trustee shall, no later than the 18th day of the month of such  
 Distribution Date, mail or cause to be mailed to each Person in whose  
 name a Certificate to be so retired is registered at the close of  
 business on the Record Date and to the Rating Agencies a notice to the  
 effect that:  
  
(i) it is expected that funds sufficient to make such final distribution  
 will be available in the Certificate Account on such Distribution Date,  
 and  
  
(ii) if such funds are available, (A) such final distribution will be  
 payable on such Distribution Date, but only upon presentation and  
 surrender of such Certificate at the office or agency of the  
 Certificate Registrar maintained for such purpose (the address of which  
 shall be set forth in such notice), and (B) no interest shall accrue on  
 such Certificate after such Distribution Date.  
  
SECTION 4.05. Statements to Certificateholders. With each distribution from the  
Certificate Account on a Distribution Date, the Trustee shall send to each  
Rating Agency and shall make available to each Certificateholder the statement  
required by Section 4.02(b). The Trustee may make available such statement and  
certain other information, including, without limitation, information required  
to be provided by the Trustee pursuant to Sections 3.12 and 3.13, to  
Certificateholders through the Trustee's Corporate Trust home page on the world  
wide web. Such web page is currently located at  
"xxxxxxxxxxxxxx.xxxxxxxxxxx.xxx." Mortgage-Backed Securities information is  
currently available by clicking the "Bondholder Reporting" button and selecting  
the appropriate transaction. The location of such web page and the procedures  
used therein are subject to change from time to time at the Trustee's  
discretion.  
  
Upon request by any Certificateholder or Rating Agency or the Trustee, the  
Master Servicer shall forward to such Certificateholder or Rating Agency and the  
Trustee and the Company (if the Company is no longer acting as Master Servicer)  
an additional report which sets forth with respect to the Mortgage Loans:  
  
 (a) The number and aggregate Principal Balance of the Mortgage Loans  
 delinquent one, two and three months or more;  
  
 (b) The (i) number and aggregate Principal Balance of Mortgage Loans  
 with respect to which foreclosure proceedings have been initiated, and  
 (ii) the number and aggregate book value of Mortgaged Properties  
 acquired through foreclosure, deed in lieu of foreclosure or other  
 exercise of rights respecting the Trust's security interest in the  
 Mortgage Loans;  
  
 (c) The amount of the Special Hazard Coverage available to the Senior  
 Certificates remaining as of the close of business on the applicable  
 Determination Date;  
  
 (d) The amount of the Bankruptcy Coverage available to the Senior  
 Certificates remaining as of the close of business on the applicable  
 Determination Date;  
  
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 (e) The amount of the Fraud Coverage available to the Senior  
 Certificates remaining as of the close of business on the applicable  
 Determination Date; and  
  
 (f) The cumulative amount of Realized Losses allocated to the related  
 Certificates since the Cut-Off Date.  
  
Upon request by any Certificateholder, the Master Servicer, as soon as  
reasonably practicable, shall provide the requesting Certificateholder with such  
information as is necessary and appropriate, in the Master Servicer's sole  
discretion, for purposes of satisfying applicable reporting requirements under  
Rule 144A of the Securities Act.  
  
The Company may make available any reports, statements or other information to  
Certificateholders through the Company's home page on the world wide web. As of  
the Closing Date, such web page is located at "xxx.xxxxxxx.xxx" and information  
is available by clicking on "Investor Information."  
  
 ARTICLE V  
  
 The Certificates  
  
SECTION 5.01. The Certificates.  
  
 (a) The Certificates shall be substantially in the forms set forth in  
Exhibit A and B with the additional insertion from Exhibit H attached hereto,  
and shall be executed by the Trustee on behalf of the Trust, authenticated by  
the Trustee (or any duly appointed Authenticating Agent) and delivered (i) upon  
and pursuant to the order of the Company and (ii) upon receipt by the Trustee of  
the documents specified in Section 2.01. The Certificates shall be issuable in  
Authorized Denominations. Certificates shall be executed by manual or facsimile  
signature on behalf of the Trust by authorized officers of the Trustee.  
Certificates bearing the manual or facsimile signatures of individuals who were  
at the time of execution the proper officers of the Trustee shall bind the  
Trust, notwithstanding that such individuals or any of them have ceased to hold  
such offices prior to the authentication and delivery of such Certificates or  
did not hold such offices at the date of such Certificates. No Certificate shall  
be entitled to any benefit under this Agreement, or be valid for any purpose,  
unless there appears on such Certificate a certificate of authentication  
substantially in the form provided for herein executed by the Trustee or any  
Authenticating Agent by manual signature, and such certificate upon any  
Certificate shall be conclusive evidence, and the only evidence, that such  
Certificate has been duly authenticated and delivered hereunder. All  
Certificates shall be dated the date of their authentication.  
  
 (b) The following definitions apply for purposes of this Section 5.01:  
"Disqualified Organization" means any Person which is not a Permitted  
Transferee, but does not include any "Pass-Through Entity" which owns or holds a  
Residual Certificate and of which a Disqualified Organization, directly or  
indirectly, may be a stockholder, partner or beneficiary; "Pass-Through Entity"  
means any regulated investment company, real estate investment trust, common  
trust fund, partnership, trust or estate, and any organization to which Section  
1381 of the Code applies; "Ownership Interest" means, with respect to any  
Residual Certificate, any ownership or security interest in such Residual  
Certificate, including any interest in a Residual Certificate as the Holder  
  
  
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thereof and any other interest therein whether direct or indirect, legal or  
beneficial, as owner or as pledgee; "Transfer" means any direct or indirect  
transfer or sale of, or directly or indirectly transferring or selling any  
Ownership Interest in a Residual Certificate; and "Transferee" means any Person  
who is acquiring by Transfer any Ownership Interest in a Residual Certificate.  
  
 (c) Restrictions on Transfers of the Residual Certificates to Disqualified  
Organizations are set forth in this Section 5.01(c).  
  
 (i) Each Person who has or who acquires any Ownership Interest in a  
Residual Certificate shall be deemed by the acceptance or acquisition of such  
Ownership Interest to have agreed to be bound by the following provisions and to  
have irrevocably authorized the Trustee or its designee under clause (iii)(A)  
below to deliver payments to a Person other than such Person and to negotiate  
the terms of any mandatory sale under clause (iii)(B) below and to execute all  
instruments of transfer and to do all other things necessary in connection with  
any such sale. The rights of each Person acquiring any Ownership Interest in a  
Residual Certificate are expressly subject to the following provisions:  
  
 (A) Each Person holding or acquiring any Ownership Interest in a Residual  
Certificate shall be a Permitted Transferee and shall promptly notify the  
Trustee of any change or impending change in its status as a Permitted  
Transferee.  
  
 (B) In connection with any proposed Transfer of any Ownership Interest in a  
Residual Certificate to a U.S. Person, the Trustee shall require delivery to it,  
and shall not register the Transfer of any Residual Certificate until its  
receipt of (1) an affidavit and agreement (a "Transferee Affidavit and  
Agreement") attached hereto as Exhibit J from the proposed Transferee, in form  
and substance satisfactory to the Company, representing and warranting, among  
other things, that it is not a Non-U.S. Person, that such transferee is a  
Permitted Transferee, that it is not acquiring its Ownership Interest in the  
Residual Certificate that is the subject of the proposed Transfer as a nominee,  
trustee or agent for any Person who is not a Permitted Transferee, that for so  
long as it retains its Ownership Interest in a Residual Certificate, it will  
endeavor to remain a Permitted Transferee, and that it has reviewed the  
provisions of this Section 5.01(c) and agrees to be bound by them, and (2) a  
certificate, attached hereto as Exhibit I, from the Holder wishing to transfer  
the Residual Certificate, in form and substance satisfactory to the Company,  
representing and warranting, among other things, that no purpose of the proposed  
Transfer is to allow such Holder to impede the assessment or collection of tax.  
  
 (C) Notwithstanding the delivery of a Transferee Affidavit and Agreement by  
a proposed Transferee under clause (B) above, if the Trustee has actual  
knowledge that the proposed Transferee is not a Permitted Transferee, no  
Transfer of an Ownership Interest in a Residual Certificate to such proposed  
Transferee shall be effected.  
  
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 (D) Each Person holding or acquiring any Ownership Interest in a Residual  
Certificate agrees by holding or acquiring such Ownership Interest (i) to  
require a Transferee Affidavit and Agreement from any other Person to whom such  
Person attempts to transfer its Ownership Interest and to provide a certificate  
to the Trustee in the form attached hereto as Exhibit J; (ii) to obtain the  
express written consent of the Company prior to any transfer of such Ownership  
Interest, which consent may be withheld in the Company's sole discretion; and  
(iii) to provide a certificate to the Trustee in the form attached hereto as  
Exhibit I.  
  
 (ii) The Trustee shall register the Transfer of any Residual Certificate  
only if it shall have received the Transferee Affidavit and Agreement, a  
certificate of the Holder requesting such transfer in the form attached hereto  
as Exhibit J and all of such other documents as shall have been reasonably  
required by the Trustee as a condition to such registration.  
  
 (iii) (A) If any "disqualified organization" (as defined in Section  
860E(e)(5) of the Code) shall become a holder of a Residual Certificate, then  
the last preceding Permitted Transferee shall be restored, to the extent  
permitted by law, to all rights and obligations as Holder thereof retroactive to  
the date of registration of such Transfer of such Residual Certificate. If any  
Non-U.S. Person shall become a holder of a Residual Certificate, then the last  
preceding holder which is a U.S. Person shall be restored, to the extent  
permitted by law, to all rights and obligations as Holder thereof retroactive to  
the date of registration of the Transfer to such Non-U.S. Person of such  
Residual Certificate. If a transfer of a Residual Certificate is disregarded  
pursuant to the provisions of Treasury Regulations Section 1.860E-1 or Section  
1.860G-3, then the last preceding Permitted Transferee shall be restored, to the  
extent permitted by law, to all rights and obligations as Holder thereof  
retroactive to the date of registration of such Transfer of such Residual  
Certificate. Neither the Trust nor the Trustee shall be under any liability to  
any Person for any registration of Transfer of a Residual Certificate that is in  
fact not permitted by this Section 5.01(c) or for making any payments due on  
such Certificate to the holder thereof or for taking any other action with  
respect to such holder under the provisions of this Agreement.  
  
 (B) If any purported Transferee shall become a Holder of a Residual  
Certificate in violation of the restrictions in this Section 5.01(c) and to the  
extent that the retroactive restoration of the rights of the Holder of such  
Residual Certificate as described in clause (iii)(A) above shall be invalid,  
illegal or unenforceable, then the Company shall have the right, without notice  
to the Holder or any prior Holder of such Residual Certificate, to sell such  
Residual Certificate to a purchaser selected by the Company on such terms as the  
Company may choose. Such purported Transferee shall promptly endorse and deliver  
each Residual Certificate in accordance with the instructions of the Company.  
Such purchaser may be the Company itself or any affiliate of the Company. The  
proceeds of such sale, net of the commissions (which may include commissions  
payable to the Company or its affiliates), expenses and taxes due, if any, shall  
be remitted by the Company to such purported Transferee. The terms and  
conditions of any sale under this clause (iii)(B) shall be determined in the  
sole discretion of the Company, and the Company shall not be liable to any  
Person having an Ownership Interest in a Residual Certificate as a result of its  
exercise of such discretion.  
  
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 (iv) The Company, on behalf of the Trustee, shall make available, upon  
written request from the Trustee, all information necessary to compute any tax  
imposed (A) as a result of the Transfer of an Ownership Interest in a Residual  
Certificate to any Person who is not a Permitted Transferee, including the  
information regarding "excess inclusions" of such Residual Certificates required  
to be provided to the Internal Revenue Service and certain Persons as described  
in Treasury Regulation Section 1.860D-1(b)(5), and (B) as a result of any  
regulated investment company, real estate investment trust, common trust fund,  
partnership, trust, estate or organizations described in Section 1381 of the  
Code having as among its record holders at any time any Person who is not a  
Permitted Transferee. Reasonable compensation for providing such information may  
be required by the Company from such Person.  
  
 (v) The provisions of this Section 5.01 set forth prior to this Section (v)  
may be modified, added to or eliminated by the Company and the Trustee, provided  
that there shall have been delivered to the Trustee the following:  
  
 (A) written notification from each of the Rating Agencies to the effect  
that the modification, addition to or elimination of such provisions will not  
cause such Rating Agency to downgrade its then-current Ratings of the  
Certificates; and  
  
 (B) an Opinion of Counsel, in form and substance satisfactory to the  
Company (as evidenced by a certificate of the Company), to the effect that such  
modification, addition to or absence of such provisions will not cause REMIC I,  
and REMIC II to cease to qualify as a REMIC and will not create a risk that (1)  
REMIC I and REMIC II may be subject to an entity-level tax caused by the  
Transfer of any Residual Certificate to a Person which is not a Permitted  
Transferee or (2) a Certificateholder or another Person will be subject to a  
REMIC-related tax caused by the Transfer of a Residual Certificate to a Person  
which is not a Permitted Transferee.  
  
 (vi) The following legend shall appear on all Residual Certificates:  
  
 ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE  
 MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO  
 THE COMPANY AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT EITHER (A)  
 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, (B) ANY ORGANIZATION (OTHER  
 THAN A COOPERATIVE DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS  
 EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH  
 ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE,  
 (C) ANY ORGANIZATION DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE  
 (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), OR (C)  
 BEING HEREINAFTER REFERRED TO AS A "DISQUALIFIED ORGANIZATION"), OR (D)  
 AN AGENT OF A DISQUALIFIED ORGANIZATION AND (2) NO PURPOSE OF SUCH  
  
  
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 TRANSFER IS TO ENABLE THE TRANSFEROR TO IMPEDE THE ASSESSMENT OR  
 COLLECTION OF TAX. SUCH AFFIDAVIT SHALL INCLUDE CERTAIN REPRESENTATIONS  
 AS TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE.  
 NOTWITHSTANDING THE REGISTRATION IN THE CERTIFICATE REGISTER OF ANY  
 TRANSFER, SALE OR OTHER DISPOSITION OF THIS CLASS R CERTIFICATE TO A  
 DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION,  
 SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT  
 WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A  
 CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT NOT LIMITED  
 TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF  
 THE CLASS R CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE  
 DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.  
  
 (vii) The Tax Matters Person for each of REMIC I and REMIC II, while not a  
Disqualified Organization, shall be the tax matters person for the related REMIC  
within the meaning of Section 6231(a)(7) of the Code and Treasury Regulation  
Section 1.860F-4(d).  
  
 (d) In the case of any Junior Subordinate Certificate presented for  
registration in the name of any Person, the Trustee shall require (i) an  
officer's certificate substantially in the form of Exhibit N attached hereto  
acceptable to and in form and substance satisfactory to the Trustee and the  
Company, which officer's certificate shall not be an expense of the Trust, the  
Trustee, the Delaware Trustee, the Master Servicer or the Company, and (ii) only  
if such officer's certificate indicates that a Benefit Plan Opinion is delivered  
in connection therewith, a Benefit Plan Opinion.  
  
In the case of any Residual Certificate presented for registration in the name  
of any Person, the Trustee shall require (i) a Transferee Affidavit and  
Agreement which includes the representation set forth in paragraph 18 of the  
form attached hereto as Exhibit J and (ii) only if the representation set forth  
in such paragraph 18 indicates that a Benefit Plan Opinion is delivered in  
connection therewith, a Benefit Plan Opinion.  
  
(e) No transfer, sale, pledge or other disposition of a Junior Subordinate  
Certificate shall be made unless such transfer, sale, pledge or other  
disposition is made in accordance with this Section 5.01(e) or Section 5.01(f).  
Each Person who, at any time, acquires any ownership interest in any Junior  
Subordinate Certificate shall be deemed by the acceptance or acquisition of such  
ownership interest to have agreed to be bound by the following provisions of  
this Section 5.01(e) and Section 5.01(f), as applicable. No transfer of a Junior  
Subordinate Certificate shall be deemed to be made in accordance with this  
Section 5.01(e) unless such transfer is made pursuant to an effective  
registration statement under the Securities Act or unless the Trustee is  
provided with the certificates and an Opinion of Counsel, if required, on which  
the Trustee may conclusively rely, to the effect that such transfer is exempt  
from the registration requirements under the Securities Act, as follows: In the  
event that a transfer is to be made in reliance upon an exemption from the  
Securities Act, the Trustee shall require, in order to assure compliance with  
  
  
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the Securities Act, that the Certificateholder desiring to effect such transfer  
certify to the Trustee in writing, in substantially the form attached hereto as  
Exhibit F, the facts surrounding the transfer, with such modifications to such  
Exhibit F as may be appropriate to reflect the actual facts of the proposed  
transfer, and that the Certificateholder's proposed transferee certify to the  
Trustee in writing, in substantially the form attached hereto as Exhibit G, the  
facts surrounding the transfer, with such modifications to such Exhibit G as may  
be appropriate to reflect the actual facts of the proposed transfer. If such  
certificate of the proposed transferee does not contain substantially the  
substance of Exhibit G, the Trustee shall require an Opinion of Counsel that  
such transfer may be made without registration, which Opinion of Counsel shall  
not be obtained at the expense of the Trustee, the Delaware Trustee, the Trust  
or the Company. Such Opinion of Counsel shall allow for the forwarding, and the  
Trustee shall forward, a copy thereof to the Rating Agencies. Notwithstanding  
the foregoing, any Junior Subordinate Certificate may be transferred, sold,  
pledged or otherwise disposed of in accordance with the requirements set forth  
in Section 5.01(f).  
  
(f) To effectuate a Certificate transfer of a Junior Subordinate Certificate in  
accordance with this Section 5.01(f), the proposed transferee of such  
Certificate must provide the Trustee and the Company with an investment letter  
substantially in the form of Exhibit L attached hereto, which investment letter  
shall not be an expense of the Trust, the Trustee, the Delaware Trustee or the  
Company, and which investment letter states that, among other things, such  
transferee (i) is a "qualified institutional buyer" as defined under Rule 144A,  
acting for its own account or the accounts of other "qualified institutional  
buyers" as defined under Rule 144A, and (ii) is aware that the proposed  
transferor intends to rely on the exemption from registration requirements under  
the Securities Act provided by Rule 144A. Notwithstanding the foregoing, the  
proposed transferee of such Certificate shall not be required to provide the  
Trustee or the Company with Annex 1 or Annex 2 to the form of Exhibit L attached  
hereto if the Company so consents prior to each such transfer. Such transfers  
shall be deemed to have complied with the requirements of this Section 5.01(f).  
The Holder of a Certificate desiring to effect such transfer does hereby agree  
to indemnify the Trust, the Trustee, the Delaware Trustee, the Company, and the  
Certificate Registrar against any liability that may result if transfer is not  
made in accordance with this Agreement.  
  
(g) (1) In the case of any ERISA Restricted Certificate presented for  
registration in the name of any Person, the prospective transferee shall be  
required to provide the Trustee and the Company (A) an officer's certificate  
substantially in the form of Exhibit O attached hereto acceptable to and in form  
and substance satisfactory to the Trustee and the Company, which officer's  
certificate shall not be an expense of the Trust, the Trustee, the Delaware  
Trustee, the Master Servicer or the Company, and (B) only if such officer's  
certificate indicates that a Benefit Plan Opinion is delivered in connection  
therewith, a Benefit Plan Opinion.  
  
 (2) Notwithstanding the foregoing, a certification (and, if applicable,  
 a Benefit Plan Opinion) as described in Section 5.01(g)(1) above will  
 not be required with respect to the transfer of any ERISA Restricted  
 Certificate to a Clearing Agency, or for any subsequent transfer of any  
 interest in a ERISA Restricted Certificate for so long as such  
 Certificate is a Book-Entry Certificate (each such ERISA Restricted  
 Certificate, a "Book-Entry ERISA Restricted Certificate"). Any  
 transferee of a Book-Entry ERISA Restricted Certificate will be deemed  
 to have represented, by virtue of its acquisition or holding of such  
 Certificate (or interest therein), that either (i) such transferee is  
 not an employee benefit or other plan subject to the prohibited  
 transaction provisions of ERISA or Section 4975 of the Code, or any  
  
  
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 person (including an investment manager, a named fiduciary or a trustee  
 of any such plan) acting, directly or indirectly, on behalf of or  
 purchasing such Certificate with "plan assets" of any such plan (a  
 "Plan Investor"), (ii) such transferee is an insurance company, the  
 source of funds to be used by it to acquire or hold such Certificate is  
 an "insurance company general account" (within the meaning of  
 Department of Labor Prohibited Transaction Class Exemption ("PTCE")  
 95-60), and the conditions in Sections I and III of PTCE 95-60 have  
 been satisfied (each entity that satisfies this clause (ii), a  
 "Complying Insurance Company") or (iii) such Certificate was rated  
 "BBB-" or better (or its equivalent) by at least one of the Rating  
 Agencies at the time of such transferee's acquisition of such  
 Certificate (or interest therein).  
  
 (3) If any Book-Entry ERISA Restricted Certificate (or any interest  
 therein) is acquired or held in violation of the provisions of Section  
 5.01(g)(2) above, then the last preceding transferee that either (i) is  
 not a Plan Investor, (ii) is a Complying Insurance Company or (iii)  
 acquired such Certificate at a time when such Certificate was rated  
 "BBB-" or better (or its equivalent) by at least one of the Rating  
 Agencies shall be restored, to the extent permitted by law, to all  
 rights and obligations as Beneficial Holder thereof retroactive to the  
 date of transfer of such Certificate by such preceding transferee.  
 Neither the Trust nor the Trustee shall be under any liability to any  
 Person for making any payments due on such Certificate to such  
 preceding transferee.  
  
 (4) Any purported Beneficial Holder whose acquisition or holding of any  
 Book-Entry ERISA Restricted Certificate (or interest therein) was  
 effected in violation of the restrictions in this Section 5.01(g) shall  
 indemnify and hold harmless the Company, the Trustee, the Delaware  
 Trustee, the Master Servicer, the Trust and the Underwriter from and  
 against any and all liabilities, claims, costs or expenses incurred by  
 such parties as a result of such acquisition or holding.  
  
SECTION 5.02. Certificates Issuable in Classes; Distributions of Principal and  
Interest; Authorized Denominations. The aggregate principal amount of the  
Certificates that may be authenticated and delivered under this Agreement is  
limited to the aggregate Principal Balance of the Mortgage Loans as of the  
Cut-Off Date, as specified in the Preliminary Statement to this Agreement,  
except for Certificates authenticated and delivered upon registration of  
transfer of, or in exchange for, or in lieu of, other Certificates pursuant to  
Section 5.03. Such aggregate principal amount shall be allocated among one or  
more Classes having designations, types of interests, initial per annum  
Certificate Interest Rates, initial Class Principal Balances and Final Maturity  
Dates as specified in the Preliminary Statement to this Agreement. The aggregate  
Percentage Interest of each Class of Certificates of which the Class Principal  
Balance equals zero as of the Cut-Off Date that may be authenticated and  
delivered under this Agreement is limited to 100%. Certificates shall be issued  
in Authorized Denominations.  
  
SECTION 5.03. Registration of Transfer and Exchange of Certificates. The Trustee  
shall cause to be maintained at one of its offices or at its designated agent, a  
  
  
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Certificate Register in which there shall be recorded the name and address of  
each Certificateholder. Subject to such reasonable rules and regulations as the  
Trustee may prescribe, the Certificate Register shall be amended from time to  
time by the Trustee or its agent to reflect notice of any changes received by  
the Trustee or its agent pursuant to Section 10.06. The Trustee hereby appoints  
itself as the initial Certificate Registrar.  
  
Upon surrender for registration of transfer of any Certificate to the Trustee at  
the Corporate Trust Office of the Trustee or at the office of U.S. Bank National  
Association, U.S. Bank Trust New York, 000 Xxxx Xxxxxx, Xxxxx 0000, Xxx Xxxx, XX  
00000, Attention: Corporate Trust Window, or such other address or agency as may  
hereafter be provided to the Master Servicer in writing by the Trustee, the  
Trustee shall execute, and the Trustee or any Authenticating Agent shall  
authenticate and deliver, in the name of the designated transferee or  
transferees, one or more new Certificates of Authorized Denominations. At the  
option of the Certificateholders, Certificates may be exchanged for other  
Certificates in Authorized Denominations of like Certificate Principal Balance  
or Percentage Interest, as applicable, upon surrender of the Certificates to be  
exchanged at any such office or agency. Whenever any Certificates are so  
surrendered for exchange, the Trustee on behalf of the Trust shall execute, and  
the Trustee, or any Authenticating Agent, shall authenticate and deliver, the  
Certificates which the Certificateholder making the exchange is entitled to  
receive. Every Certificate presented or surrendered for transfer shall (if so  
required by the Trustee or any Authenticating Agent) be duly endorsed by, or be  
accompanied by a written instrument of transfer in form satisfactory to the  
Trustee or any Authenticating Agent and duly executed by, the Holder thereof or  
such Holder's attorney duly authorized in writing.  
  
A reasonable service charge may be made for any such exchange or transfer of  
Certificates, and the Trustee may require payment of a sum sufficient to cover  
any tax or governmental charge that may be imposed in connection with any  
exchange or transfer of Certificates.  
  
All Certificates surrendered for exchange or transfer shall be cancelled by the  
Trustee or any Authenticating Agent.  
  
SECTION 5.04. Mutilated, Destroyed, Lost or Stolen Certificates. If (i) any  
mutilated Certificate is surrendered to the Trustee or any Authenticating Agent,  
or (ii) the Trustee or any Authenticating Agent receives evidence to their  
satisfaction of the destruction, loss or theft of any Certificate, and there is  
delivered to the Trustee or any Authenticating Agent such security or indemnity  
as may be required by them to save each of them and the Trust harmless, then, in  
the absence of notice to the Trustee or any Authenticating Agent that such  
Certificate has been acquired by a protected purchaser, the Trustee shall  
execute and the Trustee or any Authenticating Agent shall authenticate and  
deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or  
stolen Certificate, a new Certificate of like Certificate Principal Balance or  
Percentage Interest as applicable. Upon the issuance of any new Certificate  
under this Section 5.04, the Trustee or any Authenticating Agent may require the  
payment of a sum sufficient to cover any tax or other governmental charge that  
  
  
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may be imposed in relation thereto and any other expenses (including the fees  
and expenses of the Trustee or any Authenticating Agent) connected therewith.  
Any replacement Certificate issued pursuant to this Section 5.04 shall  
constitute complete and indefeasible evidence of ownership in REMIC II (or with  
respect to the Class R Certificates, the residual ownership interests in REMIC I  
and REMIC II) as if originally issued, whether or not the lost or stolen  
Certificate shall be found at any time.  
  
SECTION 5.05. Persons Deemed Owners. The Company, the Master Servicer, the  
Trust, the Trustee, the Delaware Trustee and any agent of any of them may treat  
the Person in whose name any Certificate is registered as the owner of such  
Certificate for the purpose of receiving distributions pursuant to Section 4.01  
and Section 4.04 and for all other purposes whatsoever, and neither the Company,  
the Master Servicer, the Trust, the Trustee, the Delaware Trustee, the  
Certificate Registrar nor any agent of the Company, the Master Servicer, the  
Trust, the Trustee or the Delaware Trustee shall be affected by notice to the  
contrary.  
  
SECTION 5.06. Temporary Certificates. Upon the initial issuance of the  
Certificates, the Trustee on behalf of the Trust may execute, and the Trustee or  
any Authenticating Agent shall authenticate and deliver, temporary Certificates  
which are printed, lithographed, typewritten or otherwise produced, in any  
Authorized Denomination, of the tenor of the definitive Certificates in lieu of  
which they are issued and with such variations in form from the forms of the  
Certificates set forth as Exhibits A, B and H hereto as the Trustee's officers  
executing such Certificates may determine, as evidenced by their execution of  
the Certificates. Notwithstanding the foregoing, the Certificates may remain in  
the form of temporary Certificates.  
  
If temporary Certificates are issued, the Trustee shall cause definitive  
Certificates to be prepared within ten Business Days after the Closing Date or  
as soon as practicable thereafter. After preparation of definitive Certificates,  
the temporary Certificates shall be exchangeable for definitive Certificates  
upon surrender of the temporary Certificates at the office or agency of the  
Trustee to be maintained as provided in Section 5.10 hereof, without charge to  
the holder. Any tax or governmental charge that may be imposed in connection  
with any such exchange shall be borne by the Master Servicer. Upon surrender for  
cancellation of any one or more temporary Certificates, the Trustee on behalf of  
the Trust shall execute and the Trustee or any Authenticating Agent shall  
authenticate and deliver in exchange therefor a like principal amount of  
definitive Certificates of Authorized Denominations. Until so exchanged, the  
temporary Certificates shall in all respects be entitled to the same benefits  
under this Agreement as definitive Certificates.  
  
SECTION 5.07. Book-Entry for Book-Entry Certificates. Notwithstanding the  
foregoing, the Book-Entry Certificates, upon original issuance, shall be issued  
in the form of one or more typewritten Certificates of Authorized Denomination  
representing the Book-Entry Certificates, to be delivered to DTC, the initial  
Clearing Agency, by, or on behalf of, the Company. The Book-Entry Certificates  
shall initially be registered on the Certificate Register in the name of Cede &  
Co., the nominee of DTC, as the initial Clearing Agency, and no Beneficial  
Holder shall receive a definitive certificate representing such Beneficial  
Holder's interest in any Class of Book-Entry Certificate, except as provided  
above and in Section 5.09. Each Book-Entry Certificate shall bear the following  
legend:  
  
 Unless this Certificate is presented by an authorized representative of  
 The Depository Trust Company, a New York corporation ("DTC"), to the  
 Company or its agent for registration of transfer, exchange, or  
 payment, and any Certificate issued is registered in the name of Cede &  
 Co. or such other name as is requested by an authorized representative  
  
  
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 of DTC (and any payment is made to Cede & Co. or to such other entity  
 as is requested by an authorized representative of DTC), ANY TRANSFER,  
 PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON  
 IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an  
 interest herein.  
  
Unless and until definitive, fully registered Book-Entry Certificates (the  
"Definitive Certificates") have been issued to the Beneficial Holders pursuant  
to Section 5.09:  
  
 (a) the provisions of this Section 5.07 shall be in full force and  
 effect with respect to the Book-Entry Certificates;  
  
 (b) the Master Servicer and the Trustee may deal with the Clearing  
 Agency for all purposes with respect to the Book-Entry Certificates  
 (including the making of distributions on the Book-Entry Certificates)  
 as the sole Certificateholder;  
  
 (c) to the extent that the provisions of this Section 5.07 conflict  
 with any other provisions of this Agreement, the provisions of this  
 Section 5.07 shall control; and  
  
 (d) the rights of the Beneficial Holders shall be exercised only  
 through the Clearing Agency and the DTC Participants and shall be  
 limited to those established by law and agreements between such  
 Beneficial Holders and the Clearing Agency and/or the DTC Participants.  
 Pursuant to the Depositary Agreement, unless and until Definitive  
 Certificates are issued pursuant to Section 5.09, the initial Clearing  
 Agency will make book-entry transfers among the DTC Participants and  
 receive and transmit distributions of principal and interest on the  
 related Class of Book-Entry Certificates to such DTC Participants.  
  
For purposes of any provision of this Agreement requiring or permitting actions  
with the consent of, or at the direction of, Holders of Book-Entry Certificates  
evidencing a specified Percentage Interest, such direction or consent may be  
given by the Clearing Agency at the direction of Beneficial Holders owning  
Book-Entry Certificates evidencing the requisite Percentage Interest represented  
by the Book-Entry Certificates. The Clearing Agency may take conflicting actions  
with respect to the Book-Entry Certificates to the extent that such actions are  
taken on behalf of the Beneficial Holders.  
  
SECTION 5.08. Notices to Clearing Agency. Whenever notice or other communication  
to the Certificateholders is required under this Agreement, unless and until  
Definitive Certificates shall have been issued to the related Certificateholders  
pursuant to Section 5.09, the Trustee shall give all such notices and  
communications specified herein to be given to Holders of the Book-Entry  
Certificates to the Clearing Agency which shall give such notices and  
communications to the related DTC Participants in accordance with its applicable  
rules, regulations and procedures.  
  
SECTION 5.09. Definitive Certificates. If (a) the Master Servicer notifies the  
Trustee in writing that the Clearing Agency is no longer willing or able to  
discharge properly its responsibilities under the Depositary Agreement with  
respect to the Book-Entry Certificates and the Trustee or the Master Servicer is  
unable to locate a qualified successor, (b) the Master Servicer, at its option,  
advises the Trustee in writing that it elects to terminate the book-entry system  
  
  
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with respect to the Book-Entry Certificates through the Clearing Agency or (c)  
after the occurrence of an Event of Default, Certificateholders holding  
Book-Entry Certificates evidencing Percentage Interests aggregating not less  
than 66% of the aggregate Class Principal Balance of such Certificates advise  
the Trustee and the Clearing Agency through DTC Participants in writing that the  
continuation of a book-entry system with respect to the Book-Entry Certificates  
through the Clearing Agency is no longer in the best interests of the  
Certificateholders with respect to such Certificates, the Trustee shall notify  
all Certificateholders of Book-Entry Certificates of the occurrence of any such  
event and of the availability of Definitive Certificates. Upon surrender to the  
Trustee of the Book-Entry Certificates by the Clearing Agency, accompanied by  
registration instructions from the Clearing Agency for registration, the Trustee  
on behalf of the Trust shall execute and the Trustee or any Authenticating Agent  
shall authenticate and deliver the Definitive Certificates. Neither the Company,  
the Master Servicer, the Trust nor the Trustee shall be liable for any delay in  
delivery of such instructions and may conclusively rely on, and shall be  
protected in relying on, such instructions. Upon the issuance of Definitive  
Certificates for all of the Certificates all references herein to obligations  
imposed upon or to be performed by the Clearing Agency shall be deemed to be  
imposed upon and performed by the Trustee, to the extent applicable with respect  
to such Definitive Certificates, and the Trustee shall recognize the Holders of  
Definitive Certificates as Certificateholders hereunder.  
SECTION 5.10. Office for Transfer of Certificates. The Trustee shall maintain in  
Massachusetts and in New York, New York, an office or agency where Certificates  
may be surrendered for registration of transfer or exchange. The Corporate Trust  
Office and U.S. Bank National Association, U.S. Bank Trust New York, 000 Xxxx  
Xxxxxx, Xxxxx 0000, Xxx Xxxx, XX 00000, Attention: Corporate Trust Window are  
initially designated for said purposes.  
  
SECTION 5.11. Nature of Certificates. The Certificates shall be personal  
property giving only the rights specifically set forth therein and in this  
Agreement. The Certificates shall have no preemptive or similar rights and when  
issued and delivered to the Holders against payment of the purchase price  
therefor will be fully paid and nonassessable by the Trust. The Holders of the  
Certificates, in their capacities as such, shall be entitled to the same  
limitation of personal liability extended to stockholders of private  
corporations for profit organized under the General Corporation Law of the State  
of Delaware. THE RECEIPT AND ACCEPTANCE OF A CERTIFICATE OR ANY INTEREST THEREIN  
BY OR ON BEHALF OF A HOLDER OR ANY BENEFICIAL OWNER, WITHOUT ANY SIGNATURE OR  
FURTHER MANIFESTATION OF ASSENT, SHALL CONSTITUTE THE UNCONDITIONAL ACCEPTANCE  
BY THE HOLDER AND ALL OTHERS HAVING A BENEFICIAL INTEREST IN SUCH CERTIFICATE OF  
ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND SHALL CONSTITUTE THE  
AGREEMENT OF THE TRUST, SUCH HOLDER AND SUCH OTHERS THAT THE TERMS AND  
PROVISIONS OF THIS AGREEMENT SHALL BE BINDING, OPERATIVE AND EFFECTIVE AS  
BETWEEN THE TRUST AND SUCH HOLDER AND SUCH OTHERS.  
  
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 ARTICLE VI  
  
 The Company and the Master Servicer  
  
SECTION 6.01. Liability of the Company and the Master Servicer. The Company and  
the Master Servicer shall be liable in accordance herewith only to the extent of  
the obligations specifically imposed upon and undertaken by the Company or the  
Master Servicer, as applicable, herein.  
  
SECTION 6.02. Merger or Consolidation of the Company, or the Master Servicer.  
Any Corporation into which the Company or the Master Servicer may be merged or  
consolidated, or any Corporation resulting from any merger, conversion or  
consolidation to which the Company or the Master Servicer shall be a party, or  
any Corporation succeeding to the business of the Company or the Master  
Servicer, shall be the successor of the Company or the Master Servicer  
hereunder, without the execution or filing of any paper or any further act on  
the part of any of the parties hereto, anything herein to the contrary  
notwithstanding.  
  
SECTION 6.03. Limitation on Liability of the Company, the Master Servicer and  
Others. Neither the Company nor the Master Servicer nor any of the directors,  
officers, employees or agents of the Company or the Master Servicer shall be  
under any liability to the Trust, the Holders of the REMIC I Regular Interests  
or the Certificateholders for any action taken by such Person or by a Servicer  
or for such Person's or Servicer's refraining from the taking of any action in  
good faith pursuant to this Agreement, or for errors in judgment; provided,  
however, that this provision shall not protect the Company, the Master Servicer  
or any such Person against any liability which would otherwise be imposed by  
reason of willful misfeasance, bad faith or gross negligence in the performance  
of duties or by reason of reckless disregard of duties and obligations  
hereunder. The Company, the Master Servicer and any director, officer, employee  
or agent of the Company or the Master Servicer may rely in good faith on any  
document of any kind properly executed and submitted by any Person respecting  
any matters arising hereunder. The Company, the Master Servicer and any  
director, officer, employee or agent of the Company or the Master Servicer shall  
be indemnified by the Trust and held harmless against any loss, liability or  
expense incurred in connection with any legal action relating to this Agreement  
or the Certificates, other than any loss, liability or expense relating to any  
Mortgage Loan (other than as otherwise permitted in this Agreement) or incurred  
by reason of willful misfeasance, bad faith or gross negligence in the  
performance of duties hereunder or by reason of reckless disregard of  
obligations and duties hereunder. The Company and the Master Servicer shall not  
be under any obligation to appear in, prosecute or defend any legal action which  
is not incidental to its duties to service the Mortgage Loans in accordance with  
this Agreement and which in its opinion may involve it in any expense or  
liability; provided, however, that the Company or the Master Servicer may in its  
discretion undertake any such action which it may deem necessary or desirable  
with respect to the Mortgage Loans, this Agreement, the Certificates or the  
rights and duties of the parties hereto and the interests of the  
Certificateholders hereunder. In such event, the legal expenses and costs of  
such action and any liability resulting therefrom shall be expenses, costs and  
liabilities of the Trust and the Company and the Master Servicer shall be  
entitled to be reimbursed therefor out of the Certificate Account, as provided  
by Section 3.05.  
  
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SECTION 6.04. The Company and the Master Servicer not to Resign. The Company  
shall not resign from the obligations and duties (including, without limitation,  
its obligations and duties as initial Master Servicer) hereby imposed on it  
except upon determination that its duties hereunder are no longer permissible  
under applicable law. Any successor Master Servicer shall not resign from the  
obligations and duties hereby imposed on it except upon determination that its  
duties hereunder are no longer permissible under applicable law. Any such  
determination permitting the resignation of the Company or any successor Master  
Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to  
the Trustee. No such resignation shall become effective until the Trustee or a  
successor Master Servicer shall have assumed the Master Servicer's  
responsibilities and obligations in accordance with Section 7.02 hereof.  
  
If the Company is no longer acting as Master Servicer, then the successor Master  
Servicer shall give prompt written notice to the Company of any information  
received by such successor Master Servicer which affects or relates to an  
ongoing obligation or right of the Company under this Agreement.  
  
SECTION 6.05. Trustee Access. The Master Servicer shall afford the Company and  
the Trustee, upon reasonable notice, during normal business hours access to all  
records maintained by the Master Servicer, in respect of the Mortgage Loans and  
in respect of its rights and obligations hereunder and access to such of its  
officers as are responsible for such obligations. Upon reasonable request, the  
Master Servicer, shall furnish the Company and the Trustee with its most recent  
financial statements (or, for so long as the Company is the Master Servicer, the  
most recent consolidated financial statements for the Company appearing in the  
audited financial statements of Washington Mutual, Inc., or the entity with  
whose financial statements the financial statements of the Company are  
consolidated) and such other information as it possesses, and which it is not  
prohibited by law or, to the extent applicable, binding obligations to third  
parties with respect to confidentiality from disclosing, regarding its business,  
affairs, property and condition, financial or otherwise.  
  
 ARTICLE VII  
  
 Default  
  
SECTION 7.01. Events of Default. (a) In case one or more of the following Events  
of Default by the Master Servicer or by a successor Master Servicer shall occur  
and be continuing, that is to say:  
  
(i) Any failure by the Master Servicer to deposit into the Certificate  
 Account any payment required to be deposited therein by the Master  
 Servicer under the terms of this Agreement which continues unremedied  
 for a period of five Business Days after the date upon which written  
 notice of such failure, requiring the same to be remedied, shall have  
 been given to the Master Servicer by the Trustee or to the Master  
 Servicer and the Trustee by the Holders of Certificates evidencing  
 Percentage Interests aggregating not less than 25% of REMIC II; or  
  
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(ii) Failure on the part of the Master Servicer duly to observe or perform  
 in any material respect any other of the covenants or agreements on the  
 part of the Master Servicer contained in the Certificates or in this  
 Agreement which continues unremedied for a period of 60 days after the  
 date on which written notice of such failure, requiring the same to be  
 remedied, shall have been given to the Master Servicer by the Trustee,  
 or to the Master Servicer and the Trustee by the Holders of  
 Certificates evidencing Percentage Interests aggregating not less than  
 25% of REMIC II; or  
  
(iii) A decree or order of a court or agency or supervisory authority having  
 jurisdiction in the premises for the appointment of a trustee in  
 bankruptcy, conservator or receiver or liquidator in any bankruptcy,  
 insolvency, readjustment of debt, marshalling of assets and liabilities  
 or similar proceedings, or for the winding-up or liquidation of its  
 affairs, shall have been entered against the Master Servicer and such  
 decree or order shall have remained in force undischarged or unstayed  
 for a period of 60 days; or  
  
(iv) The Master Servicer shall consent to the appointment of a trustee in  
 bankruptcy, conservator or receiver or liquidator in any bankruptcy,  
 insolvency, readjustment of debt, marshalling of assets and liabilities  
 or similar proceedings of or relating to the Master Servicer or of or  
 relating to all or substantially all of its property; or  
  
(v) The Master Servicer shall admit in writing its inability to pay its  
 debts generally as they become due, file a petition to take advantage  
 of any applicable bankruptcy, insolvency or reorganization statute,  
 make an assignment for the benefit of its creditors, or voluntarily  
 suspend payment of its obligations; or  
  
(vi) Any failure of the Master Servicer to make any Monthly P&I Advance  
 (other than a Nonrecoverable Advance) which continues unremedied at the  
 opening of business on the Distribution Date in respect of which such  
 Monthly P&I Advance was to have been made;  
  
then, and in each and every such case, so long as an Event of Default shall not  
have been remedied, either the Trustee or the Holders of Certificates evidencing  
Percentage Interests aggregating not less than 25% of REMIC II, by notice in  
writing to the Company and the Master Servicer (and to the Trustee if given by  
the Certificateholders, in which case such notice shall set forth evidence  
reasonably satisfactory to the Trustee that such Event of Default has occurred  
and shall not have been remedied) may terminate all of the rights (other than  
its right to reimbursement for advances) and obligations of the Master Servicer,  
including its right to the Master Servicing Fee, under this Agreement and in and  
to the Mortgage Loans and the proceeds thereof, if any. Such determination shall  
be final and binding. On or after the receipt by the Master Servicer of such  
written notice, all authority and power of the Master Servicer under this  
Agreement, whether with respect to the Certificates or the Mortgage Loans or  
otherwise, shall pass to and be vested in the Trustee pursuant to and under this  
Section 7.01; and, without limitation, the Trustee is hereby authorized and  
empowered to execute and deliver, on behalf of the Master Servicer, as  
attorney-in-fact or otherwise, any and all documents and other instruments, and  
to do or accomplish all other acts or things necessary or appropriate to effect  
the purposes of such notice of termination, whether to complete the transfer and  
  
  
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endorsement or assignment of the Mortgage Loans and related documents, or  
otherwise. The Master Servicer agrees to cooperate with the Trustee in effecting  
the termination of the Master Servicer's responsibilities and rights hereunder,  
including, without limitation, the transfer to the Trustee for administration by  
it of all cash amounts which shall at the time be credited by the Master  
Servicer to the Certificate Account or thereafter be received with respect to  
the Mortgage Loans.  
  
Notwithstanding the foregoing, if an Event of Default described in clause (vi)  
of this Section 7.01(a) shall occur, the Trustee shall, by notice in writing to  
the Master Servicer, which may be delivered by telecopy, immediately suspend all  
of the rights and obligations of the Master Servicer thereafter arising under  
this Agreement, but without prejudice to any rights it may have as a  
Certificateholder or to reimbursement of Monthly P&I Advances and other advances  
of its own funds, and the Trustee shall act as provided in Section 7.02 to carry  
out the duties of the Master Servicer, including the obligation to make any  
Monthly P&I Advance the nonpayment of which was an Event of Default described in  
clause (vi) of this Section 7.01(a). Any such action taken by the Trustee must  
be prior to the distribution on the relevant Distribution Date. If the Master  
Servicer shall within two Business Days following such suspension remit to the  
Trustee the amount of any Monthly P&I Advance the nonpayment of which by the  
Master Servicer was an Event of Default described in clause (vi) of this Section  
7.01(a), the Trustee, subject to the last sentence of this paragraph, shall  
permit the Master Servicer to resume its rights and obligations as Master  
Servicer hereunder. The Master Servicer agrees that it will reimburse the  
Trustee for actual, necessary and reasonable costs incurred by the Trustee  
because of action taken pursuant to clause (vi) of this Section 7.01(a). The  
Master Servicer agrees that if an Event of Default as described in clause (vi)  
of this Section 7.01(a) shall occur more than two times in any twelve month  
period, the Trustee shall be under no obligation to permit the Master Servicer  
to resume its rights and obligations as Master Servicer hereunder.  
  
(b) In case one or more of the following Events of Default by the Company  
 shall occur and be continuing, that is to say:  
  
(i) Failure on the part of the Company duly to observe or perform in any  
 material respect any of the covenants or agreements on the part of the  
 Company contained in the Certificates or in this Agreement which  
 continues unremedied for a period of 60 days after the date on which  
 written notice of such failure, requiring the same to be remedied,  
 shall have been given to the Company by the Trustee, or to the Company  
 and the Trustee by the Holders of Certificates evidencing Percentage  
 Interests aggregating not less than 25% of REMIC II; or  
  
(ii) A decree or order of a court or agency or supervisory authority having  
 jurisdiction in the premises for the appointment of a trustee in  
 bankruptcy, conservator or receiver or liquidator in any bankruptcy,  
 insolvency, readjustment of debt, marshalling of assets and liabilities  
 or similar proceedings, or for the winding-up or liquidation of its  
 affairs, shall have been entered against the Company and such decree or  
 order shall have remained in force undischarged or unstayed for a  
 period of 60 days; or  
  
(iii) The Company shall consent to the appointment of a trustee in  
 bankruptcy, conservator or receiver or liquidator in any bankruptcy,  
 insolvency, readjustment of debt, marshalling of assets and liabilities  
  
  
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 or similar proceedings of or relating to the Company or of or relating  
 to all or substantially all of its property; or  
  
(iv) The Company shall admit in writing its inability to pay its debts  
 generally as they become due, file a petition to take advantage of any  
 applicable bankruptcy, insolvency or reorganization statute, make an  
 assignment for the benefit of creditors, or voluntarily suspend payment  
 of its obligations;  
  
then, and in each and every such case, so long as such Event of Default shall  
not have been remedied, the Holders of Certificates evidencing Percentage  
Interests aggregating not less than 25% of REMIC II, by notice in writing to the  
Company and the Trustee, may direct the Trustee in accordance with Section 10.03  
to institute an action, suit or proceeding in its own name as Trustee hereunder  
to enforce the Company's obligations hereunder.  
  
(c) In any circumstances in which this Agreement states that Certificateholders  
owning Certificates evidencing a certain percentage Percentage Interest in REMIC  
II may take certain action, such action shall be taken by the Trustee, but only  
if the requisite percentage of Certificateholders required under this Agreement  
for taking like action or giving like instruction to the Trustee under this  
Agreement shall have so directed the Trustee in writing.  
  
SECTION 7.02. Trustee to Act; Appointment of Successor.  
  
(a) On and after the date on which the Master Servicer receives a notice of  
termination pursuant to Section 7.01 or the Master Servicer resigns pursuant to  
Section 6.04, the Trustee shall be the successor in all respects to the Master  
Servicer under this Agreement and under the Selling and Servicing Contracts with  
respect to the Mortgage Loans in the Mortgage Pool and with respect to the  
transactions set forth or provided for herein and shall have all the rights and  
powers and be subject to all the responsibilities, duties and liabilities  
relating thereto arising on or after such date of termination or resignation  
placed on the Master Servicer by the terms and provisions hereof and thereof,  
and shall have the same limitations on liability herein granted to the Master  
Servicer; provided, that the Trustee shall not under any circumstances be  
responsible for any representations and warranties or any Purchase Obligation of  
the Company or any liability incurred by the Master Servicer prior to such date  
of termination or resignation and the Trustee shall not be obligated to make a  
Monthly P&I Advance if it is prohibited by law from so doing. As compensation  
therefor, the Trustee shall be entitled to all funds relating to the Mortgage  
Loans which the Master Servicer would have been entitled to retain or to  
withdraw from the Certificate Account if the Master Servicer had continued to  
act hereunder, except for those amounts due to the Master Servicer as  
reimbursement for advances previously made or amounts previously expended and  
are otherwise reimbursable hereunder. Notwithstanding the above, the Trustee  
may, if it shall be unwilling to so act, or shall if it is unable to so act,  
appoint, or petition a court of competent jurisdiction to appoint, any  
  
  
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established housing and home finance institution having a net worth of not less  
than $10,000,000 as the successor to the Master Servicer hereunder in the  
assumption of all or any part of the responsibilities, duties or liabilities of  
the Master Servicer hereunder. Pending any such appointment, the Trustee is  
obligated to act in such capacity. In connection with such appointment and  
assumption, the Trustee may make such arrangements for the compensation of such  
successor out of payments on Mortgage Loans as it and such successor shall  
agree; provided, however, that no such compensation shall, together with the  
compensation to the Trustee, be in excess of that permitted the Master Servicer  
hereunder. The Trustee and such successor shall take such actions, consistent  
with this Agreement, as shall be necessary to effectuate any such succession.  
  
(b) In connection with any termination or resignation of the Master Servicer  
hereunder, in the event that any of the Mortgage Loans are MERS Loans, either  
(i) the successor Master Servicer (including the Trustee if the Trustee is  
acting as successor Master Servicer) shall represent and warrant that it is a  
member of MERS in good standing and shall agree to comply in all material  
respects with the rules and procedures of MERS in connection with the servicing  
of the MERS Loans, in which case the predecessor Master Servicer shall cooperate  
with the successor Master Servicer in registering the transfer of servicing of  
the MERS Loans to the successor Master Servicer on the MERS(R) System in  
accordance with MERS' rules and procedures, or (ii) if the successor Master  
Servicer is not a member of MERS, the predecessor Master Servicer shall  
cooperate with the successor Master Servicer in (A) de-registering the MERS  
Loans from the MERS(R) System and (B) causing MERS to execute and deliver an  
assignment from MERS to the Trust of the Mortgage securing each MERS Loan in  
recordable form and in the form otherwise provided under clause (X)(iii) of the  
definition of "Mortgage File" herein and to execute and deliver such other  
notices, documents and other instruments as may be necessary or desirable to  
effect such de-registration and assignment. The predecessor Master Servicer  
shall bear any and all fees of MERS and all fees and costs of preparing and  
recording any assignments of Mortgages as required under this Section 7.02(b).  
  
SECTION 7.03. Notification to Certificateholders. Upon any such termination or  
appointment of a successor to the Master Servicer, the Trustee shall give prompt  
written notice thereof to the Certificateholders at their respective addresses  
appearing in the Certificate Register.  
  
 ARTICLE VIII  
  
 Concerning the Trustees  
  
SECTION 8.01. Duties of Trustees.  
  
 (a) The Trustee, prior to the occurrence of an Event of Default and after  
the curing of all Events of Default which may have occurred, undertakes to  
perform such duties and only such duties as are specifically set forth in this  
Agreement. In case an Event of Default has occurred (which has not been cured or  
waived) the Trustee shall exercise such of the rights and powers vested in it by  
this Agreement, and use the same degree of care and skill in its exercise as a  
prudent person would exercise or use under the circumstances in the conduct of  
such person's own affairs.  
  
 (b) The Trustee, upon receipt of all resolutions, certificates, statements,  
opinions, reports, documents, orders or other instruments furnished to it which  
are specifically required to be furnished to it pursuant to any provision of  
this Agreement, shall examine them to determine whether they are in the form  
required by this Agreement; provided, however, that the Trustee shall not be  
responsible for the accuracy or content of any such certificate, statement,  
opinion, report, or other order or instrument furnished by the Company or Master  
Servicer to the Trustee pursuant to this Agreement.  
  
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 (c) No provision of this Agreement shall be construed to relieve the  
Trustee or the Delaware Trustee from liability for its own negligent action, its  
own negligent failure to act or its own willful misconduct; provided, however,  
that:  
  
 (i) Prior to the occurrence of an Event of Default and after the curing of  
all such Events of Default which may have occurred, the duties and obligations  
of the Trustee shall be determined solely by the express provisions of this  
Agreement,  
  
 (ii) Neither the Trustee nor the Delaware Trustee shall be liable except  
for the performance of such duties and obligations as are specifically set forth  
in this Agreement, no implied covenants or obligations shall be read into this  
Agreement against the Trustee or the Delaware Trustee, and, in the absence of  
bad faith on the part of the Trustee or the Delaware Trustee, such trustee may  
conclusively rely, as to the truth of the statements and the correctness of the  
opinions expressed therein, upon any certificates or opinions furnished to such  
trustee and conforming to the requirements of this Agreement; and  
  
 (iii) Neither the Trustee nor the Delaware Trustee shall be personally  
liable with respect to any action taken or omitted to be taken by it in good  
faith in accordance with the direction of the Certificateholders holding  
Certificates which evidence Percentage Interests aggregating not less than 25%  
of REMIC II relating to the time, method and place of conducting any proceeding  
for any remedy available to such trustee, or relating to the exercise of any  
trust or power conferred upon such trustee under this Agreement.  
  
 (d) Within ten Business Days after the occurrence of any Event of Default  
known to the Trustee, the Trustee shall transmit by mail to the Rating Agencies  
notice of each Event of Default. Within 90 days after the occurrence of any  
Event of Default known to the Trustee, the Trustee shall transmit by mail to all  
Certificateholders (with a copy to the Rating Agencies) notice of each Event of  
Default, unless such Event of Default shall have been cured or waived; provided,  
however, the Trustee shall be protected in withholding such notice if and so  
long as a Responsible Officer of the Trustee in good faith determines that the  
withholding of such notice is in the best interests of the Certificateholders;  
and provided, further, that in the case of any Event of Default of the character  
specified in Section 7.01(i) and Section 7.01(ii) no such notice to  
Certificateholders or to the Rating Agencies shall be given until at least 30  
days after the occurrence thereof.  
  
SECTION 8.02. Certain Matters Affecting the Trustees. Except as otherwise  
provided in Section 8.01:  
  
 (i) Each of the Trustee and the Delaware Trustee may request and rely upon  
and shall be protected in acting or refraining from acting upon any resolution,  
Officer's Certificate, certificate of auditors or any other certificate,  
statement, instrument, opinion, report, notice, request, consent, order,  
approval, bond or other paper or document believed by it to be genuine and to  
have been signed or presented by the proper party or parties;  
  
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 (ii) Each of the Trustee and the Delaware Trustee may consult with counsel  
and any Opinion of Counsel shall be full and complete authorization and  
protection in respect of any action taken or suffered or omitted by it hereunder  
in good faith and in accordance with such Opinion of Counsel;  
  
 (iii) Neither the Trustee nor the Delaware Trustee shall be personally  
liable for any action taken or omitted by it in good faith and reasonably  
believed by it to be authorized or within the discretion or rights or powers  
conferred upon it by this Agreement;  
  
 (iv) Prior to the occurrence of an Event of Default hereunder and after the  
curing of all Events of Default which may have occurred, neither the Trustee nor  
the Delaware Trustee shall be bound to make any investigation into the facts or  
matters stated in any resolution, certificate, statement, instrument, opinion,  
report, notice, request, consent, order, approval, bond or other paper or  
document, unless requested in writing to do so by the Holders of Certificates  
evidencing Percentage Interests aggregating not less than 25% of REMIC II;  
provided, however, that if the payment within a reasonable time to the Trustee  
or the Delaware Trustee of the costs, expenses or liabilities likely to be  
incurred by it in the making of such investigation is, in the opinion of such  
trustee, not reasonably assured to such trustee by the security, if any,  
afforded to it by the terms of this Agreement, such trustee may require  
reasonable indemnity against such expense or liability as a condition to  
proceeding;  
  
 (v) Each of the Trustee and the Delaware Trustee may execute the trust or  
any of the powers hereunder or perform any duties hereunder either directly or  
by or through agents or attorneys selected by it with reasonable care (as in the  
case of the Initial Custodian) or designated by the Company;  
  
 (vi) Neither the Trustee nor the Delaware Trustee shall be deemed to have  
knowledge or notice of any matter, including without limitation an Event of  
Default, unless actually known by a Responsible Officer, or unless written  
notice thereof referencing this Agreement or the Certificates is received at the  
Notice Address of such trustee;  
  
 (vii) In no event shall the Trustee or the Delaware Trustee be held liable  
for acts or omissions of the Master Servicer or the other trustee (excepting the  
Trustee's own actions as Master Servicer). No provision of this Agreement shall  
require the Trustee or the Delaware Trustee to expend or risk its own funds or  
otherwise incur any financial liability in the performance of any of its duties  
hereunder (except for the giving of required notices), or in the exercise of any  
of its rights or powers, if it shall have reasonable grounds for believing the  
repayment of such funds or adequate indemnity against such risk or liability is  
not reasonably assured to it;  
  
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 (viii) When the Trustee is acting as Master Servicer pursuant to Section  
7.02, and to the extent permitted under applicable law, the Trustee is hereby  
authorized, in making or disposing of any investment permitted hereunder, to  
deal with itself (in its individual capacity) or with any one or more of its  
affiliates, whether it or its affiliate is acting as an agent of the Trustee or  
of any third person or dealing as principal for its own account; and  
  
 (ix) Except as expressly provided in this Agreement, in no event shall the  
Trustee be under any duty or obligation to monitor, determine, investigate or  
compel compliance by the Trust with the requirements of the Statutory Trust  
Statute.  
  
SECTION 8.03. Trustees Not Liable for Certificates or Mortgage Loans. The  
recitals contained herein (other than those relating to the due organization,  
power and authority of the Trustee and the Delaware Trustee) and in the  
Certificates (other than the execution of, and certificate of authentication on,  
the Certificates) shall be taken as the statements of the Company or the Trust,  
as applicable, and neither the Trustee nor the Delaware Trustee assumes any  
responsibility for their correctness. Neither the Trustee nor the Delaware  
Trustee makes any representations as to the validity or sufficiency of this  
Agreement or of the Certificates or any Mortgage Loan. Neither the Trustee nor  
the Delaware Trustee shall be accountable for the use or application by the  
Company or the Trust, as applicable, of any of the Certificates or of the  
proceeds of such Certificates, or for the use or application of any funds paid  
to the Master Servicer, the Servicers or the Company in respect of the Mortgage  
Loans or deposited into the Custodial Accounts for P&I, any Buydown Fund  
Account, or the Custodial Accounts for P&I by any Servicer or into the  
Investment Account, or the Certificate Account by the Master Servicer or the  
Company.  
  
SECTION 8.04. Trustees May Own Certificates. The Trustee, the Delaware Trustee  
or any agent or affiliate of such trustee, in its individual or any other  
capacity, may become the owner or pledgee of Certificates with the same rights  
it would have if it were not trustee.  
  
SECTION 8.05. The Master Servicer to Pay Trustees' Fees and Expenses. Subject to  
separate written agreements with the Trustee and the Delaware Trustee, the  
Master Servicer covenants and agrees to, and the Master Servicer shall, pay each  
of the Trustee and the Delaware Trustee from time to time, and such trustee  
shall be entitled to payment, for all services rendered by it in the execution  
of the trust hereby created and in the exercise and performance of any of the  
powers and duties hereunder of such trustee. Except as otherwise expressly  
provided herein, the Master Servicer shall pay or reimburse each of the Trustee  
and the Delaware Trustee upon such trustee's request for all reasonable expenses  
and disbursements incurred or made by such trustee in accordance with any of the  
provisions of this Agreement and indemnify such trustee from any loss, liability  
or expense incurred by it hereunder (including the reasonable compensation and  
the expenses and disbursements of its counsel and of all persons not regularly  
in its employ and any expenses which arise out of or are imposed upon the  
Trustee or the Delaware Trustee in connection with the creation, operation or  
termination of the Trust) except any such expense or disbursement as may arise  
from its own negligence or bad faith. Such obligation shall survive the  
termination of this Agreement or resignation or removal of the Trustee or the  
Delaware Trustee. The Tax Matters Person shall, at its expense, prepare or cause  
to be prepared all federal and state income tax and franchise tax and  
  
  
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information returns relating to REMIC I, REMIC II or REMIC II required to be  
prepared or filed by the Trustee or the Delaware Trustee and shall indemnify the  
Trustee and the Delaware Trustee for any liability of such trustees arising from  
any error in such returns.  
  
SECTION 8.06. Eligibility Requirements for Trustees. The Trustee hereunder shall  
at all times be (i) an institution insured by the FDIC, (ii) a Corporation  
organized and doing business under the laws of the United States of America or  
of any state, authorized under such laws to exercise corporate trust powers,  
having a combined capital and surplus of not less than $50,000,000 and subject  
to supervision or examination by federal or state authority and (iii) acceptable  
to the Rating Agencies. If such Corporation publishes reports of condition at  
least annually, pursuant to law or to the requirements of any aforementioned  
supervising or examining authority, then for the purposes of this Section 8.06,  
the combined capital and surplus of such Corporation shall be deemed to be its  
combined capital and surplus as set forth in its most recent report of condition  
so published. The Delaware Trustee hereunder shall at all times have its  
principal place of business in the State of Delaware and shall satisfy the  
applicable requirements under the laws of the State of Delaware authorizing it  
to act as the Delaware trustee of the Trust. In case at any time the Trustee or  
the Delaware Trustee shall cease to be eligible in accordance with the  
provisions of this Section 8.06, such trustee shall resign immediately in the  
manner and with the effect specified in Section 8.07.  
  
SECTION 8.07. Resignation and Removal of Trustees. Each of the Trustee and the  
Delaware Trustee may at any time resign and be discharged from the trust hereby  
created by giving written notice thereof to the Master Servicer. Upon receiving  
such notice of resignation, the Master Servicer shall promptly appoint a  
successor trustee by written instrument, in duplicate, one copy of which  
instrument shall be delivered to the resigning trustee and one copy to the  
successor trustee. If no successor trustee shall have been so appointed and  
shall have accepted appointment within 30 days after the giving of such notice  
of resignation, the resigning trustee may petition any court of competent  
jurisdiction for the appointment of a successor trustee.  
  
If at any time the Trustee or the Delaware Trustee shall cease to be eligible in  
accordance with the provisions of Section 8.06 and shall fail to resign after  
written request therefor by the Master Servicer, or if at any time the Trustee  
or the Delaware Trustee shall become incapable of acting, or shall be adjudged  
bankrupt or insolvent, or a receiver of such trustee or of its property shall be  
appointed, or any public officer shall take charge or control of such trustee or  
of its property or affairs for the purpose of rehabilitation, conservation or  
liquidation, then the Master Servicer may remove such trustee and appoint a  
successor trustee by written instrument, in duplicate, copies of which  
instrument shall be delivered to the trustee so removed, the trustee continuing  
in its capacity and the successor trustee.  
  
The Holders of Certificates evidencing Percentage Interests aggregating more  
than 50% of REMIC II may at any time remove the Trustee or the Delaware Trustee  
and appoint a successor trustee by written instrument or instruments, in  
triplicate, signed by such Holders or their attorneys in-fact duly authorized,  
one complete set of which instruments shall be delivered to the Master Servicer,  
one complete set to the Trustee so removed and one complete set to the successor  
so appointed.  
  
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Any resignation or removal of the Trustee or the Delaware Trustee and  
appointment of a successor trustee pursuant to any of the provisions of this  
Section 8.07 shall become effective upon acceptance of appointment by the  
successor trustee as provided in Section 8.08. Any expenses associated with the  
resignation of the Trustee or the Delaware Trustee shall be borne by such  
trustee, and any expenses associated with the removal of the Trustee or the  
Delaware Trustee shall be borne by the Master Servicer.  
  
SECTION 8.08. Successor Trustee. Any successor trustee appointed as provided in  
Section 8.07 shall execute, acknowledge and deliver to the Master Servicer and  
to its predecessor trustee an instrument accepting such appointment hereunder,  
and thereupon the resignation or removal of the predecessor trustee shall become  
effective and such successor trustee, without any further act, deed or  
conveyance, shall become fully vested with all the rights, powers, duties and  
obligations of its predecessor hereunder, with like effect as if originally  
named as Trustee or Delaware Trustee herein. The predecessor shall deliver to  
the successor trustee all Mortgage Files, related documents, statements and all  
other property held by it hereunder, and the Master Servicer and the predecessor  
trustee shall execute and deliver such instruments and do such other things as  
may reasonably be required for more fully and certainly vesting and confirming  
in the successor trustee all such rights, powers, duties and obligations.  
  
No successor trustee shall accept appointment as provided in this Section 8.08  
unless at the time of such appointment such successor trustee shall be eligible  
under the provisions of Section 8.06.  
  
Upon acceptance of appointment by a successor trustee as provided in this  
Section 8.08, the Master Servicer shall mail notice of the succession of such  
trustee hereunder to (i) all Certificateholders at their addresses as shown in  
the Certificate Register and (ii) the Rating Agencies. If the Master Servicer  
fails to mail such notice within ten days after acceptance of appointment by the  
successor trustee, the successor trustee shall cause such notice to be mailed.  
  
SECTION 8.09. Merger or Consolidation of Trustee. Any Corporation into which the  
Trustee or the Delaware Trustee may be merged or converted or with which it may  
be consolidated, or any Corporation resulting from any merger, conversion or  
consolidation to which the Trustee or the Delaware Trustee shall be a party, or  
any Corporation succeeding to the corporate trust business of such trustee,  
shall be the successor of such trustee hereunder, provided such resulting or  
successor Corporation shall be eligible under the provisions of Section 8.06,  
without the execution or filing of any paper or any further act on the part of  
any of the parties hereto, anything herein to the contrary notwithstanding.  
  
  
SECTION 8.10. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any  
other provisions hereof, at any time, for the purpose of meeting any legal  
requirements of any jurisdiction in which any part of the assets of the Trust  
may at the time be located, the Master Servicer and the Trustee or the Delaware  
Trustee, as applicable, acting jointly shall have the power and shall execute  
and deliver all instruments to appoint one or more Persons approved by such  
trustee to act as co-trustee or co-trustees, jointly with such trustee, or  
separate trustee or separate trustees, of all or any part of the assets of the  
Trust and to vest in such Person or Persons, in such capacity, such title to the  
  
  
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assets of the Trust, or any part thereof, and, subject to the other provisions  
of this Section 8.10, such powers, duties, obligations, rights and trusts as the  
Master Servicer and the Trustee or the Delaware Trustee, as applicable, may  
consider necessary or desirable; provided, that the Trustee or the Delaware  
Trustee, as applicable, shall remain liable for all of its obligations and  
duties under this Agreement. If the Master Servicer shall not have joined in  
such appointment within 15 days after the receipt by it of a request so to do,  
or in case an Event of Default shall have occurred and be continuing, the  
Trustee or the Delaware Trustee, as applicable, alone shall have the power to  
make such appointment; provided, that such trustee shall remain liable for all  
of its obligations and duties under this Agreement. No co-trustee or separate  
trustee hereunder shall be required to meet the terms of eligibility as a  
successor trustee under Section 8.06 hereunder and no notice to  
Certificateholders of the appointment of co-trustee(s) or separate trustee(s)  
shall be required under Section 8.08 hereof.  
  
In the case of any appointment of a co-trustee or separate trustee pursuant to  
this Section 8.10, all rights, powers, duties and obligations conferred or  
imposed upon the Trustee or the Delaware Trustee, as applicable, shall be  
conferred or imposed upon and exercised or performed by the Trustee or the  
Delaware Trustee, as applicable, and such separate trustee or co-trustee jointly  
and severally, except to the extent that under any law of any jurisdiction in  
which any particular act or acts are to be performed by the Trustee or the  
Delaware Trustee, as applicable (whether as Trustee or Delaware Trustee  
hereunder or as successor to the Master Servicer hereunder), such trustee shall  
be incompetent or unqualified to perform such act or acts, in which event such  
rights, powers, duties and obligations (including the holding of title to the  
assets of the Trust or any portion thereof in any such jurisdiction) shall be  
exercised and performed by such separate trustee or co-trustee at the direction  
of the Trustee or the Delaware Trustee, as applicable.  
  
Any notice, request or other writing given to the Trustee or the Delaware  
Trustee shall be deemed to have been given to each of the then related separate  
trustee(s) and co-trustee(s), as effectively as if given to each of them. Every  
instrument appointing any separate trustee(s) or co-trustee(s) shall refer to  
this Agreement and the conditions of this Article VIII. Each separate trustee  
and co-trustee, upon its acceptance of the trusts conferred, shall be vested  
with the estates or property specified in its instrument of appointment, either  
jointly with the Trustee or the Delaware Trustee, as applicable, or separately,  
as may be provided therein, subject to all the provisions of this Agreement,  
specifically including every provision of this Agreement relating to the conduct  
of, affecting the liability of, or affording protection to, the Trustee or the  
Delaware Trustee, as applicable. Every such instrument shall be filed with the  
Trustee or the Delaware Trustee, as applicable.  
  
Any separate trustee or co-trustee may, at any time, constitute the Trustee or  
the Delaware Trustee, as applicable, its agent or attorney-in-fact, with full  
power and authority, to the extent not prohibited by law, to do any lawful act  
under or in respect of this Agreement on its behalf and in its name. If any  
separate trustee or co-trustee shall die, become incapable of acting, resign or  
be removed, all of its estates, properties, rights, remedies and the trust shall  
vest in and be exercised by the Trustee or the Delaware Trustee, as applicable,  
to the extent permitted by law, without the appointment of a new or successor  
trustee.  
  
SECTION 8.11. Authenticating Agents. The Trustee may appoint one or more  
Authenticating Agents which shall be authorized to act on behalf of the Trustee  
in authenticating Certificates. Wherever reference is made in this Agreement to  
the authentication of Certificates by the Trustee or the Trustee's certificate  
of authentication, such reference shall be deemed to include authentication on  
behalf of the Trustee by an Authenticating Agent and a certificate of  
  
  
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authentication executed on behalf of the Trustee by an Authenticating Agent.  
Each Authenticating Agent must be acceptable to the Master Servicer and must be  
a corporation, trust company or banking association organized and doing business  
under the laws of the United States of America or of any state, having an office  
and place of business in New York, New York, having a combined capital and  
surplus of at least $15,000,000, authorized under such laws to do a trust  
business and subject to supervision or examination by federal or state  
authorities.  
  
Any corporation into which any Authenticating Agent may be merged or converted  
or with which it may be consolidated, or any corporation resulting from any  
merger, conversion or consolidation to which any Authenticating Agent shall be a  
party, or any corporation succeeding to the corporate agency business of any  
Authenticating Agent, shall continue to be the Authenticating Agent so long as  
it shall be eligible in accordance with the provisions of the first paragraph of  
this Section 8.11 without the execution or filing of any paper or any further  
act on the part of the Trustee or the Authenticating Agent.  
  
Any Authenticating Agent may at any time resign by giving written notice of  
resignation to the Trustee and the Master Servicer. The Trustee may, upon prior  
written approval of the Master Servicer, at any time terminate the agency of any  
Authenticating Agent by giving written notice of termination to such  
Authenticating Agent and to the Master Servicer. Upon receiving a notice of  
resignation or upon such a termination, or in case at any time any  
Authenticating Agent shall cease to be eligible in accordance with the  
provisions of the first paragraph of this Section 8.11, the Trustee may appoint,  
upon prior written approval of the Master Servicer, a successor Authenticating  
Agent, shall give written notice of such appointment to the Master Servicer and  
shall mail notice of such appointment to all Certificateholders. Any successor  
Authenticating Agent upon acceptance of its appointment hereunder shall become  
vested with all the rights, powers, duties and responsibilities of its  
predecessor hereunder, with like effect as if originally named as Authenticating  
Agent. Any reasonable compensation paid to an Authenticating Agent shall be a  
reimbursable expense pursuant to Section 8.05 if paid by the Trustee.  
  
SECTION 8.12. Paying Agents. The Trustee may appoint one or more Paying Agents  
which shall be authorized to act on behalf of the Trustee in making withdrawals  
from the Certificate Account, and distributions to Certificateholders as  
provided in Section 4.01, Section 4.04(a) and Section 9.01(b) to the extent  
directed to do so by the Master Servicer. Wherever reference is made in this  
Agreement to the withdrawal from the Certificate Account by the Trustee, such  
reference shall be deemed to include such a withdrawal on behalf of the Trustee  
by a Paying Agent. Whenever reference is made in this Agreement to a  
distribution by the Trustee or the furnishing of a statement to  
Certificateholders by the Trustee, such reference shall be deemed to include  
such a distribution or furnishing on behalf of the Trustee by a Paying Agent.  
Each Paying Agent shall provide to the Trustee such information concerning the  
Certificate Account as the Trustee shall request from time to time. Each Paying  
Agent must be reasonably acceptable to the Master Servicer and must be a  
corporation, trust company or banking association organized and doing business  
under the laws of the United States of America or of any state, having an office  
and place of business in New York, New York, having a combined capital and  
surplus of at least $15,000,000, authorized under such laws to do a trust  
business and subject to supervision or examination by federal or state  
authorities.  
  
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Any corporation into which any Paying Agent may be merged or converted or with  
which it may be consolidated, or any corporation resulting from any merger,  
conversion or consolidation to which any Paying Agent shall be a party, or any  
corporation succeeding to the corporate agency business of any Paying Agent,  
shall continue to be the Paying Agent provided that such corporation after the  
consummation of such merger, conversion, consolidation or succession meets the  
eligibility requirements of this Section 8.12.  
  
Any Paying Agent may at any time resign by giving written notice of resignation  
to the Trustee and to the Master Servicer; provided, that the Paying Agent has  
returned to the Certificate Account or otherwise accounted, to the reasonable  
satisfaction of the Master Servicer, for all amounts it has withdrawn from the  
Certificate Account. The Trustee may, upon prior written approval of the Master  
Servicer, at any time terminate the agency of any Paying Agent by giving written  
notice of termination to such Paying Agent and to the Master Servicer. Upon  
receiving a notice of resignation or upon such a termination, or in case at any  
time any Paying Agent shall cease to be eligible in accordance with the  
provisions of the first paragraph of this Section 8.12, the Trustee may appoint,  
upon prior written approval of the Master Servicer, a successor Paying Agent,  
shall give written notice of such appointment to the Master Servicer and shall  
mail notice of such appointment to all Certificateholders. Any successor Paying  
Agent upon acceptance of its appointment hereunder shall become vested with all  
the rights, powers, duties and responsibilities of its predecessor hereunder,  
with like effect as if originally named as Paying Agent. Any reasonable  
compensation paid to any Paying Agent shall be a reimbursable expense pursuant  
to Section 8.05 if paid by the Trustee.  
  
SECTION 8.13. Duties of Delaware Trustee.  
  
(a) The Delaware Trustee is appointed to serve as the trustee of the Trust in  
the State of Delaware for the sole purpose of satisfying the requirement of  
Section 3807(a) of the Statutory Trust Statute that the Trust have at least one  
trustee with a principal place of business in Delaware. It is understood and  
agreed by the parties hereto that the Delaware Trustee shall have none of the  
duties or liabilities of the Trustee.  
  
(b) The duties of the Delaware Trustee shall be limited to (i) accepting legal  
process served on the Trust in the State of Delaware, (ii) the execution of any  
certificates with respect to the Trust required to be filed with the Secretary  
of State which the Delaware Trustee is required to execute under Section 3811 of  
the Statutory Trust Statute and (iii) such other duties as are set forth in this  
Article VIII. To the extent that, at law or in equity, the Delaware Trustee has  
duties (including fiduciary duties) and liabilities relating thereto to the  
Trust or the Holders of the REMIC I Regular Interests or the Certificates, it is  
hereby understood and agreed by the parties hereto that such duties and  
liabilities are replaced by the duties and liabilities of the Delaware Trustee  
expressly set forth in this Agreement.  
  
SECTION 8.14. Amendment to Certificate of Trust. If at any time required by  
Section 3810 of the Statutory Trust Statute, the Trustee, the Delaware Trustee  
and any other trustee of the Trust shall cause an amendment to the Certificate  
of Trust to be filed with the Secretary of State in accordance with the  
provisions of such Section 3810.  
  
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SECTION 8.15. Limitation of Liability. It is expressly understood and agreed by  
the parties hereto that (a) each of the representations, undertakings and  
agreements herein made on the part of the Trust is made and intended not as  
personal representations, undertakings and agreements by the Trustee but is made  
and intended for the purpose of binding only the Trust and (b) under no  
circumstances shall the Trustee be personally liable for the payment of any  
indebtedness or expenses of the Trust or be liable for the breach or failure of  
any obligation, representation, warranty or covenant made or undertaken by the  
Trust under this Agreement.  
  
 ARTICLE IX  
  
 Termination  
  
SECTION 9.01. Termination Upon Purchase by the Master Servicer or Liquidation of  
All Mortgage Loans.  
  
(a) Except as otherwise set forth in this Article IX, including, without  
limitation, the obligation of the Master Servicer to make payments to  
Certificateholders as hereafter set forth, the Trust and the respective  
obligations and responsibilities of the Company, the Master Servicer, the  
Trustee and the Delaware Trustee created hereby shall terminate in accordance  
with Section 3808 of the Statutory Trust Statute upon (i) the purchase by the  
Master Servicer pursuant to the following paragraph of this Section 9.01(a) of  
all Mortgage Loans (other than Liquidated Mortgage Loans), all property acquired  
in respect of any Mortgage Loan remaining in the Trust and all other property  
included in any REMIC formed under this Agreement at a price equal, after the  
deduction of related advances, to the sum of (x) the excess of (A) 100% of the  
aggregate outstanding Principal Balance of such Mortgage Loans (other than  
Liquidated Mortgage Loans) plus accrued interest at the applicable Pass-Through  
Rate with respect to such Mortgage Loan (other than a Liquidated Mortgage Loan)  
through the last day of the month of such purchase, over (B) with respect to any  
Mortgage Loan which is not a Liquidated Mortgage Loan, the amount of the  
Bankruptcy Loss incurred with respect to such Mortgage Loan as of the date of  
such purchase by the Master Servicer to the extent that the Principal Balance of  
such Mortgage Loan has not been previously reduced by such Bankruptcy Loss, and  
(y) the appraised fair market value as of the effective date of the termination  
of the Trust of (A) all property in the Trust which secured a Mortgage Loan and  
which was acquired by foreclosure or deed in lieu of foreclosure after the  
Cut-Off Date, including related Insurance Proceeds, and (B) all other property  
included in any REMIC formed under this Agreement, any such appraisal to be  
conducted by an appraiser mutually agreed upon by the Master Servicer and the  
Trustee, or (ii) the later of the final payment or other liquidation (or any  
advance with respect thereto) of the last Mortgage Loan remaining in the Trust  
or the disposition of all property acquired upon foreclosure in respect of any  
Mortgage Loan, and the payment to the Certificateholders of all amounts required  
to be paid to them hereunder; provided, however, that in no event shall the  
Trust continue beyond the expiration of 21 years from the death of the survivor  
of the issue of Xxxxxx X. Xxxxxxx, the late ambassador of the United States to  
the Court of St. Xxxxx, living on the date hereof.  
  
On any Distribution Date after the first date on which the aggregate Principal  
Balance of the Mortgage Loans is less than the Clean-Up Call Percentage of the  
aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date, the  
  
  
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Master Servicer may purchase the outstanding Mortgage Loans (other than  
Liquidated Mortgage Loans), all property acquired in respect of any Mortgage  
Loan remaining in the Trust and all other property included in any REMIC formed  
under this Agreement at the price stated in clause (i) of the preceding  
paragraph; provided, that the Master Servicer may not so purchase the  
outstanding Mortgage Loans (other than Liquidated Mortgage Loans), all property  
acquired in respect of any Mortgage Loan remaining in the Trust and all other  
property included in any REMIC formed under this Agreement if the price stated  
in clause (i) of the preceding paragraph exceeds the fair market value,  
determined in accordance with prudent industry practices, of all outstanding  
Mortgage Loans (other than Liquidated Mortgage Loans), all property acquired in  
respect of any Mortgage Loan remaining in the Trust and all other property  
included in any REMIC formed under this Agreement. If such right is exercised,  
the Master Servicer shall provide to the Trustee (and to the Company, if the  
Company is no longer acting as Master Servicer) the written certification of an  
officer of the Master Servicer (which certification shall include a statement to  
the effect that all amounts required to be paid in order to purchase the  
Mortgage Loans have been deposited in the Certificate Account) and the Trustee  
on behalf of the Trust shall promptly execute all instruments as may be  
necessary to release and assign to the Master Servicer the Mortgage Files and  
any foreclosed Mortgaged Property pertaining to the Trust.  
  
In no event shall the Master Servicer be required to expend any amounts other  
than those described in the first paragraph of this Section 9.01(a) in order to  
terminate the Trust or purchase the Mortgage Loans under this Section 9.01, and  
in no event shall the Company be required to expend any amounts in connection  
with such termination or purchase.  
  
(b) Notice of any termination, specifying the date upon which the  
Certificateholders may surrender their Certificates to the Trustee for payment  
and cancellation, shall be given promptly by letter from the Trustee to  
Certificateholders mailed not less than 30 days prior to such final  
distribution, specifying (i) the date upon which final payment of the  
Certificates will be made upon presentation and surrender of Certificates at the  
office of the Certificate Registrar therein designated (the "Termination Date"),  
(ii) the amount of such final payment (the "Termination Payment") and (iii) that  
the Record Date otherwise applicable to the Distribution Date upon which the  
Termination Date occurs is not applicable, payments being made only upon  
presentation and surrender of the Certificates at the office of the Certificate  
Registrar therein specified. Upon any such notice, the Certificate Account shall  
terminate subject to the Master Servicer's obligation to hold all amounts  
payable to Certificateholders in trust without interest pending such payment.  
  
In the event that all of the Certificateholders shall not surrender their  
Certificates for cancellation within six months after the Termination Date, the  
Master Servicer shall give a second written notice to the remaining  
Certificateholders to surrender their Certificates for cancellation and receive  
the Termination Payment with respect thereto. If within one year after the  
second notice all the Certificates shall not have been surrendered for  
cancellation, the Master Servicer may take appropriate steps to contact the  
remaining Certificateholders concerning surrender of their Certificates, and the  
cost thereof shall be paid out of the funds and other assets which remain in  
trust hereunder.  
  
Upon the completion of winding up of the Trust, including the payment or the  
making reasonable provision for payment of all obligations of the Trust in  
accordance with Section 3808(e) of the Statutory Trust Statute, the Delaware  
  
  
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Trustee shall prepare, the Trustee, the Delaware Trustee and any other trustee  
hereunder shall sign, and the Delaware Trustee (upon the Trustee's consent  
acting at the direction of the Master Servicer) shall file, a certificate of  
cancellation with the Secretary of State in accordance with Section 3810 of the  
Statutory Trust Statute, at which time the Trust and this Agreement shall  
terminate. The Master Servicer shall act as the liquidator of the Trust and  
shall be responsible for taking all actions in connection with winding up the  
Trust, in accordance with the requirements of this Agreement (including this  
Section 9.01 and Section 9.02) and applicable law.  
  
SECTION 9.02. Additional Termination Requirements.  
  
(a) In the event the Master Servicer exercises its purchase option as  
 provided in Section 9.01, REMIC I and REMIC II shall be terminated in  
 accordance with the following additional requirements, unless the  
 Master Servicer, at its own expense, obtains for the Trustee an Opinion  
 of Counsel to the effect that the failure of REMIC I and REMIC II to  
 comply with the requirements of this Section 9.02 will not (i) result  
 in the imposition of taxes on "prohibited transactions" of REMIC I and  
 REMIC II as described in Section 860F of the Code, or (ii) cause REMIC  
 I or REMIC II to fail to qualify as a REMIC at any time that any  
 Certificates are outstanding:  
  
(i) Within 90 days prior to the final Distribution Date set forth in the  
 notice given by the Trustee under Section 9.01, the Tax Matters Person  
 shall prepare the documentation required and the Tax Matters Person and  
 the Trustee shall adopt a plan of complete liquidation on behalf of  
 REMIC I and REMIC II meeting the requirements of a qualified  
 liquidation under Section 860F of the Code and any regulations  
 thereunder, as evidenced by an Opinion of Counsel obtained at the  
 expense of the Master Servicer, on behalf of REMIC I and REMIC II; and  
  
(ii) At or after the time of adoption of such a plan of complete liquidation  
 and at or prior to the final Distribution Date, the Master Servicer as  
 agent of the Trust shall sell all of the assets of REMIC I and REMIC II  
 to the Master Servicer for cash in the amount specified in Section  
 9.01.  
  
(b) By its acceptance of any Residual Certificate, the Holder thereof  
 hereby agrees to authorize the Tax Matters Person and the Trustee to  
 adopt such a plan of complete liquidation upon the written request of  
 the Tax Matters Person and the Trustee and to take such other action in  
 connection therewith as may be reasonably requested by the Tax Matters  
 Person or the Trustee.  
  
SECTION 9.03. Trust Irrevocable. Except as expressly provided herein, the trust  
created hereby is irrevocable.  
  
 ARTICLE X  
  
 Miscellaneous Provisions  
  
SECTION 10.01. Amendment.  
  
  
  
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(a) This Agreement may be amended from time to time by the Master Servicer,  
 the Company and the Trustee, without the consent of any of the  
 Certificateholders:  
  
(i) to cure any ambiguity;  
  
(ii) to correct or supplement any provision herein which may be defective or  
 inconsistent with any other provisions herein;  
  
(iii) to comply with any requirements imposed by the Code or any regulations  
 thereunder;  
  
(iv) to correct the description of any property at any time included in  
 REMIC I or REMIC II, or to assure the conveyance to the Trust of any  
 property included in REMIC I or REMIC II;  
  
(v) pursuant to Section 5.01(c)(v); and  
  
(vi) to add any provision to, or amend any provision in, this Agreement,  
 provided that such amendment or addition does not adversely affect in  
 any material respect the interests of any Certificateholder;  
  
provided, however, that any such amendment which modifies the rights or  
obligations of the Delaware Trustee hereunder shall require the consent of the  
Delaware Trustee. No such amendment (other than one entered into pursuant to  
clause (iii) of the preceding sentence) shall change the powers of the Master  
Servicer. Prior to entering into any amendment (other than one entered into  
pursuant to clause (iii) of the second preceding sentence) without the consent  
of Certificateholders pursuant to this paragraph, the Trustee shall require an  
Opinion of Counsel addressed to the Trust and the Trustee to the effect that  
such amendment is permitted under this Agreement and has no material adverse  
effect on the interests of the Certificateholders; provided, however, that no  
such Opinion of Counsel shall be required if the Company obtains a letter from  
each Rating Agency stating that the amendment would not result in the  
downgrading or withdrawal of the respective ratings then assigned to the  
Certificates. Prior to entering into any amendment pursuant to clause (iii) of  
the third preceding sentence without the consent of Certificateholders pursuant  
to this paragraph, the Trustee shall require an Opinion of Counsel to the effect  
that such action is necessary or helpful to comply with the requirements imposed  
by the Code or any regulations thereunder and shall not cause any REMIC formed  
under this Agreement to fail to qualify as such under the Code.  
  
(b) This Agreement may also be amended from time to time by the Master Servicer,  
the Company and the Trustee with the consent of the Holders of Certificates  
evidencing Percentage Interests aggregating not less than 66% of REMIC II for  
the purpose of adding any provisions to, or changing in any manner or  
eliminating any of the provisions of, this Agreement or of modifying in any  
manner the rights of the Certificateholders; provided, however, that no such  
amendment shall, without the consent of the Holder of each Certificate affected  
thereby (i) reduce in any manner the amount of, or delay the timing of,  
distributions of principal or interest required to be made hereunder or reduce  
the Certificateholder's Percentage Interest, the Certificate Interest Rate or  
the Termination Payment with respect to any of the Certificates, (ii) reduce the  
  
  
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percentage of Percentage Interests specified in this Section 10.01 which are  
required to amend this Agreement, (iii) create or permit the creation of any  
lien against any part of REMIC I or REMIC II, or (iv) modify any provision in  
any way which would permit an earlier retirement of the Certificates; provided,  
further, that any such amendment which modifies the rights or obligations of the  
Delaware Trustee hereunder shall require the consent of the Delaware Trustee.  
  
Promptly after the execution of any such amendment, the Trustee shall furnish  
written notification of the substance of such amendment to the Delaware Trustee  
and each Certificateholder. Any failure to provide such notice, or any defect  
therein, shall not, however, in any way impair or affect the validity of any  
such amendment.  
  
It shall not be necessary for the consent of Certificateholders under this  
Section 10.01 to approve the particular form of any proposed amendment, but it  
shall be sufficient if such consent shall approve the substance thereof. The  
manner of obtaining such consents and of evidencing the authorization of the  
execution thereof by Certificateholders shall be subject to such reasonable  
regulations as the Trustee may prescribe.  
  
SECTION 10.02. Recordation of Agreement. To the extent permitted by applicable  
law, this Agreement is subject to recordation in all appropriate public offices  
for real property records in all the counties or the comparable jurisdictions in  
which any Mortgaged Property is situated, and in any other appropriate public  
recording office or elsewhere, such recordation to be effected by the Company  
and at its expense on direction by the Trustee, but only upon direction  
accompanied by an Opinion of Counsel to the effect that such recordation  
materially and beneficially affects the interests of the Certificateholders.  
Without limiting the foregoing, the Trustee shall make the filings required by  
Chapter 182 of the Massachusetts General Laws.  
  
SECTION 10.03. Limitation on Rights of Certificateholders. The death or  
incapacity of any Certificateholder shall not operate to terminate this  
Agreement or the Trust, nor entitle such Certificateholder's legal  
representatives or heirs to claim an accounting or to take any action or  
proceeding in any court for a partition or winding-up of the Trust, nor  
otherwise affect the rights, obligations and liabilities of the parties hereto  
or any of them.  
  
No Certificateholder shall have any right to vote or in any manner otherwise to  
control the operation and management of the Trust or the obligations of the  
parties hereto (except as provided in Section 5.09, Section 7.01, Section 8.01,  
Section 8.02, Section 8.07, Section 10.01 and this Section 10.03), nor shall  
anything herein set forth, or contained in the terms of the Certificates, be  
construed so as to constitute the Certificateholders from time to time as  
partners or members of an association; nor shall any Certificateholder be under  
any liability to any third person by reason of any action taken by the parties  
to this Agreement pursuant to any provision hereof.  
  
No Certificateholder shall have any right by virtue or by availing of any  
provision of this Agreement to institute any suit, action or proceeding in  
equity or at law upon or under or with respect to this Agreement, unless such  
Holder previously shall have given to the Trustee a written notice of default  
and of the continuance thereof, as hereinbefore provided, and unless also the  
Holders of Certificates evidencing Percentage Interests aggregating not less  
than 25% of REMIC II shall have made written request upon the Trustee to  
institute such action, suit or proceeding in its own name as Trustee hereunder  
and shall have offered to the Trustee such reasonable indemnity as it may  
require against the costs, expenses and liabilities to be incurred therein or  
thereby, and the Trustee, for 60 days after its receipt of such notice, request  
and offer of indemnity, shall have neglected or refused to institute any such  
action, suit or proceeding. However, the Trustee is under no obligation to  
  
  
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exercise any of the extraordinary trusts or powers vested in it by this  
Agreement or to make any investigation of matters arising hereunder or to  
institute, conduct or defend any litigation hereunder or in relation hereto at  
the request, order or direction of any of the Certificateholders unless such  
Certificateholders have offered to the Trustee reasonable security or indemnity  
against the costs, expenses and liabilities which may be incurred therein or  
thereby. It is understood and intended, and expressly covenanted by each  
Certificateholder with every other Certificateholder and the Trustee, that no  
one or more Holders of Certificates shall have any right in any manner whatever  
by virtue or by availing of any provision of this Agreement to affect, disturb  
or prejudice the rights of the Holders of any other of such Certificates, or to  
obtain or seek to obtain priority over or preference to any other such Holder,  
or to enforce any right under this Agreement, except in the manner herein  
provided and for the equal, ratable and common benefit of all  
Certificateholders. For the protection and enforcement of the provisions of this  
Section 10.03, each and every Certificateholder and the Trustee shall be  
entitled to such relief as can be given either at law or in equity.  
  
SECTION 10.04. Access to List of Certificateholders. The Certificate Registrar  
shall furnish or cause to be furnished to the Trustee, within 30 days after  
receipt of a request by the Trustee in writing, a list, in such form as the  
Trustee may reasonably require, of the names and addresses of the  
Certificateholders as of the most recent Record Date for payment of  
distributions to such Certificateholders.  
  
If three or more Certificateholders (hereinafter referred to as "applicants")  
apply in writing to the Trustee, and such application states that the applicants  
desire to communicate with other Certificateholders with respect to their rights  
under this Agreement or under the Certificates and is accompanied by a copy of  
the communication which such applicants propose to transmit, then the Trustee  
shall, within five Business Days after the receipt of such list from the  
Certificate Registrar, afford such applicants access during normal business  
hours to the most recent list of Certificateholders held by the Trustee. If such  
a list is as of a date more than 90 days prior to the date of receipt of such  
applicants' request, the Trustee shall promptly request from the Certificate  
Registrar a current list as provided above, and shall afford such applicants  
access to such list promptly upon receipt.  
  
Every Certificateholder, by receiving and holding the same, agrees with the  
Master Servicer, the Trust, the Trustee and the Delaware Trustee that none of  
the Master Servicer, the Trust, the Trustee or the Delaware Trustee shall be  
held accountable by reason of the disclosure of any such information as to the  
names and addresses of the Certificateholders hereunder, regardless of the  
source from which such information was derived.  
  
SECTION 10.05. Governing Law. This Agreement shall be construed in accordance  
with the laws of the State of Delaware without giving effect to its conflict of  
laws provisions and the obligations, rights and remedies of the parties  
hereunder shall be determined in accordance with such laws without giving effect  
to conflict of laws provisions.  
  
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SECTION 10.06. Notices. All demands, notices and communications hereunder shall  
be in writing and shall be deemed to have been duly given if personally  
delivered at or mailed by registered or certified mail to the applicable Notice  
Address. Notices to the Rating Agencies shall also be deemed to have been duly  
given if mailed by first class mail, postage prepaid, to the above listed  
addresses of the Rating Agencies. Any notice required or permitted to be mailed  
to a Certificateholder shall be given by first class mail, postage prepaid, at  
the address of such Holder as shown in the Certificate Register. Any notice so  
mailed within the time prescribed in this Agreement shall be conclusively  
presumed to have been duly given, whether or not the Certificateholder receives  
such notice.  
  
SECTION 10.07. Severability of Provisions. If any one or more of the covenants,  
agreements, provisions or terms of this Agreement shall be for any reason  
whatsoever held invalid, then such covenants, agreements, provisions or terms  
shall be deemed severable from the remaining covenants, agreements, provisions  
or terms of this Agreement and shall in no way affect the validity or  
enforceability of the other provisions of this Agreement or of the Certificates  
or the rights of the Holders thereof.  
  
SECTION 10.08. Counterpart Signatures. For the purpose of facilitating the  
recordation of this Agreement as herein provided and for other purposes, this  
Agreement may be executed simultaneously in any number of counterparts, each of  
which counterparts shall be deemed to be an original, and such counterparts  
shall constitute but one and the same instrument.  
  
SECTION 10.09. Benefits of Agreement. Nothing in this Agreement or in any  
Certificate, expressed or implied, shall give to any Person, other than the  
parties hereto and their respective successors hereunder, any separate trustee  
or co-trustee appointed under Section 8.10 and the Certificateholders, any  
benefit or any legal or equitable right, remedy or claim under this Agreement.  
  
SECTION 10.10. Notices and Copies to Rating Agencies.  
  
(a) The Trustee shall notify the Rating Agencies of the occurrence of any  
 of the following events, in the manner provided in Section 10.06:  
  
(i) the occurrence of an Event of Default pursuant to Section 7.01, subject  
 to the provisions of Section 8.01(d); and  
  
(ii) the appointment of a successor Master Servicer pursuant to Section  
 7.02;  
  
(b) The Master Servicer shall notify the Rating Agencies of the occurrence  
 of any of the following events, or in the case of clauses (iii), (iv),  
 (vii) and (viii) promptly upon receiving notice thereof, in the manner  
 provided in Section 10.06:  
  
(i) any amendment of this Agreement pursuant to Section 10.01;  
  
(ii) the appointment of a successor Trustee or successor Delaware Trustee  
 pursuant to Section 8.08;  
  
 133  
(iii) the filing of any claim under or the cancellation or modification of  
 any fidelity bond and errors and omissions coverage pursuant to Section  
 3.01 and Section 3.06 with respect to the Master Servicer or any  
 Servicer;  
  
(iv) any change in the location of the Certificate Account, any Custodial  
 Account for P&I or any Custodial Account for Reserves;  
  
(v) the purchase of any Mortgage Loan pursuant to a Purchase Obligation or  
 as permitted by this Agreement or the purchase of the outstanding  
 Mortgage Loans pursuant to Section 9.01;  
  
(vi) the occurrence of the final Distribution Date or the termination of the  
 trust pursuant to Section 9.01(a)(ii);  
  
(vii) the failure of the Master Servicer to make a Monthly P&I Advance  
 following a determination on the Determination Date that the Master  
 Servicer would make such advance pursuant to Section 4.02; and  
  
(viii) the failure of the Master Servicer to make a determination on the  
 Determination Date regarding whether it would make a Monthly P&I  
 Advance when a shortfall exists between (x) payments scheduled to be  
 received in respect of the Mortgage Loans and (y) the amounts actually  
 deposited in the Certificate Account on account of such payments,  
 pursuant to Section 4.02.  
  
The Master Servicer shall provide copies of the statements pursuant to Section  
4.02, Section 4.05, Section 3.12, Section 3.13 or Section 3.15 or any other  
statements or reports to the Rating Agencies in such time and manner that such  
statements or determinations are required to be provided to Certificateholders.  
With respect to the reports described in the second paragraph of Section 4.05,  
the Master Servicer shall provide such reports to the Rating Agencies in respect  
of each Distribution Date, without regard to whether any Certificateholder or  
the Trustee or the Delaware Trustee has requested such report for such  
Distribution Date.  
  
  
  
  
  
  
  
  
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IN WITNESS WHEREOF, the Company, the Trustee and the Delaware Trustee have  
caused their names to be signed hereto by their respective officers, thereunto  
duly authorized, all as of the day and year first above written.  
  
  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
  
  
 By: /s/ Xxxxxxx Xxxxx  
 Name: Xxxxxxx Xxxxx  
 Title: Vice President  
  
  
  
 U.S. BANK NATIONAL ASSOCIATION,  
 as Trustee  
  
  
  
 By: /s/ Xxxxx Xxxxxx  
 Name: Xxxxx Xxxxxx  
 Title: Vice President  
  
  
  
 XXXXXXXXX BANK & TRUST COMPANY,  
 as Delaware Trustee  
  
  
  
 By: /s/ Xxxxx X. Xxxxx  
 Name: Xxxxx. X. Xxxxx  
 Title: Assistant Vice President  
  
  
  
  
  
  
  
  
  
 [Signature page to Pooling and Servicing Agreement for WaMu Series 2004-S3]  
 ACKNOWLEDGEMENT OF CORPORATION  
  
  
 STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF KING )  
  
  
 I certify that I know or have satisfactory evidence that Xxxxxxx Xxxxx is  
the person who appeared before me, and said person acknowledged that she signed  
this instrument, on oath stated that she was authorized to execute the  
instrument and acknowledged it as the Vice President of WASHINGTON MUTUAL  
MORTGAGE SECURITIES CORP., to be the free and voluntary act of such party for  
the uses and purposes mentioned therein.  
  
 Dated this 18th day of June, 2004.  
  
  
  
 /s/ Xxxxxxxxx Xxxxxx  
 Notary Public in and for the State of Washington,  
 residing at Seattle  
 My commission expires: 2/26/2007  
 ACKNOWLEDGEMENT  
  
  
 COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
 COUNTY OF SUFFOLK )  
  
  
 On this \_\_\_ day of June 2004 before me, a Notary Public in and for said  
State, personally appeared Xxxxx Xxxxxx, Vice President personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacit(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
  
 WITNESS my hand and official seal.  
  
  
  
 Signature /s/ Xxxxxx X. Xxxx  
  
  
 (SEAL) Xxxxxx X. Xxxx  
 Notary Public  
 My Commission Expires March 26, 2010  
 ACKNOWLEDGEMENT  
  
  
 STATE OF DELAWARE )  
 ) SS.  
 COUNTY OF NEWCASTLE )  
  
  
 On this 17th day of June 2004 before me, a Notary Public in and for  
said State, personally appeared Xxxxx X. Xxxxx, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacit(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
  
 WITNESS my hand and official seal.  
  
  
  
 Signature /s/ Xxxxxxxx X. Xxxxx  
  
  
 (SEAL) Xxxxxxxx X. Xxxxx  
 Notary Public  
 State of Delaware  
 My Commission Expires May 29, 0000  
 Xxxxxxxx 1: Definition of Class C-Y Principal Reduction Amounts  
  
  
  
 Copies of Appendix 1 (which has been intentionally omitted from this  
filing) may be obtained from Washington Mutual Mortgage Securities Corp. or U.S.  
Bank National Association by contacting:  
  
 in the case of Washington Mutual Mortgage Securities Corp.,  
  
 Xxxxx Xxxxxx  
 Master Servicing Department  
 Washington Mutual Mortgage Securities Corp.  
 00 X. Xxxxxxx Xxxxx, XXX0X00  
 Xxxxxx Xxxxx, XX 00000  
 Telephone: (000) 000-0000  
 Facsimile: (000) 000-0000  
  
 in the case of U.S. Bank National Association,  
  
 Xxxxx Xxxxxx  
 Corporate Trust Services  
 U.S. Bank National Association  
 Xxx Xxxxxxx Xxxxxx  
 Xxxxxx, XX 00000  
 Telephone: (000) 000-0000  
 Facsimile: (000) 000-0000  
Exhibit A  
CUSIP 92922F UQ 9  
  
  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-1  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 1-A-1 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $83,770,000.00  
  
Class 1-A-1 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-1 Principal Balance  
as of the Cut-Off Date: $83,770,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-1  
Exhibit A  
CUSIP 92922F UR 7  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-2  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 1-A-2 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $8,557,000.00  
  
Class 1-A-2 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-2 Principal Balance  
as of the Cut-Off Date: $8,557,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-2  
Exhibit A  
CUSIP 92922F US 5  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-3  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 1-A-3 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $5,219,000.00  
  
Class 1-A-3 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-3 Principal Balance  
as of the Cut-Off Date: $5,219,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-3  
Exhibit A  
CUSIP 92922F UT 3  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-4  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 1-A-4 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $11,848,000.00  
  
Class 1-A-4 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-4 Principal Balance  
as of the Cut-Off Date: $11,848,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-4  
Exhibit A  
CUSIP 92922F UU 0  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-5  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 1-A-5 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $12,014,000.00  
  
Class 1-A-5 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-5 Principal Balance  
as of the Cut-Off Date: $12,014,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-5  
Exhibit A  
CUSIP 92922F UV 8  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 1-A-6  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
The Class 1-A-6 Certificates will provide credit support to certain Classes of  
Certificates, as described in the Pooling Agreement.  
  
  
  
Series 2004-S3 Portion of the Class 1-A-6 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $541,000.00  
  
Class 1-A-6 Certificate Interest Rate: 5.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 1-A-6 Principal Balance  
as of the Cut-Off Date: $541,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-6  
Exhibit A  
CUSIP 92922F UW 6  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-1  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-1 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $154,981,000.00  
  
Class 2-A-1 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-1 Principal Balance  
as of the Cut-Off Date: $154,981,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-7  
Exhibit A  
CUSIP 92922F UX 4  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-2  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
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Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
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requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-2 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $34,848,734.00  
  
Class 2-A-2 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-2 Principal Balance  
as of the Cut-Off Date: $34,848,734.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-8  
Exhibit A  
CUSIP 92922F UY 2  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-3  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-3 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $12,672,266.00  
  
Class 2-A-3 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-3 Principal Balance  
as of the Cut-Off Date: $12,672,266.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-9  
Exhibit A  
CUSIP 92922F UZ 9  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-4  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-4 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $35,868,000.00  
  
Class 2-A-4 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-4 Principal Balance  
as of the Cut-Off Date: $35,868,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-10  
Exhibit A  
CUSIP 92922F VA 3  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-5  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
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requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-5 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $53,471,000.00  
  
Class 2-A-5 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-5 Principal Balance  
as of the Cut-Off Date: $53,471,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-11  
Exhibit A  
CUSIP 92922F VB 1  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-6  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
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requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
The Class 2-A-6 Certificates will provide credit support to certain Classes of  
Certificates, as described in the Trust Agreement.  
  
Series 2004-S3 Portion of the Class 2-A-6 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $45,355,000.00  
  
Class 2-A-6 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-6 Principal Balance  
as of the Cut-Off Date: $45,355,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-12  
Exhibit A  
CUSIP 92922F VC 9  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-7  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 2-A-7 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $36,831,000.00  
  
Class 2-A-7 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-7 Principal Balance  
as of the Cut-Off Date: $36,831,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-13  
Exhibit A  
CUSIP 92922F VD 7  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 2-A-8  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
The Class 2-A-6 Certificates will provide credit support to certain Classes of  
Certificates, as described in the Pooling Agreement.  
  
Series 2004-S3 Portion of the Class 2-A-8 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $1,861,000.00  
  
Class 2-A-8 Certificate Interest Rate: 5.500%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 2-A-8 Principal Balance  
as of the Cut-Off Date: $1,861,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-14  
Exhibit A  
CUSIP 92922F VE 5  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 3-A-1  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
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requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 3-A-1 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $66,552,000.00  
  
Class 3-A-1 Certificate Interest Rate: 6.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 3-A-1 Principal Balance  
as of the Cut-Off Date: $66,552,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-15  
Exhibit A  
CUSIP 92922F VF 2  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 3-A-2  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 3-A-2 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $4,916,000.00  
  
Class 3-A-2 Certificate Interest Rate: 6.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 3-A-2 Principal Balance  
as of the Cut-Off Date: $4,916,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-16  
Exhibit A  
CUSIP 92922F VG 0  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class 3-A-3  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
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issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class 3-A-3 Principal Balance as of the Cut-Off  
 Date Evidenced by this Certificate:  
 $8,200,000.00  
  
Class 3-A-3 Certificate Interest Rate: 6.000%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class 3-A-3 Principal Balance  
as of the Cut-Off Date: $8,200,000.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
 A-17  
Exhibit A  
CUSIP 92922F VH 8  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class X  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class X Notional Amount as of the Cut-Off Date  
 Evidenced by this Certificate:  
 $312,559.00  
  
Class X Certificate Interest Rate: 6.000%, applied to the  
Class X Notional Amount  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class X Principal Balance  
as of the Cut-Off Date: $0.00  
  
Class X Notional Amount  
as of the Cut-Off Date: $312,559.00  
  
  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-18  
Exhibit A  
CUSIP 92922F VJ 4  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class P  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004. Interest is not  
payable with respect to this Certificate.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
Series 2004-S3 Portion of the Class P Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate:  
$712,357.00  
  
Class P Certificate Interest Rate: 0.00%  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class P Principal Balance  
as of the Cut-Off Date: $712,357.00  
  
 Cede & Co.  
 Registered Owner  
  
  
 A-19  
Exhibit A  
CUSIP 92922F VK 1  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-1  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of beneficial interests in  
another pool of assets consisting of, among other things, conventional one- to  
four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
NO TRANSFER OF THIS CLASS B-1 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS  
CLASS B-1 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT  
TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS  
HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF  
APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH,  
SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:  
  
1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY  
VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN),  
THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT  
TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE,  
OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE  
OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING  
THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B)  
SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO  
ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT"  
(WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS  
EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE  
95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A  
"COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR  
BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF  
SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND  
  
2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION  
OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE  
THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR  
  
  
 A-20  
(III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-"  
OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE  
RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS  
BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS  
CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE  
SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS  
CERTIFICATE TO SUCH PRECEDING TRANSFEREE.  
  
ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE  
(OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION  
5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY,  
THE TRUSTEE, THE DELAWARE TRUSTEE, THE MASTER SERVICER, THE TRUST AND THE  
UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES  
INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.  
  
The Class B-1 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-1 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $8,631,000.00  
  
Class B-1 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-1 Principal Balance  
as of the Cut-Off Date: $8,631,000.00  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-21  
Exhibit A  
CUSIP 92922F VL 9  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-2  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
NO TRANSFER OF THIS CLASS B-2 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS  
CLASS B-2 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT  
TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS  
HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF  
APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH,  
SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:  
  
1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY  
VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN),  
THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT  
TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE,  
OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE  
OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING  
THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B)  
SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO  
ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT"  
(WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS  
EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE  
95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A  
"COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR  
BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF  
SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND  
  
2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION  
OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE  
THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR  
(III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-"  
  
  
 A-22  
OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE  
RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS  
BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS  
CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE  
SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS  
CERTIFICATE TO SUCH PRECEDING TRANSFEREE.  
  
ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE  
(OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION  
5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY,  
THE TRUSTEE, THE DELAWARE TRUSTEE, THE MASTER SERVICER, THE TRUST AND THE  
UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES  
INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.  
  
The Class B-2 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-2 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $3,274,000.00  
  
Class B-2 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-2 Principal Balance  
as of the Cut-Off Date: $3,274,000.00  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
  
 A-23  
Exhibit A  
CUSIP 92922F VM 7  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-3  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
Unless this Certificate is presented by an authorized representative of The  
Depository Trust Company, a New York corporation ("DTC"), to the Company or its  
agent for registration of transfer, exchange, or payment, and any Certificate  
issued is registered in the name of Cede & Co. or such other name as is  
requested by an authorized representative of DTC (and any payment is made to  
Cede & Co. or to such other entity as is requested by an authorized  
representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR  
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner  
hereof, Cede & Co., has an interest herein.  
  
NO TRANSFER OF THIS CLASS B-3 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS  
CLASS B-3 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT  
TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS  
HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF  
APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH,  
SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:  
  
1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY  
VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN),  
THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT  
TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE,  
OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE  
OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING  
THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B)  
SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO  
ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT"  
(WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS  
EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE  
95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A  
"COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR  
BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF  
SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND  
  
2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION  
OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE  
THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR  
(III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-"  
OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE  
  
  
 A-24  
RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS  
BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS  
CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE  
SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS  
CERTIFICATE TO SUCH PRECEDING TRANSFEREE.  
  
ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE  
(OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION  
5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY,  
THE TRUSTEE, THE DELAWARE TRUSTEE, THE MASTER SERVICER, THE TRUST AND THE  
UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES  
INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.  
  
The Class B-3 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-3 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $1,785,000.00  
  
Class B-3 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-3 Principal Balance  
as of the Cut-Off Date: $1,785,000.00  
  
  
 Cede & Co.  
 Registered Owner  
  
  
  
  
 A-25  
Exhibit A  
CUSIP 92922F VP 0  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-4  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
NO TRANSFER OF THIS CLASS B-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER  
THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD,  
TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE  
AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933  
AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(e) OF THE POOLING AGREEMENT.  
  
The Class B-4 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-4 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $1,488,000.00  
  
Class B-4 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-4 Principal Balance  
as of the Cut-Off Date: $1,488,000.00  
  
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 Registered Owner  
  
  
  
 A-26  
Exhibit A  
CUSIP 92922F VQ 8  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-5  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
NO TRANSFER OF THIS CLASS B-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER  
THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD,  
TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE  
AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933  
AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(e) OF THE POOLING AGREEMENT.  
  
The Class B-5 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-5 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $1,191,000.00  
  
Class B-5 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-5 Principal Balance  
as of the Cut-Off Date: $1,191,000.00  
  
 ----------------  
 Registered Owner  
  
  
  
  
  
  
 A-27  
Exhibit A  
CUSIP 92922F VR 6  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class B-6  
  
Evidencing a beneficial interest in a pool of assets consisting of beneficial  
interests in another pool of assets consisting of, among other things,  
conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. This Certificate represents ownership of a "regular interest" in  
a "real estate mortgage investment conduit," as those terms are defined in  
Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as  
amended. The issue date of this Certificate is June 24, 2004.  
  
NO TRANSFER OF THIS CLASS B-6 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS  
RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d)  
OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE,  
AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO  
THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS  
CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT  
IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION  
4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE  
TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY  
(INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975  
OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH  
OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE  
DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER  
THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD,  
TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE  
AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933  
AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(e) OF THE POOLING AGREEMENT.  
  
The Class B-6 Certificates will be subordinate in right of payment to and  
provide credit support to certain Classes of Certificates, as described in the  
Pooling Agreement.  
  
Series 2004-S3 Portion of the Class B-6 Principal Balance as of the Cut-Off Date  
Evidenced by this Certificate: $595,249.00  
  
Class B-6 Certificate Interest Rate: Variable  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class B-6 Principal Balance  
as of the Cut-Off Date: $595,249.00  
  
 ----------------  
 Registered Owner  
  
  
  
  
 A-28  
Exhibit B  
CUSIP 92922F VN 5  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
 Class R  
  
Evidencing a Percentage Interest in certain distributions with respect to a pool  
of conventional one- to four-family mortgage loans formed and administered by  
  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
  
ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY  
IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE COMPANY AND THE  
TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT EITHER (A) 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, (B) ANY  
ORGANIZATION (OTHER THAN A COOPERATIVE DESCRIBED IN SECTION 521 OF THE CODE)  
WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH  
ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE, (C) ANY  
ORGANIZATION DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE (ANY SUCH PERSON  
DESCRIBED IN THE FOREGOING CLAUSES (A), (B), OR (C) BEING HEREINAFTER REFERRED  
TO AS A "DISQUALIFIED ORGANIZATION"), OR (D) AN AGENT OF A DISQUALIFIED  
ORGANIZATION AND (2) NO PURPOSE OF SUCH TRANSFER IS TO ENABLE THE TRANSFER TO  
IMPEDE THE ASSESSMENT OR COLLECTION OF TAX. SUCH AFFIDAVIT SHALL INCLUDE CERTAIN  
REPRESENTATIONS AS TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE.  
NOTWITHSTANDING THE REGISTRATION IN THE CERTIFICATE REGISTER OF ANY TRANSFER,  
SALE OR OTHER DISPOSITION OF THIS CLASS R CERTIFICATE TO A DISQUALIFIED  
ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL  
BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT  
BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT  
NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF  
A CLASS R CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE  
CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.  
  
  
IN THE CASE OF ANY CLASS R CERTIFICATE PRESENTED FOR REGISTRATION IN THE NAME OF  
ANY PERSON, THE TRUSTEE SHALL REQUIRE (I) AN OFFICER'S CERTIFICATE IN THE FORM  
DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED  
IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM  
AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE  
PURCHASE AND HOLDING OF A CLASS R CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE  
LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER  
SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED  
("ERISA"), OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUST, THE  
TRUSTEE, THE DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY TO ANY  
OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406  
OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE  
POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE  
TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE MASTER SERVICER OR THE COMPANY.  
  
  
This Certificate is issued by WaMu Mortgage Pass-Through Certificates Series  
2004-S3 Trust. Solely for U.S. federal income tax purposes, this Certificate  
represents "residual interests" in "real estate mortgage investment conduits,"  
as those terms are defined in Sections 860G and 860D, respectively, of the  
Internal Revenue Code of 1986, as amended.  
  
Series 2004-S3 Percentage Interest evidenced by this Class R Certificate in the  
distributions to be made with respect to the Class R Certificates: %  
  
Class R Certificate Interest Rate: 5.000%. Additionally  
the Class R Certificates are entitled to Excess  
Liquidation Proceeds and the Residual Distribution  
Amount as defined in the Pooling Agreement.  
  
Cut-Off Date: June 1, 2004  
  
First Distribution Date: July 25, 2004  
  
Last Scheduled Distribution Date: July 25, 2034  
  
Class R Principal Balance as of the Cut-Off Date: $100.00  
  
 ------------------  
 Registered Owner  
 Certificate No. \_\_\_\_\_\_\_\_\_  
  
  
  
 B-1  
This Certificate does not represent an obligation of or interest in Washington  
Mutual Mortgage Securities Corp. or any of its affiliates. Neither this  
Certificate nor the underlying Mortgage Loans are guaranteed by any agency or  
instrumentality of the United States.  
  
This certifies that the above-named Registered Owner is the registered owner of  
certain interests in (i) a pool of assets ("REMIC I") consisting of, among other  
things, conventional one- to four-family mortgage loans (the "Mortgage Loans"),  
formed and administered by Washington Mutual Mortgage Securities Corp. (the  
"Company"), which term includes any successor entity under the Pooling Agreement  
referred to below, and (ii) a pool of assets ("REMIC II") consisting of  
interests in REMIC I. REMIC I and REMIC II were created pursuant to a Pooling  
and Servicing Agreement, dated as of the Cut-Off Date stated above (the "Pooling  
Agreement"), among the Company, U.S. Bank National Association, as Trustee (the  
"Trustee"), and Christiana Bank & Trust Company, as Delaware Trustee, a summary  
of certain of the pertinent provisions of which is set forth hereafter. To the  
extent not defined herein, the capitalized terms used herein have the meanings  
assigned in the Pooling Agreement. Nothing herein shall be deemed inconsistent  
with such meanings, and in the event of any conflict between the Pooling  
Agreement and the terms of this Certificate, the Pooling Agreement shall  
control. This Certificate is issued under and is subject to the terms,  
provisions and conditions of the Pooling Agreement, to which Pooling Agreement  
the Holder of this Certificate, by virtue of the acceptance hereof, assents and  
by which such Holder is bound.  
  
Distributions will be made, pursuant to the Pooling Agreement, on the 25th day  
of each month or, if such 25th day is not a Business Day, the Business Day  
immediately following (the "Distribution Date"), commencing on the first  
Distribution Date specified above, to the Person in whose name this Certificate  
is registered at the close of business on the last day (or if such last day is  
not a Business Day, the Business Day immediately preceding such last day) of the  
month immediately preceding the month of such distribution (the "Record Date"),  
to the extent of such Certificateholder's Percentage Interest represented by  
this Certificate in the portions (if any) then distributable on the Certificates  
of this Class of (i) the REMIC I Available Distribution Amount for such  
Distribution Date, as specified in Section 4.01 of the Pooling Agreement, and  
(ii) the REMIC II Available Distribution Amount for such Distribution Date, as  
specified in Section 4.04 of the Pooling Agreement.  
  
Distributions on this Certificate will be made by the Trustee by wire transfer  
or check mailed to the address of the Person entitled thereto, as such name and  
address shall appear on the Certificate Register. Notwithstanding the above, the  
final distribution on this Certificate will be made after due notice by the  
Trustee of the pendency of such distribution and only upon presentation and  
surrender of this Certificate to the Certificate Registrar.  
  
Reference is hereby made to the further provisions of this Certificate set forth  
below, which further provisions shall for all purposes have the same effect as  
if set forth at this place.  
  
Unless the certificate of authentication hereon has been executed by or on  
behalf of the Trustee, by manual signature, this Certificate shall not be  
entitled to any benefit under the Pooling Agreement or be valid for any purpose.  
  
  
  
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IN WITNESS WHEREOF, the Trust has caused this Certificate to be duly executed.  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATES  
 SERIES 2004-S3 TRUST  
  
  
  
 By: U.S. BANK NATIONAL ASSOCIATION, as Trustee  
  
  
  
 By:  
 --------------------------------------------------  
  
  
  
  
 (TRUSTEE'S CERTIFICATE OF AUTHENTICATION)  
  
This is one of the Certificates referred to in the within-mentioned Pooling Agreement.  
  
U.S. BANK NATIONAL ASSOCIATION,  
as Trustee  
  
  
  
By:  
 ----------------------------------------  
  
Dated:  
 -------------------------------------  
  
  
  
  
 B-3  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
This Certificate is one of a duly authorized issue of Certificates designated as  
WaMu Mortgage Pass-Through Certificates of the Series and Class specified hereon  
(herein called the "Certificates") and representing certain interests in REMIC I  
and REMIC II.  
  
The Certificates do not represent an obligation of, or an interest in, the  
Company or any of its affiliates and are not insured or guaranteed by any  
governmental agency. The Certificates are limited in right of payment to certain  
collections and recoveries respecting the Mortgage Loans, all as more  
specifically set forth herein and in the Pooling Agreement. In the event funds  
are advanced with respect to any Mortgage Loan, such advance is reimbursable to  
the Master Servicer from the related recoveries on such Mortgage Loan or from  
other cash deposited in the Certificate Account to the extent that such advance  
is not otherwise recoverable.  
  
As provided in the Pooling Agreement, withdrawals from the Certificate Account  
may be made from time to time for purposes other than distributions to  
Certificateholders, such purposes including reimbursement to the Master Servicer  
of advances made, or certain expenses incurred, by it.  
  
The Pooling Agreement permits, with certain exceptions therein provided, the  
amendment thereof and the modification of the rights and obligations of the  
Company and the rights of the Certificateholders under the Pooling Agreement at  
any time by the Company, the Master Servicer and the Trustee with the consent of  
the Holders of the Certificates evidencing Percentage Interests aggregating not  
less than 66% of REMIC II. The Pooling Agreement also permits the amendment  
thereof, in certain limited circumstances, without the consent of the Holders of  
any of the Certificates.  
  
As provided in the Pooling Agreement and subject to certain limitations therein  
set forth, the transfer of this Certificate is registrable in the Certificate  
Register upon surrender of this Certificate for registration of transfer at the  
offices of the Certificate Registrar or the office maintained by the Trustee in  
the City and State of New York, duly endorsed by, or accompanied by an  
assignment in the form below or other written instrument of transfer in form  
satisfactory to the Trustee or any Authenticating Agent duly executed by, the  
Holder hereof or such Holder's attorney duly authorized in writing, and  
thereupon one or more new Certificates of Authorized Denominations evidencing  
the same Percentage Interest set forth hereinabove will be issued to the  
designated transferee or transferees.  
  
The Certificates are issuable only as registered Certificates without coupons in  
Authorized Denominations specified in the Pooling Agreement. As provided in the  
Pooling Agreement and subject to certain limitations therein set forth,  
Certificates are exchangeable for new Certificates of Authorized Denominations  
of like Certificate Principal Balance or Percentage Interest, as applicable, as  
requested by the Holder surrendering the same.  
  
A reasonable service charge may be made for any such registration of transfer or  
exchange, and the Trustee may require payment of a sum sufficient to cover any  
tax or other governmental charge payable in connection therewith.  
  
The Company, the Trustee and the Certificate Registrar and any agent of the  
Company, the Trustee or the Certificate Registrar may treat the Person in whose  
name this Certificate is registered as the owner hereof for all purposes, and  
neither the Company, the Trustee, the Certificate Registrar nor any such agent  
shall be affected by notice to the contrary.  
  
 B-4  
The obligations created by the Pooling Agreement and the Trust created thereby  
shall terminate upon (i) the later of the maturity or other liquidation  
(including purchase by the Master Servicer) of the last Mortgage Loan remaining  
in the Trust or the disposition of all property acquired upon foreclosure or  
deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to  
Certificateholders of all amounts held by the Trustee and required to be paid to  
them pursuant to the Pooling Agreement. In the event that the Company or the  
Master Servicer purchases any Mortgage Loan pursuant to the Pooling Agreement,  
the Pooling Agreement generally requires that the Trustee distribute to the  
Certificateholders in the aggregate an amount equal to 100% of the unpaid  
Principal Balance of such Mortgage Loan, plus unpaid accrued interest thereon at  
the applicable Pass-Through Rate to the last day of the month in which such  
purchase occurs. The Pooling Agreement permits, but does not require, the Master  
Servicer to purchase from the Trust all Mortgage Loans at the time subject  
thereto and all property acquired in respect of any Mortgage Loan upon payment  
to the Certificateholders of the amounts specified in the Pooling Agreement. The  
exercise of such right will effect early retirement of the Certificates, the  
Master Servicer's right to purchase being subject to the aggregate Principal  
Balance of the Mortgage Loans at the time of purchase being less than the  
Clean-Up Call Percentage of the aggregate Principal Balance of the Mortgage  
Loans as of the Cut-Off Date.  
  
  
  
 B-5  
 ASSIGNMENT  
  
  
  
  
 FOR VALUE RECEIVED the undersigned hereby sell(s) and assign(s) and  
transfer(s) unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Please print or typewrite name and address, including postal  
zip code of assignee. Please insert social security or other identifying number  
of assignee.)  
  
the within WaMu Mortgage Pass-Through Certificate and hereby irrevocably  
constitutes and appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attorney to transfer said Certificate on the Certificate Register, with  
full power of substitution in the premises.  
  
Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Signature Guaranteed  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 NOTICE: The signature to this assignment must correspond with the name  
 as written upon the face of the within instrument in every  
 particular, without alteration or enlargement or any change  
 whatever. This Certificate does not represent an obligation of  
 or an interest in Washington Mutual Mortgage Securities Corp. or  
 any of its affiliates. Neither this Certificate nor the  
 underlying Mortgage Loans are guaranteed by any agency or  
 instrumentality of the United States.  
  
  
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 Exhibit C  
  
 [Reserved]  
 Exhibit D  
  
 Mortgage Loan Schedule  
  
  
Copies of the Mortgage Loan Schedule (which has been intentionally omitted from  
this filing) may be obtained from Washington Mutual Mortgage Securities Corp. or  
U.S. Bank National Association by contacting:  
  
  
 in the case of Washington Mutual Mortgage Securities Corp.,  
  
 Xxxxx Xxxxxx  
 Master Servicing Department  
 Washington Mutual Mortgage Securities Corp.  
 00 X. Xxxxxxx Xxxxx, XXX0X00  
 Xxxxxx Xxxxx, XX 00000  
 Telephone: (000) 000-0000  
 Facsimile: (000) 000-0000  
  
 in the case of U.S. Bank National Association,  
  
 Xxxxx Xxxxxx  
 Corporate Trust Services  
 U.S. Bank National Association  
 Xxx Xxxxxxx Xxxxxx  
 Xxxxxx, XX 00000  
 Telephone: (000) 000-0000  
 Facsimile: (000) 000-0000  
  
  
 D-1  
 Exhibit E  
  
  
 SELLING AND SERVICING  
  
 CONTRACT  
  
  
This Selling and Servicing Contract (this "Agreement") is made and entered into  
by Washington Mutual Mortgage Securities Corp. and its successors and assigns  
("Washington Mutual Mortgage") and the entity identified below and its  
successors and assigns (the "Company").  
  
  
 WITNESSETH:  
  
 WHEREAS, this Company wishes to sell first lien residential mortgage loans to,  
and service first lien residential mortgage loans on behalf of, Washington  
Mutual Mortgage; and  
  
 WHEREAS, the Company has submitted a Seller Application to Washington Mutual  
Mortgage and has been approved by Washington Mutual Mortgage for participation  
in the Washington Mutual Mortgage Purchase Programs; and  
  
 WHEREAS, the Company has received and reviewed the Washington Mutual Mortgage  
Purchase Programs Seller Guide (the "Seller Guide"), as well as the Washington  
Mutual Mortgage Servicing Guide (the "Servicing Guide" and, together with the  
Seller Guide, the "Guides"), and understands each and every provision thereof;  
  
 NOW, THEREFORE, in consideration of the premises and of the mutual agreements  
herein contained, Washington Mutual Mortgage and the Company hereby agree as  
follows:  
  
 1. Guides. The Guides, which set forth the terms and conditions under which  
Washington Mutual Mortgage may elect to purchase mortgage loans from the  
Company, and the Company shall service mortgage loans on behalf of Washington  
Mutual Mortgage, are a supplement to this Agreement and such Guides, as may be  
amended or supplemented from time to time by Washington Mutual Mortgage, are  
incorporated into this Agreement in full by reference and made a part hereof as  
fully as if set forth at length herein. All capitalized terms used and not  
defined herein have the meanings ascribed to them in the Guides.  
  
 2. Company's Duties. The Company shall diligently perform all duties incident  
to the origination, sale and servicing of the mortgage loans subject to this  
Agreement. In the performance of its servicing duties, the Company shall  
exercise the same degree of care it exercises when servicing mortgage loans for  
its own account, but in no event shall the Company exercise less care than a  
reasonable prudent servicer would exercise under similar circumstances. In  
addition, the Company shall comply with all of the provisions of the Guides and  
with all other requirements and instructions of Washington Mutual Mortgage. The  
Company shall perform such duties at its sole expense, except as otherwise  
expressly provided in the Guides.  
  
 3. Representations, Warranties and Covenants of the Company; Remedies of  
Washington Mutual Mortgage. With respect to each mortgage loan sold by the  
Company to Washington Mutual Mortgage pursuant to the terms of this Agreement,  
the Company shall make all of the representations, warranties and covenants set  
forth in the Guide and, in the event of the breach of any of such  
representations, warranties and covenants, Washington Mutual Mortgage shall have  
all of the remedies available at law or in equity, as well as all of the  
remedies set forth in the Guide, including, but not limited to, repurchase and  
indemnification. The representations and warranties made by the Company with  
respect to any mortgage loan subject to this Agreement, as well as the remedies  
  
  
 E-1  
available to Washington Mutual Mortgage upon the breach thereof, shall survive:  
(a) any investigation regarding the mortgage loan conducted by Washington Mutual  
Mortgage, its assignees or designees, (b) the liquidation of the mortgage loan,  
(c) the purchase of the mortgage loan by Washington Mutual Mortgage, its  
assignee or designee, (d) the repurchase of the mortgage loan by the Company and  
(e) the termination of this Agreement.  
  
 4. Compensation. The Company shall be compensated for its services hereunder as  
specified in the Guides.  
  
 5. No Assignment. This Agreement may not be assigned by the Company without the  
prior written consent of Washington Mutual Mortgage. The Company hereby consents  
to the assignment by Washington Mutual Mortgage of all or any part of its rights  
and obligations under this Agreement to any affiliate designated by Washington  
Mutual Mortgage. Any other transfer by Washington Mutual Mortgage will be  
allowed and be effective upon written notice by Washington Mutual Mortgage to  
the Company.  
  
 6. Prior Agreements. This Agreement supersedes any prior agreements and  
understandings between Washington Mutual Mortgage and the Company governing the  
subject matter hereof; provided, however, the Company shall not be released from  
any responsibility or liability that may have arisen under such agreements and  
understanding.  
  
 7. Effective Date of Agreement. This Agreement is not effective until it is  
executed and accepted by Washington Mutual Mortgage at its home office in  
Illinois.  
  
 8. Notices. All notices, requests, demands or other communications that are to  
be given under this Agreement shall be in writing, addressed to the appropriate  
parties, and shall be sent by certified mail, return receipt requested, postage  
prepaid, if to the Company, at the address below and, if to Washington Mutual  
Mortgage, to the appropriate address or facsimile number specified in the  
Guides. Any such notice, request, demand or other communication shall be deemed  
effective upon receipt.  
  
 9. Independent Contractor. At no time shall the Company represent that it is  
acting as an agent, partner or joint venturer of Washington Mutual Mortgage. The  
Company shall at all times act as an independent contracting party.  
  
 10. Amendment. This Agreement may not be amended or modified orally, and no  
provision of this Agreement may be waived or amended, except in writing signed  
by the party against whom enforcement is sought. Such a written waiver or  
amendment must expressly reference this Agreement. However, by their terms the  
Guides may be amended or supplemented by Washington Mutual Mortgage from time to  
time. Any such amendment(s) to the Guides shall be in writing and be binding  
upon the parties hereto on and after the effective date specified therein.  
  
 11. Miscellaneous. This Agreement, including all documents incorporated by  
reference herein, constitutes the entire understanding between the parties  
hereto and supersedes all other agreements, covenants, representations,  
warranties, understandings and communications between the parties, whether  
written or oral, with respect to the transactions contemplated by this  
Agreement. All section headings contained herein are for convenience only and  
shall not be construed as part of this Agreement. Any provision of this  
Agreement that is prohibited or unenforceable in any jurisdiction shall as to  
such jurisdiction be ineffective to the extent of such prohibition or  
unenforceability without invalidating the remaining portions hereof or affecting  
the validity or enforceability of such provision in any other jurisdiction, and  
  
  
 E-2  
to this end, the provisions hereof are severable. This Agreement shall be  
governed by, and construed and enforced in accordance with, applicable federal  
laws and laws of the State of Illinois, without reference to conflict of laws  
principles. This Agreement may be executed in one or more counterparts, each of  
which shall constitute an original and all of which shall constitute the same  
Agreement.  
  
 IN WITNESS WHEREOF, the parties have executed this Agreement by proper  
officials duly authorized on the dates hereinafter set forth. This Agreement  
shall take effect as of the date of its execution in original or facsimile  
signature by a duly authorized officer of Washington Mutual Mortgage.  
  
------------------------------------------ ------------------------------  
Name of the Company Company I.D. Number  
  
------------------------------------------ ------------------------------  
Type of organization Organized under laws of  
  
--------------------------------------------------------------------------------  
Principal place of business: xxxxxx xxxxxxx, xxxx, xxxxx, zip code  
  
--------------------------------------------------------------------------------  
Typed name and title of the Company's authorized officer  
  
------------------------------------------------------- ------------------  
Signature of the Company's authorized officer Date  
  
  
Agreed to and accepted by Washington Mutual Mortgage Securities Corp.  
  
--------------------------------------------------------------------------------  
Typed name and title of authorized representative  
  
------------------------------------------------------- -------------------  
Signature of authorized representative Date  
  
  
  
  
 E-3  
 Exhibit F  
  
  
 FORM OF TRANSFEROR CERTIFICATE FOR  
 JUNIOR SUBORDINATE CERTIFICATES  
  
  
 [Date]  
  
U.S. Bank National Association, as Trustee  
Xxx Xxxxxxx Xxxxxx, Xxxxx Xxxxx  
Xxxxxx, XX 00000  
Attn: Corporate Trust Department, Washington Mutual 2004-S3  
  
  
Re: Purchase of Washington Mutual Mortgage Securities Corp. WaMu Mortgage  
 Pass-Through Certificates Series 2004-S3, Class [ ] (the "Certificates")  
  
Ladies and Gentlemen:  
  
In connection with our disposition of the above Certificates we certify that (a)  
we understand the Certificates have not been registered under the Securities Act  
of 1933, as amended (the "Act") and are being disposed by us in a transaction  
that is exempt from the registration requirements of the Act, and (b) we have  
not offered or sold any certificates to, or solicited offers to buy any  
Certificates from, any person, or otherwise approached or negotiated with any  
person with respect thereto, or taken any other action which would result in a  
violation of Section 5 of the Act.  
  
  
  
 Very truly yours,  
  
 [Name of Transferor]  
  
  
  
 By:  
 --------------------------  
 Authorized Officer  
  
  
  
  
 F-1  
 Exhibit G  
  
  
 FORM OF TRANSFEREE'S AGREEMENT FOR  
 JUNIOR SUBORDINATE CERTIFICATES  
  
 [Date]  
  
U.S. Bank National Association, as Trustee  
Xxx Xxxxxxx Xxxxxx, Xxxxx Xxxxx  
Xxxxxx, XX 00000  
Attn: Corporate Trust Department, Washington Mutual 2004-S3  
  
Washington Mutual Mortgage Securities Corp.  
00 X. Xxxxxxx Xxxxx  
Xxxxxx Xxxxx, Xxxxxxxx 00000  
  
  
The undersigned (the "Purchaser") proposes to purchase Washington Mutual  
Mortgage Securities Corp. WaMu Mortgage Pass-Through Certificates, Series  
2004-S3, Class [ ] (the "Purchased Certificates") in the principal amount of  
$\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In doing so, the Purchaser hereby acknowledges and agrees as  
follows:  
  
Section 1. Definitions. Each capitalized term used herein and not otherwise  
defined herein shall have the meaning ascribed to it in the Pooling and  
Servicing Agreement, dated as of June 1, 2004 (the "Pooling Agreement"), by and  
among Washington Mutual Mortgage Securities Corp. ("Washington Mutual"), U.S.  
Bank National Association, as trustee (the "Trustee"), and Christiana Bank &  
Trust Company, as Delaware trustee, of the Washington Mutual Mortgage Securities  
Corp. WaMu Mortgage Pass-Through Certificates, Series 2004-S3.  
  
Section 2. Representations and Warranties of the Purchaser. In connection with  
the proposed transfer, the Purchaser represents and warrants to Washington  
Mutual, the Trustee and the Trust that:  
  
(a) The Purchaser is duly organized, validly existing and in good standing under  
the laws of the jurisdiction in which the Purchaser is organized, is authorized  
to invest in the Purchased Certificates, and to enter into this Agreement, and  
duly executed and delivered this Agreement;  
  
(b) The Purchaser is acquiring the Purchased Certificates for its own account as  
principal and not with a view to the distribution thereof, in whole or in part;  
  
(c) The Purchaser is an "accredited investor" as such term is defined in  
paragraph (a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) of Section 501 of Regulation  
D under the Securities Act of 1933, as amended (the "Act"), has knowledge of  
financial and business matters and is capable of evaluating the merits and risks  
of an investment in the Purchased Certificates; the Purchaser has sought such  
accounting, legal and tax advice as it has considered necessary to make an  
informed investment decision; and the Purchaser is able to bear the economic  
risk of an investment in the Purchased Certificates and can afford a complete  
loss of such investment;  
  
(d) The Purchaser is not affiliated with the Trustee;  
(e) The Purchaser confirms that Washington Mutual has made available to the  
Purchaser the opportunity to ask questions of, and receive answers from  
Washington Mutual concerning the trust created pursuant to the Pooling Agreement  
(the "Trust"), the purchase by the Purchaser of the Purchased Certificates and  
all matters relating thereto that Washington Mutual possesses or can acquire  
without unreasonable effort or expense; and  
  
(f) If applicable, the Purchaser has complied, and will continue to comply, with  
the guidelines established by Thrift Bulletin 13a issued April 23, 1998, by the  
Office of Regulatory Activities of the Federal Home Loan Bank System.  
  
Section 3. Transfer of Purchased Certificates.  
  
(a) The Purchaser understands that the Purchased Certificates have not been  
registered under the Act, or any state securities laws and that no transfer may  
be made unless the Purchased Certificates are registered under the Act and under  
applicable state law or unless an exemption from registration is available. The  
Purchaser further understands that neither Washington Mutual nor the Trust is  
under any obligation to register the Purchased Certificates or make an exemption  
available. In the event that such a transfer is to be made within two years from  
the Closing Date without registration under the Act or applicable state  
securities laws, (i) the Trustee shall require, in order to assure compliance  
with such laws, that the Certificateholder's prospective transferee each certify  
to Washington Mutual, the Trustee and the Trust as to the factual basis for the  
registration or qualification exemption relied upon, and (ii) the Trustee or  
Washington Mutual may require an Opinion of Counsel that such transfer may be  
made pursuant to an exemption from the Act and state securities laws, which  
Opinion of Counsel shall not be an expense of the Trust, the Trustee or  
Washington Mutual. Any such Certificateholder desiring to effect such transfer  
shall, and does hereby agree to, indemnify the Trust, the Trustee and Washington  
Mutual against any liability that may result if the transfer is not so exempt or  
is not made in accordance with such federal and state laws.  
  
(b) No transfer of a Purchased Certificate shall be made unless the transferee  
provides Washington Mutual and the Trustee with (i) a Transferee's Agreement,  
substantially in the form of this Agreement, (ii) an affidavit substantially in  
the form of Exhibit N to the Pooling Agreement and (iii) if so indicated in such  
affidavit, a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling  
Agreement).  
  
(c) The Purchaser acknowledges that its Purchased Certificates bear a legend  
setting forth the applicable restrictions on transfer.  
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be validly  
executed by its duly authorized representative as of the day and the year first  
above written.  
  
 [Purchaser]  
  
  
  
 By:  
 --------------------------  
 Its:  
 Exhibit H  
  
  
 FORM OF ADDITIONAL MATTER INCORPORATED INTO  
 THE FORM OF THE CERTIFICATES (OTHER THAN THE CLASS R CERTIFICATES)  
  
This Certificate does not represent an obligation of or interest in Washington  
Mutual Mortgage Securities Corp. or any of its affiliates. Neither this  
Certificate nor the underlying Mortgage Loans are guaranteed by any agency or  
instrumentality of the United States.  
  
This certifies that the above-named Registered Owner is the registered owner of  
certain interests in a pool of assets ("REMIC II") consisting of interests in  
another pool of assets ("REMIC I") consisting of, among other things,  
conventional one- to four-family mortgage loans (the "Mortgage Loans"), formed  
and administered by Washington Mutual Mortgage Securities Corp. (the "Company"),  
which term includes any successor entity under the Pooling Agreement referred to  
below. REMIC I and REMIC II were created pursuant to a Pooling and Servicing  
Agreement, dated as of the Cut-Off Date stated above (the "Pooling Agreement"),  
among the Company, U.S. Bank National Association, as Trustee (the "Trustee"),  
and Christiana Bank & Trust Company, as Delaware Trustee, a summary of certain  
of the pertinent provisions of which is set forth hereafter. To the extent not  
defined herein, the capitalized terms used herein have the meanings assigned in  
the Pooling Agreement. Nothing herein shall be deemed inconsistent with such  
meanings, and in the event of any conflict between the Pooling Agreement and the  
terms of this Certificate, the Pooling Agreement shall control. This Certificate  
is issued under and is subject to the terms, provisions and conditions of the  
Pooling Agreement, to which Pooling Agreement the Holder of this Certificate, by  
virtue of the acceptance hereof, assents and by which such Holder is bound.  
  
Distributions will be made, pursuant to the Pooling Agreement, on the 25th day  
of each month or, if such 25th day is not a Business Day, the Business Day  
immediately following (the "Distribution Date"), commencing on the first  
Distribution Date specified above, to the Person in whose name this Certificate  
is registered at the close of business on the last day (or if such last day is  
not a Business Day, the Business Day immediately preceding such last day) of the  
month immediately preceding the month of such distribution (the "Record Date"),  
to the extent of such Certificateholder's Percentage Interest represented by  
this Certificate in the portion of the REMIC II Available Distribution Amount  
for such Distribution Date then distributable on the Certificates of this Class,  
as specified in Section 4.04 of the Pooling Agreement.  
  
Distributions on this Certificate will be made by the Trustee by wire transfer  
or check mailed to the address of the Person entitled thereto, as such name and  
address shall appear on the Certificate Register. Notwithstanding the above, the  
final distribution on this Certificate will be made after due notice by the  
Trustee of the pendency of such distribution and only upon presentation and  
surrender of this Certificate to the Certificate Registrar.  
  
Reference is hereby made to the further provisions of this Certificate set forth  
below, which further provisions shall for all purposes have the same effect as  
if set forth at this place.  
  
Unless the certificate of authentication hereon has been executed by or on  
behalf of the Trustee, by manual signature, this Certificate shall not be  
entitled to any benefit under the Pooling Agreement or be valid for any purpose.  
IN WITNESS WHEREOF, the Trust has caused this Certificate to be duly executed.  
  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATES  
 SERIES 2004-S3 TRUST  
  
  
  
 By: U.S. BANK NATIONAL ASSOCIATION, as Trustee  
  
  
  
 By:  
 --------------------------------------  
  
  
  
  
  
 (TRUSTEE'S CERTIFICATE OF AUTHENTICATION)  
  
This is one of the Certificates referred to in the within-mentioned Pooling  
Agreement.  
  
U.S. BANK NATIONAL ASSOCIATION, as Trustee  
  
  
  
By:  
 ------------------------  
  
Dated:  
 ---------------------  
 WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.  
 WaMu MORTGAGE PASS-THROUGH CERTIFICATE  
  
This Certificate is one of a duly authorized issue of Certificates designated as  
WaMu Mortgage Pass-Through Certificates of the Series and Class specified hereon  
(herein called the "Certificates") and representing certain interests in REMIC  
II.  
  
The Certificates do not represent an obligation of, or an interest in, the  
Company or any of its affiliates and are not insured or guaranteed by any  
governmental agency. The Certificates are limited in right of payment to certain  
collections and recoveries respecting the Mortgage Loans, all as more  
specifically set forth herein and in the Pooling Agreement. In the event funds  
are advanced with respect to any Mortgage Loan, such advance is reimbursable to  
the Master Servicer from the related recoveries on such Mortgage Loan or from  
other cash deposited in the Certificate Account to the extent that such advance  
is not otherwise recoverable.  
  
As provided in the Pooling Agreement, withdrawals from the Certificate Account  
may be made from time to time for purposes other than distributions to  
Certificateholders, such purposes including reimbursement to the Master Servicer  
of advances made, or certain expenses incurred, by it.  
  
The Pooling Agreement permits, with certain exceptions therein provided, the  
amendment thereof and the modification of the rights and obligations of the  
Company and the rights of the Certificateholders under the Pooling Agreement at  
any time by the Company, the Master Servicer and the Trustee with the consent of  
the Holders of the Certificates evidencing Percentage Interests aggregating not  
less than 66% of REMIC II. Any such consent by the Holder of this Certificate  
shall be conclusive and binding on such Holder and upon all future Holders of  
this Certificate and of any Certificate issued upon the transfer hereof or in  
exchange herefor or in lieu hereof whether or not notation of such consent is  
made upon this Certificate. The Pooling Agreement also permits the amendment  
thereof, in certain limited circumstances, without the consent of the Holders of  
any of the Certificates.  
  
As provided in the Pooling Agreement and subject to certain limitations therein  
set forth, the transfer of this Certificate is registrable in the Certificate  
Register upon surrender of this Certificate for registration of transfer at the  
offices of the Certificate Registrar or the office maintained by the Trustee in  
the City and State of New York, duly endorsed by, or accompanied by an  
assignment in the form below or other written instrument of transfer in form  
satisfactory to the Trustee or any Authenticating Agent duly executed by, the  
Holder hereof or such Holder's attorney duly authorized in writing, and  
thereupon one or more new Certificates of Authorized Denominations evidencing  
the same Percentage Interest set forth hereinabove will be issued to the  
designated transferee or transferees.  
  
[to be used only in the case of the Junior Subordinate Certificates:] [No  
transfer of a Certificate will be made unless such transfer is exempt from or is  
made in accordance with the registration requirements of the Securities Act of  
1933, as amended (the "Securities Act") and any applicable state securities  
laws. In the event that a transfer is to be made without registration or  
qualification under applicable laws, (i) in the event such transfer is made  
pursuant to Rule 144A under the Securities Act, the Company and the Trustee  
shall require the transferee to execute an investment letter in substantially  
the form attached as Exhibit L to the Pooling Agreement, which investment letter  
shall not be an expense of the Company, the Master Servicer, the Trust or the  
Trustee and (ii) in the event that such a transfer is not made pursuant to Rule  
144A under the Securities Act, the Trustee may require an Opinion of Counsel  
satisfactory to the Trustee that such transfer may be made without such  
registration or qualification, which Opinion of Counsel shall not be an expense  
of the Company, the Master Servicer, the Trust or the Trustee. Neither the  
Company nor the Trust will register the Certificate under the Securities Act,  
qualify the Certificate under any state securities law or provide registration  
rights to any purchaser. Any Holder desiring to effect such transfer shall, and  
does hereby agree to, indemnify the Trust, the Trustee, the Company and the  
Master Servicer against any liability that may result if the transfer is not so  
exempt or is not made in accordance with such federal and state laws.]  
  
The Certificates are issuable only as registered Certificates without coupons in  
Authorized Denominations specified in the Pooling Agreement. As provided in the  
Pooling Agreement and subject to certain limitations therein set forth,  
Certificates are exchangeable for new Certificates of Authorized Denominations  
of like Certificate Principal Balance or Percentage Interest, as applicable, as  
requested by the Holder surrendering the same.  
  
A reasonable service charge may be made for any such registration of transfer or  
exchange, and the Trustee may require payment of a sum sufficient to cover any  
tax or other governmental charge payable in connection therewith.  
  
The Company, the Trustee and the Certificate Registrar and any agent of the  
Company, the Trustee or the Certificate Registrar may treat the Person in whose  
name this Certificate is registered as the owner hereof for all purposes, and  
neither the Company, the Trustee, the Certificate Registrar nor any such agent  
shall be affected by notice to the contrary.  
  
The obligations created by the Pooling Agreement and the Trust created thereby  
shall terminate upon (i) the later of the maturity or other liquidation  
(including purchase by the Master Servicer) of the last Mortgage Loan remaining  
in the Trust or the disposition of all property acquired upon foreclosure or  
deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to  
Certificateholders of all amounts held by the Trustee and required to be paid to  
them pursuant to the Pooling Agreement. In the event that the Company or the  
Master Servicer purchases any Mortgage Loan pursuant to the Pooling Agreement,  
the Pooling Agreement generally requires that the Trustee distribute to the  
Certificateholders in the aggregate an amount equal to 100% of the unpaid  
Principal Balance of such Mortgage Loan, plus unpaid accrued interest thereon at  
the applicable Pass-Through Rate to the last day of the month in which such  
purchase occurs. The Pooling Agreement permits, but does not require, the Master  
Servicer to purchase from the Trust all Mortgage Loans at the time subject  
thereto and all property acquired in respect of any Mortgage Loan upon payment  
to the Certificateholders of the amounts specified in the Pooling Agreement. The  
exercise of such right will effect early retirement of the Certificates, the  
Master Servicer's right to purchase being subject to the aggregate Principal  
Balance of the Mortgage Loans at the time of purchase being less than the  
Clean-Up Call Percentage of the aggregate Principal Balance of the Mortgage  
Loans as of the Cut-Off Date.  
 ASSIGNMENT  
  
 FOR VALUE RECEIVED the undersigned hereby sell(s) and assign(s) and  
transfer(s) unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Please print or typewrite name and address, including postal  
zip code of assignee. Please insert social security or other identifying number  
of assignee.) the within WaMu Mortgage Pass-Through Certificate and hereby  
irrevocably constitutes and appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attorney to transfer said Certificate on the Certificate Register, with  
full power of substitution in the premises.  
  
Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Signature Guaranteed  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 NOTICE: The signature to this assignment must correspond with the name  
 as written upon the face of the within instrument in every  
 particular, without alteration or enlargement or any change  
 whatever. This Certificate does not represent an obligation of  
 or an interest in Washington Mutual Mortgage Securities Corp. or  
 any of its affiliates. Neither this Certificate nor the  
 underlying Mortgage Loans are guaranteed by any agency or  
 instrumentality of the United States.  
 Exhibit I  
  
  
 TRANSFEROR CERTIFICATE  
  
 [Date]  
  
U.S. Bank National Association, as Trustee  
Xxx Xxxxxxx Xxxxxx, Xxxxx Xxxxx  
Xxxxxx, XX 00000  
Attn: Corporate Trust Department, Washington Mutual 2004-S3  
  
 Re: Washington Mutual Mortgage Securities Corp.  
 WaMu Mortgage Pass-Through Certificates, Series 2004-S3, Class R  
  
Ladies and Gentlemen:  
  
This letter is delivered to you in connection with the sale from (the "Seller")  
to (the "Purchaser") of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ initial Certificate Principal  
Balance of WaMu Mortgage Pass-Through Certificates, Series 2004-S3, Class R (the  
"Certificate"), pursuant to Section 5.01 of the Pooling and Servicing Agreement  
(the "Pooling Agreement"), dated as of June 1, 2004 among Washington Mutual  
Mortgage Securities Corp., as depositor and master servicer (the "Company"),  
U.S. Bank National Association, as trustee (the "Trustee"), and Christiana Bank  
& Trust Company, as Delaware trustee. All terms used herein and not otherwise  
defined shall have the meanings set forth in the Pooling Agreement. The Seller  
hereby certifies, represents and warrants to, and covenants with, the Company,  
the Trustee and the Trust that:  
  
1. No purpose of the Seller relating to the sale of the Certificate by the  
Seller to the Purchaser is or will be to enable the Seller to impede the  
assessment or collection of tax.  
  
2. The Seller understands that the Purchaser has delivered to the Trustee and  
the Company a transferee affidavit and agreement in the form attached to the  
Pooling Agreement as Exhibit J. The Seller does not know or believe that any  
representation contained therein is false.  
  
3. The Seller has no actual knowledge that the proposed Transferee is not a  
Permitted Transferee.  
  
4. The Seller has no actual knowledge that the Purchaser would be unwilling or  
unable to pay taxes due on its share of the taxable income attributable to the  
Certificates.  
  
5. The Seller has conducted a reasonable investigation of the financial  
condition of the Purchaser and, as a result of the investigation, found that the  
Purchaser has historically paid its debts as they came due, and found no  
significant evidence to indicate that the Purchaser will not continue to pay its  
debts as they come due in the future.  
6. The Purchaser has represented to the Seller that, if the Certificates  
constitute a noneconomic residual interest, it (i) understands that as holder of  
a noneconomic residual interest it may incur tax liabilities in excess of any  
cash flows generated by the interest, and (ii) intends to pay taxes associated  
with its holding of the Certificates as they become due.  
  
 Very truly yours,  
  
 [Seller]  
  
 By:  
 -----------------------------  
 Name:  
 -----------------------------  
 Title:  
 -----------------------------  
 Exhibit J  
  
  
 TRANSFEREE AFFIDAVIT AND AGREEMENT  
  
  
  
STATE OF )  
 ) ss:  
COUNTY OF )  
  
  
  
[NAME OF OFFICER], being first duly sworn, deposes and says:  
  
1. That he is [Title of Officer] of [Name of Owner] (record or beneficial owner  
of the Class R Certificate (the "Owner")), a [savings institution] [corporation]  
duly organized and existing under the laws of [the State of ] [the United  
States], on behalf of which he makes this affidavit and agreement.  
  
2. That the Owner (i) is not and will not be a "disqualified organization" as of  
[date of transfer] within the meaning of Section 860E(e)(5) of the Internal  
Revenue Code of 1986, as amended (the "Code") and will endeavor to remain other  
than a disqualified organization for so long as it retains its ownership  
interest in the Class R Certificates, and (ii) is acquiring the Class R  
Certificates for its own account or for the account of another Owner from which  
it has received an affidavit and agreement in substantially the same form as  
this affidavit and agreement. (For this purpose, a disqualified organization"  
means the United States, any state or political subdivision thereof, or any  
agency or instrumentality of any of the foregoing (other than an instrumentality  
all of the activities of which are subject to tax and, except for the Federal  
Home Loan Mortgage Corporation, a majority of whose board of directors is not  
selected by any such governmental entity), or any foreign government or  
international organization, or any agency or instrumentality of such foreign  
government or organization, any rural electric or telephone cooperative, or any  
organization (other than certain farmers' cooperatives) that is generally exempt  
from federal income tax unless such organization is subject to the tax on  
unrelated business taxable income).  
  
3. That the Owner is aware (i) of the tax that would be imposed on transfers of  
the Class R Certificates after March 31, 1988; (ii) that such tax would be on  
the transferor, or, if such transfer is through an agent (which person includes  
a broker, nominee or middle-man) for a disqualified organization, on the agent;  
(iii) that the person otherwise liable for the tax shall be relieved of  
liability for the tax if the transferee furnishes to such person an affidavit  
that the transferee is not a disqualified organization and, at the time of  
transfer, such person does not have actual knowledge that the affidavit is  
false; and (iv) that the Class R Certificates may be a "noneconomic residual  
interest" within the meaning of Treasury regulations promulgated pursuant to the  
Code and that the transferor of a noneconomic residual interest will remain  
liable for any taxes due with respect to the income on such residual interest,  
if a significant purpose of the transfer was to enable the transferor to impede  
the assessment or collection of tax.  
  
4. That the Owner is aware of the tax imposed on a "pass-through entity" holding  
the Class R Certificates if at any time during the taxable year of the  
pass-through entity a disqualified organization is the record holder of an  
interest in such entity. (For this purpose, a "pass through entity" includes a  
regulated investment company, a real estate investment trust or common trust  
fund, a partnership, trust or estate, and certain cooperatives.)  
5. That the Owner is aware that the Trustee will not register the Transfer of  
the Class R-1 Certificates unless the transferee, or the transferees' agent,  
delivers to it an affidavit and agreement, among other things, in substantially  
the same form as this affidavit and agreement. The Owner expressly agrees that  
it will not consummate any such transfer if it knows or believes that any of the  
representations contained in such affidavit and agreement are false.  
  
6. That the Owner has reviewed the restrictions set forth on the face of the  
Class R Certificates and the provisions of Section 5.01 of the Pooling Agreement  
under which the Class R Certificates were issued (in particular, clauses  
(iii)(A) and (iii)(B) of Section 5.01(c) which authorize the Trustee to deliver  
payments to a person other than the Owner and negotiate a mandatory sale by the  
Trustee in the event the Owner holds such Certificates in violation of Section  
5.01). The Owner expressly agrees to be bound by and to comply with such  
restrictions and provisions.  
  
7. That the Owner consents to any additional restrictions or arrangements that  
shall be deemed necessary upon advice of counsel to constitute a reasonable  
arrangement to ensure that the Class R Certificates will only be owned, directly  
or indirectly, by an Owner that is not a disqualified organization.  
  
8. The Owner's Taxpayer Identification Number is .  
  
9. That no purpose of the Owner relating to the purchase of the Class R  
Certificates by the Owner is or will be to enable the transferor to impede the  
assessment or collection of tax, and that in making this representation, the  
Owner warrants that the Owner is familiar with Treasury Regulation 1.860E-1(c)  
and with the preamble to the adoption of amendments to that regulation as of  
July 19, 2002, attached hereto as Exhibit 1.  
  
10. That the Owner anticipates that it will, so long as it holds the Class R  
Certificates, have sufficient assets to pay any taxes owed by the holder of such  
Certificates, and hereby represents to and for the benefit of the person from  
whom it acquired the Class R Certificates that the Owner intends to pay taxes  
associated with holding such Certificates as they become due, fully  
understanding that it may incur tax liabilities in excess of any cash flows  
generated by the Class R Certificates. That the Owner has provided financial  
statements or other financial information requested by the transferor in  
connection with the transfer of the Class R Certificates to permit the  
transferor to assess the financial capability of the Owner to pay such taxes.  
  
11. That the Owner has no present knowledge or expectation that it will be  
unable to pay any United States taxes owed by it so long as any of the Class R  
Certificates remain outstanding.  
  
12. That the Owner has no present knowledge or expectation that it will become  
insolvent or subject to a bankruptcy proceeding for so long as any of the Class  
R Certificates remain outstanding.  
  
13. That the Owner is familiar with Treasury Regulation 1.860E-1(c) and with the  
preamble to the adoption of amendments to that regulation as of July 19, 2002,  
attached hereto as Exhibit 1, and that no purpose of the Owner relating to any  
sale of the Class R Certificates by the Owner will be to impede the assessment  
or collection of tax.  
  
14. The Owner is a citizen or resident of the United States, a corporation,  
partnership or other entity treated as a partnership or corporation for U.S.  
federal income tax purposes created or organized in, or under the laws of, the  
United States or any state thereof or the District of Columbia, or an estate or  
trust whose income from sources without the United States is includible in gross  
income for United States federal income tax purposes regardless of its  
connection with the conduct of a trade or business within the United States.  
15. The Owner hereby agrees that it will not cause income from the Class R  
Certificates to be attributable to a foreign permanent establishment or fixed  
base (within the meaning of an applicable income tax treaty) of the Owner or  
another United States taxpayer.  
  
16. The Owner hereby agrees to cooperate with the Company and to take any action  
required of it by the Code or Treasury regulations thereunder (whether now or  
hereafter promulgated) in order to create or maintain the REMIC status of REMIC  
I and REMIC II (the "REMICs").  
  
17. The Owner hereby agrees that it will not take any action that could endanger  
the REMIC status of the REMICs or result in the imposition of tax on the REMICs  
unless counsel for, or acceptable to, the Company has provided an opinion that  
such action will not result in the loss of such REMIC status or the imposition  
of such tax, as applicable.  
  
18. The Owner as transferee of the Class R Certificates has represented to the  
transferor that, if the Class R Certificates constitute a noneconomic residual  
interest, the Owner (i) understands that as holder of a noneconomic residual  
interest it may incur tax liabilities in excess of any cash flows generated by  
the interest, and (ii) intends to pay taxes associated with its holding of the  
Class R Certificates as they become due.  
  
 19. That the Owner satisfies the condition in the paragraph marked below [xxxx  
one paragraph only]:  
  
\_\_\_ The Owner is not an employee benefit or other plan subject to the prohibited  
transaction provisions of the Employee Retirement Income Security Act of 1974,  
as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (a  
"Plan"), or any other person (including an investment manager, a named fiduciary  
or a trustee of any Plan) acting, directly or indirectly, on behalf of, or  
purchasing the Class R Certificates with "plan assets" of, any Plan within the  
meaning of the Department of Labor ("DOL") regulation at 29 C.F.R. Section  
2510.3-101.  
  
\_\_\_ The Owner has delivered a Benefit Plan Opinion (as defined in Section 1.01  
of the Pooling Agreement under which the Class R Certificates were issued).  
  
IN WITNESS WHEREOF, the Owner has caused this instrument to be executed on its  
behalf, pursuant to the authority of its Board of Directors, by its [Title of  
Officer] and its corporate seal to be hereunto attached, attested by its  
[Assistant] Secretary, this day of , 20 \_\_ .  
  
 [Name of Owner]  
  
 By:  
 ------------------------  
 [Name of Officer]  
 [Title of Officer]  
  
  
[Corporate Seal]  
  
ATTEST:  
[Assistant] Secretary  
  
Personally appeared before me the above-named [Name of Officer], known or proved  
to me to be the same person who executed the foregoing instrument and to be the  
[Title of Officer] of the Owner, and Acknowledged to me that he executed the  
same as his free act and deed and the free act and deed of the Owner.  
  
Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
  
  
  
  
  
 NOTARY PUBLIC  
  
 COUNTY OF  
 STATE OF  
 My Commission expires the day  
 of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_  
 Exhibit 1 to Transferee Affidavit  
  
  
DEPARTMENT OF THE TREASURY  
Internal Revenue Service  
26 CFR Parts 1 and 602  
[TD 9004]  
RIN 1545-AW98  
  
Real Estate Mortgage Investment Conduits  
  
AGENCY: Internal Revenue Service (IRS), Treasury.  
  
ACTION: Final regulations.  
  
-----------------------------------------------------------------------  
  
SUMMARY: This document contains final regulations relating to safe harbor  
transfers of noneconomic residual interests in real estate mortgage investment  
conduits (REMICs). The final regulations provide additional limitations on the  
circumstances under which transferors may claim safe harbor treatment.  
  
DATES: Effective Date: These regulations are effective July 19, 2002.  
Applicability Date: For dates of applicability, see Sec. 1.860E-  
(1)(c)(10).  
  
FOR FURTHER INFORMATION CONTACT: Xxxxxxxx Xxxxxxxxxx at (000) 000-0000 (not a  
toll-free number).  
  
SUPPLEMENTARY INFORMATION:  
  
Paperwork Reduction Act  
  
The collection of information in this final rule has been reviewed and, pending  
receipt and evaluation of public comments, approved by the Office of Management  
and Budget (OMB) under 44 U.S.C. 3507 and assigned control number 1545-1675. The  
collection of information in this regulation is in Sec. 1.860E-1(c)(5)(ii). This  
information is required to enable the IRS to verify that a taxpayer is complying  
with the conditions of this regulation. The collection of information is  
mandatory and is required. Otherwise, the taxpayer will not receive the benefit  
of safe harbor treatment as provided in the regulation. The likely respondents  
are businesses and other for-profit institutions.  
  
Comments on the collection of information should be sent to the Office of  
Management and Budget, Attn: Desk Officer for the Department of the Treasury,  
Office of Information and Regulatory Affairs, Xxxxxxxxxx, XX, 00000, with copies  
to the Internal Revenue Service, Attn: IRS Reports Clearance Officer,  
W:CAR:MP:FP:S, Xxxxxxxxxx, XX 00000. Comments on the collection of information  
should be received by September 17, 2002. Comments are specifically requested  
concerning:  
Whether the collection of information is necessary for the proper performance of  
the functions of the Internal Revenue Service, including whether the information  
will have practical utility;  
  
The accuracy of the estimated burden associated with the collection  
of information (see below);  
  
How the quality, utility, and clarity of the information to be collected may be  
enhanced;  
  
How the burden of complying with the collection of information may be minimized,  
including through the application of automated collection techniques or other  
forms of information technology; and  
  
Estimates of capital or start-up costs and costs of operation, maintenance, and  
purchase of service to provide information.  
  
An agency may not conduct or sponsor, and a person is not required to respond  
to, a collection of information unless it displays a valid control number  
assigned by the Office of Management and Budget.  
  
The estimated total annual reporting burden is 470 hours, based on an estimated  
number of respondents of 470 and an estimated average annual burden hours per  
respondent of one hour.  
  
Books or records relating to a collection of information must be retained as  
long as their contents may become material in the administration of any internal  
revenue law. Generally, tax returns and tax return information are confidential,  
as required by 26 U.S.C. 6103.  
  
Background  
  
This document contains final regulations regarding the proposed amendments to 26  
CFR part 1 under section 860E of the Internal Revenue Code (Code). The  
regulations provide the circumstances under which a transferor of a noneconomic  
REMIC residual interest meeting the investigation and representation  
requirements may avail itself of the safe harbor by satisfying either the  
formula test or the asset test.  
  
Final regulations governing REMICs, issued in 1992, contain rules governing the  
transfer of noneconomic REMIC residual interests. In general, a transfer of a  
noneconomic residual interest is disregarded for all tax purposes if a  
significant purpose of the transfer is to enable the transferor to impede the  
assessment or collection of tax. A purpose to impede the assessment or  
collection of tax (a wrongful purpose) 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 REMIC's taxable income.  
Under a safe harbor, the transferor of a REMIC noneconomic residual interest is  
presumed not to have a wrongful purpose if two requirements are satisfied: (1)  
the transferor conducts a reasonable investigation of the transferee's financial  
condition (the investigation requirement); and (2) the transferor secures a  
representation from the transferee to the effect that the transferee understands  
the tax obligations associated with holding a residual interest and intends to  
pay those taxes (the representation requirement).  
  
The IRS and Treasury have been concerned that some transferors of noneconomic  
residual interests claim they satisfy the safe harbor even in situations where  
the economics of the transfer clearly indicate the transferee is unwilling or  
unable to pay the tax associated with holding the interest. For this reason, on  
February 7, 2000, the IRS published in the Federal Register (65 FR 5807) a  
notice of proposed rulemaking (REG-100276-97; REG-122450-98) designed to clarify  
the safe harbor by adding the "formula test," an economic test. The proposed  
regulation provides that the safe harbor is unavailable unless the present value  
of the anticipated tax liabilities associated with holding the residual interest  
does not exceed the sum of: (1) The present value of any consideration given to  
the transferee to acquire the interest; (2) the present value of the expected  
future distributions on the interest; and (3) the present value of the  
anticipated tax savings associated with holding the interest as the REMIC  
generates losses.  
  
The notice of proposed rulemaking also contained rules for FASITs. Section  
1.860H-6(g) of the proposed regulations provides requirements for transfers of  
FASIT ownership interests and adopts a safe harbor by reference to the safe  
harbor provisions of the REMIC regulations.  
  
In January 2001, the IRS published Rev. Proc. 2001-12 (2001-3 I.R.B. 335) to set  
forth an alternative safe harbor that taxpayers could use while the IRS and the  
Treasury considered comments on the proposed regulations. Under the alternative  
safe harbor, if a transferor meets the investigation requirement and the  
representation requirement but the transfer fails to meet the formula test, the  
transferor may invoke the safe harbor if the transferee meets a two-prong test  
(the asset test). A transferee generally meets the first prong of this test if,  
at the time of the transfer, and in each of the two years preceding the year of  
transfer, the transferee's gross assets exceed $100 million and its net assets  
exceed $10 million. A transferee generally meets the second prong of this test  
if it is a domestic, taxable corporation and agrees in writing not to transfer  
the interest to any person other than another domestic, taxable corporation that  
also satisfies the requirements of the asset test. A transferor cannot rely on  
the asset test if the transferor knows, or has reason to know, that the  
transferee will not comply with its written agreement to limit the restrictions  
on subsequent transfers of the residual interest.  
  
Rev. Proc. 2001-12 provides that the asset test fails to be satisfied in the  
case of a transfer or assignment of a noneconomic residual interest to a foreign  
branch of an otherwise eligible transferee. If such a transfer or assignment  
were permitted, a corporate taxpayer might seek to claim that the provisions of  
an applicable income tax treaty would resource excess inclusion income as  
foreign source income, and that, as a consequence, any U.S. tax liability  
attributable to the excess inclusion income could be offset by foreign tax  
credits. Such a claim would impede the assessment or collection of U.S. tax on  
excess inclusion income, contrary to the congressional purpose of assuring that  
such income will be taxable in all events. See, e.g., sections 860E(a)(1), (b),  
(e) and 860G(b) of the Code.  
  
The Treasury and the IRS have learned that certain taxpayers transferring  
noneconomic residual interests to foreign branches have attempted to rely on the  
formula test to obtain safe harbor treatment in an effort to impede the  
assessment or collection of U.S. tax on excess inclusion income. Accordingly,  
the final regulations provide that if a noneconomic residual interest is  
transferred to a foreign permanent establishment or fixed base of a U.S.  
taxpayer, the transfer is not eligible for safe harbor treatment under either  
the asset test or the formula test. The final regulations also require a  
transferee to represent that it will not cause income from the noneconomic  
residual interest to be attributable to a foreign permanent establishment or  
fixed base.  
  
Section 1.860E-1(c)(8) provides computational rules that a taxpayer may use to  
qualify for safe harbor status under the formula test. Section 1.860E-1(c)(8)(i)  
provides that the transferee is presumed to pay tax at a rate equal to the  
highest rate of tax specified in section 11(b). Some commentators were concerned  
that this presumed rate of taxation was too high because it does not take into  
consideration taxpayers subject to the alternative minimum tax rate. In light of  
the comments received, this provision has been amended in the final regulations  
to allow certain transferees that compute their taxable income using the  
alternative minimum tax rate to use the alternative minimum tax rate applicable  
to corporations.  
  
Additionally, Sec. 1.860E-1(c)(8)(iii) provides that the present values in the  
formula test are to be computed using a discount rate equal to the applicable  
Federal short-term rate prescribed by section 1274(d). This is a change from the  
proposed regulation and Rev. Proc. 2001-12. In those publications the provision  
stated that "present values are computed using a discount rate equal to the  
applicable Federal rate prescribed in section 1274(d) compounded semiannually"  
and that "[a] lower discount rate may be used if the transferee can demonstrate  
that it regularly borrows, in the course of its trade or business, substantial  
funds at such lower rate from an unrelated third party." The IRS and the  
Treasury Department have learned that, based on this provision, certain  
taxpayers have been attempting to use unrealistically low or zero interest rates  
to satisfy the formula test, frustrating the intent of the test. Furthermore,  
the Treasury Department and the IRS believe that a rule allowing for a rate  
other than a rate based on an objective index would add unnecessary complexity  
to the safe harbor. As a result, the rule in the proposed regulations that  
permits a transferee to use a lower discount rate, if the transferee can  
demonstrate that it regularly borrows substantial funds at such lower rate, is  
not included in the final regulations; and the Federal short-term rate has been  
substituted for the applicable Federal rate. To simplify taxpayers'  
computations, the final regulations allow use of any of the published short-term  
rates, provided that the present values are computed with a corresponding period  
of compounding. With the exception of the provisions relating to transfers to  
foreign branches, these changes generally have the proposed applicability date  
of February 4, 2000, but taxpayers may choose to apply the interest rate formula  
set forth in the proposed regulation and Rev. Proc. 2001-12 for transfers  
occurring before August 19, 2002.  
  
It is anticipated that when final regulations are adopted with respect to  
FASITs, Sec. 1.860H-6(g) of the proposed regulations will be adopted in  
substantially its present form, with the result that the final regulations  
contained in this document will also govern transfers of FASIT ownership  
interests with substantially the same applicability date as is contained in this  
document.  
  
Effect on Other Documents  
  
Rev. Proc. 2001-12 (2001-3 I.R.B. 335) is obsolete for transfers of noneconomic  
residual interests in REMICs occurring on or after August 19, 2002.  
  
Special Analyses  
  
It is hereby certified that these regulations will not have a significant  
economic impact on a substantial number of small entities. This certification is  
based on the fact that it is unlikely that a substantial number of small  
entities will hold REMIC residual interests. Therefore, a Regulatory Flexibility  
Analysis under the Regulatory Flexibility Act (5 U.S.C. chapter 6) is not  
required. It has been determined that this Treasury decision is not a  
significant regulatory action as defined in Executive Order 12866. Therefore, a  
regulatory assessment is not required. It also has been determined that sections  
553(b) and 553(d) of the Administrative Procedure Act (5 U.S.C. chapter 5) do  
not apply to these regulations.  
  
Drafting Information  
  
The principal author of these regulations is Xxxxxxxx Xxxxxxxxxx. However, other  
personnel from the IRS and Treasury Department participated in their  
development.  
  
List of Subjects  
  
26 CFR Part 1  
  
Income taxes, Reporting and record keeping requirements.  
  
26 CFR Part 602  
  
Reporting and record keeping requirements.  
  
Adoption of Amendments to the Regulations  
  
Accordingly, 26 CFR parts 1 and 602 are amended as follows:  
  
PART 1--INCOME TAXES  
  
Paragraph 1. The authority citation for part 1 continues to read in part as  
follows:  
  
 Authority: 26 U.S.C. 7805 \* \* \*  
 Exhibit K  
  
 [Reserved]  
 Exhibit L  
  
  
 [FORM OF RULE 144A INVESTMENT REPRESENTATION]  
  
 Description of Rule 144A Securities, including numbers:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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The undersigned seller, as registered holder (the "Seller"), intends to transfer  
the Rule 144A Securities described above to the undersigned buyer (the "Buyer").  
  
1. In connection with such transfer and in accordance with the agreements  
pursuant to which the Rule 144A Securities were issued, the Seller hereby  
certifies the following facts: Neither the Seller nor anyone acting on its  
behalf has offered, transferred, pledged, sold or otherwise disposed of the Rule  
144A Securities, any interest in the Rule 144A Securities or any other similar  
security to, or solicited any offer to buy or accept a transfer, pledge or other  
disposition of the Rule 144A Securities, any interest in the Rule 144A  
Securities or any other similar security from, or otherwise approached or  
negotiated with respect to the Rule 144A Securities, any interest in the Rule  
144A Securities or any other similar security with, any person in any manner, or  
made any general solicitation by means of general advertising or in any other  
manner, or taken any other action, that would constitute a distribution of the  
Rule 144A Securities under the Securities Act of 1933, as amended (the "1933  
Act"), or that would render the disposition of the Rule 144A Securities a  
violation of Section 5 of the 1933 Act or require registration pursuant thereto,  
and that the Seller has not offered the Rule 144A Securities to any person other  
than the Buyer or another "qualified institutional buyer" as defined in Rule  
144A under the 0000 Xxx.  
  
2. The Buyer warrants and represents to, and covenants with, the Seller, the  
Trustee, the Trust and the Master Servicer (as defined in Section 1.01 of the  
Pooling and Servicing Agreement (the "Agreement") dated as of June 1, 2004 among  
Washington Mutual Mortgage Securities Corp., as Depositor and Master Servicer,  
U.S. Bank National Association, as Trustee, and Christiana Bank & Trust Company,  
as Delaware trustee) pursuant to Section 5.01(f) of the Agreement, as follows:  
  
a. The Buyer understands that the Rule 144A Securities have not been registered  
under the 1933 Act or the securities laws of any state.  
  
b. The Buyer considers itself a substantial, sophisticated institutional  
investor having such knowledge and experience in financial and business matters  
that it is capable of evaluating the merits and risks of investment in the Rule  
144A Securities.  
  
c. The Buyer has received and reviewed the Private Placement Memorandum dated as  
of June 24, 2004 relating to the Rule 144A Securities and has been furnished  
with all information regarding the Rule 144A Securities that it has requested  
from the Seller, the Trustee, the Company or the Master Servicer.  
d. Neither the Buyer nor anyone acting on its behalf has offered, transferred,  
pledged, sold or otherwise disposed of the Rule 144A Securities, any interest in  
the Rule 144A Securities or any other similar security to, or solicited any  
offer to buy or accept a transfer, pledge or other disposition of the Rule 144A  
Securities, any interest in the Rule 144A Securities or any other similar  
security from, or otherwise approached or negotiated with respect to the Rule  
144A Securities, any interest in the Rule 144A Securities or any other similar  
security with, any person in any manner, or made any general solicitation by  
means of general advertising or in any other manner, or taken any other action,  
that would constitute a distribution of the Rule 144A Securities under the 1933  
Act or that would render the disposition of the Rule 144A Securities a violation  
of Section 5 of the 1933 Act or require registration pursuant thereto, nor will  
it act, nor has it authorized or will it authorize any person to act, in such  
manner with respect to the Rule 144A Securities.  
  
e. The Buyer is a "qualified institutional buyer" as that term is defined in  
Rule 144A under the 1933 Act and has (1) completed either of the forms of  
certification to that effect attached hereto as Annex 1 or Annex 2, or (2)  
obtained the waiver of the Company with respect to Annex 1 and Annex 2 pursuant  
to Section 5.01(f) of the Agreement. The Buyer is aware that the sale to it is  
being made in reliance on Rule 144A. The Buyer is acquiring the Rule 144A  
Securities for its own account or the accounts of other qualified institutional  
buyers, understands that such Rule 144A Securities may be resold, pledged or  
transferred only (i) to a person reasonably believed to be a qualified  
institutional buyer that purchases for its own account or for the account of a  
qualified institutional buyer to whom notice is given that the resale, pledge or  
transfer is being made in reliance on Rule 144A, or (ii) pursuant to another  
exemption from registration under the 1933 Act.  
  
f. The Buyer is not affiliated with (i) the Trustee or (ii) any Rating Agency  
that rated the Rule 144A Securities.  
  
g. If applicable, the Buyer has complied, and will continue to comply, with the  
guidelines established by Thrift Bulletin 13a issued April 23, 1998, by the  
Office of Regulatory Activities of the Federal Home Loan Bank System.  
  
3. This document may be executed in one or more counterparts and by the  
different parties hereto on separate counterparts, each of which, when so  
executed, shall be deemed to be an original; such counterparts, together, shall  
constitute one and the same document.  
  
  
IN WITNESS WHEREOF, each of the parties has executed this document as of the  
date set forth below.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name of Seller Print Name of Buyer  
  
  
By: By:  
Name: Name:  
Title: Title:  
Taxpayer Identification: Taxpayer Identification:  
No.: No.:  
Date: Date:  
 Annex 1 to Exhibit L  
  
 QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A  
  
 [For Buyers Other Than Registered Investment Companies]  
  
  
  
The undersigned hereby certifies as follows in connection with the Rule 144A  
Investment Representation to which this Certification is attached:  
  
1. As indicated below, the undersigned is the President, Chief Financial  
Officer, Senior Vice President or other executive officer of the Buyer.  
  
2. In connection with purchases by the Buyer, the Buyer is a "qualified  
institutional buyer" as that term is defined in Rule 144A under the Securities  
Act of 1933 ("Rule 144A") because (i) the Buyer owned and/or invested on a  
discretionary basis $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Buyer must own and/or invest on  
a discretionary basis at least $100,000,000 in securities unless the Buyer is a  
dealer, and, in that case, the Buyer must own and/or invest on a discretionary  
basis at least $10,000,000 in securities) in securities (except for the excluded  
securities referred to below) as of the end of the Buyer's most recent fiscal  
year (such amount being calculated in accordance with Rule 144A) and (ii) the  
Buyer satisfies the criteria in the category marked below.  
  
\_\_\_ Corporation, etc. The Buyer is a corporation (other than a bank, savings and  
loan association or similar institution), Massachusetts or similar business  
trust, partnership, or charitable organization described in Section 501(c)(3) of  
the Internal Revenue Code.  
  
\_\_\_ Bank. The Buyer (a) is a national bank or banking institution organized  
under the laws of any State, territory or the District of Columbia, the business  
of which is substantially confined to banking and is supervised by the State or  
territorial banking commission or similar official or is a foreign bank or  
equivalent institution, and (b) has an audited net worth of at least $25,000,000  
as demonstrated in its latest annual financial statements, a copy of which is  
attached hereto.  
  
\_\_\_ Savings and Loan. The Buyer (a) is a savings and loan association, building  
and loan association, cooperative bank, homestead association or similar  
institution, which is supervised and examined by a State or Federal authority  
having supervision over any such institutions or is a foreign savings and loan  
association or equivalent institution and (b) has an audited net worth of at  
least $25,000,000 as demonstrated in its latest annual financial statements.  
  
\_\_\_ Broker-Dealer. The Buyer is a dealer registered pursuant to Section 15 of  
the Securities Exchange Act of 1934.  
  
\_\_\_ Insurance Company. The Buyer is an insurance company whose primary and  
predominant business activity is the writing of insurance or the reinsuring of  
risks underwritten by insurance companies and which is subject to supervision by  
the insurance commissioner or a similar official or agency of a State or  
territory or the District of Columbia.  
  
\_\_\_ State or Local Plan. The Buyer is a plan established and maintained by a  
State, its political subdivisions, or any agency or instrumentality of the State  
or its political subdivisions, for the benefit of its employees.  
  
 L-1-1  
\_\_\_ ERISA Plan. The Buyer is an employee benefit plan within the meaning of  
Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended  
("ERISA") and is subject to the fiduciary responsibility provisions of ERISA.  
  
\_\_\_ Investment Adviser. The Buyer is an investment adviser registered under the  
Investment Advisers Act of 1940.  
  
\_\_\_ SBIC. The Buyer is a Small Business Investment Company licensed by the U.S.  
Small Business Administration under Section 301(c) or (d) of the Small Business  
Investment Act of 1958.  
  
\_\_\_ Business Development Company. The Buyer is a business development company as  
defined in Section 202(a)(22) of the Investment Advisers Act of 1940.  
  
\_\_\_ Trust Fund. The Buyer is a trust fund whose trustee is a bank or trust  
company and whose participants are exclusively (a) plans established and  
maintained by a State, its political subdivisions, or any agency or  
instrumentality of the State or its political subdivisions, for the benefit of  
its employees, or (b) employee benefit plans within the meaning of Title I of  
the Employee Retirement Income Security Act of 1974, but is not a trust fund  
that includes as participants individual retirement accounts or H.R. 10 plans.  
  
3. The term "securities" as used herein does not include (i) securities of  
issuers that are affiliated with the Buyer, (ii) securities that are part of an  
unsold allotment to or subscription by the Buyer, if the Buyer is a dealer,  
(iii) bank deposit notes and certificates of deposit, (iv) loan participations,  
(v) repurchase agreements, (vi) securities owned but subject to a repurchase  
agreement and (vii) currency, interest rate and commodity swaps.  
  
4. For purposes of determining the aggregate amount of securities owned and/or  
invested on a discretionary basis by the Buyer, the Buyer used the cost of such  
securities to the Buyer and did not include any of the securities referred to in  
the preceding paragraph. Further, in determining such aggregate amount, the  
Buyer may have included securities owned by subsidiaries of the Buyer, but only  
if such subsidiaries are consolidated with the Buyer in its financial statements  
prepared in accordance with generally accepted accounting principles and if the  
investments of such subsidiaries are managed under the Buyer's direction.  
However, such securities were not included if the Buyer is a majority-owned,  
consolidated subsidiary of another enterprise and the Buyer is not itself a  
reporting company under the Securities Exchange Act of 1934.  
  
5. The Buyer acknowledges that it is familiar with Rule 144A and understands  
that the seller to it and other parties related to the Certificates are relying  
and will continue to rely on the statements made herein because one or more  
sales to the Buyer may be in reliance on Rule 144A.  
  
 L-1-2  
 Will the Buyer be purchasing the Rule 144A  
 \_\_\_\_ \_\_\_\_\_  
 Yes No Securities only for the Buyer's own account?  
  
6. If the answer to the foregoing question is "no", the Buyer agrees that, in  
connection with any purchase of securities sold to the Buyer for the account of  
a third party (including any separate account) in reliance on Rule 144A, the  
Buyer will only purchase for the account of a third party that at the time is a  
"qualified institutional buyer" within the meaning of Rule 144A. In addition,  
the Buyer agrees that the Buyer will not purchase securities for a third party  
unless the Buyer has obtained a current representation letter from such third  
party or taken other appropriate steps contemplated by Rule 144A to conclude  
that such third party independently meets the definition of "qualified  
institutional buyer" set forth in Rule 144A.  
  
7. The Buyer will notify each of the parties to which this certification is made  
of any changes in the information and conclusions herein. Until such notice is  
given, the Buyer's purchase of Rule 144A Securities will constitute a  
reaffirmation of this certification as of the date of such purchase.  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Print Name of Buyer  
  
  
 By:  
 Name:  
 Title:  
  
 Date:  
  
  
 L-1-3  
 ANNEX 2 TO EXHIBIT L  
  
 QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A  
  
 [For Buyers That Are Registered Investment Companies]  
  
  
  
The undersigned hereby certifies as follows in connection with the Rule 144A  
Investment Representation to which this Certification is attached:  
  
1. As indicated below, the undersigned is the President, Chief Financial Officer  
or Senior Vice President of the Buyer or, if the Buyer is a "qualified  
institutional buyer" as that term is defined in Rule 144A under the Securities  
Act of 1933 ("Rule 144A") because Buyer is part of a Family of Investment  
Companies (as defined below), is such an officer of the Adviser.  
  
2. In connection with purchases by Buyer, the Buyer is a "qualified  
institutional buyer" as defined in SEC Rule 144A because (i) the Buyer is an  
investment company registered under the Investment Company Act of 1940, and (ii)  
as marked below, the Buyer alone, or the Buyer's Family of Investment Companies,  
owned at least $100,000,000 in securities (other than the excluded securities  
referred to below) as of the end of the Buyer's most recent fiscal year. For  
purposes of determining the amount of securities owned by the Buyer or the  
Buyer's Family of Investment Companies, the cost of such securities was used.  
  
\_\_\_\_ The Buyer owned $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in securities (other than the excluded  
securities referred to below) as of the end of the Buyer's most recent fiscal  
year (such amount being calculated in accordance with Rule 144A).  
  
\_\_\_\_ The Buyer is part of a Family of Investment Companies which owned in the  
aggregate $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in securities (other than the excluded securities  
referred to below) as of the end of the Buyer's most recent fiscal year (such  
amount being calculated in accordance with Rule 144A).  
  
3. The term "Family of Investment Companies" as used herein means two or more  
registered investment companies (or series thereof) that have the same  
investment adviser or investment advisers that are affiliated (by virtue of  
being majority owned subsidiaries of the same parent or because one investment  
adviser is a majority owned subsidiary of the other).  
  
4. The term "securities" as used herein does not include (i) securities of  
issuers that are affiliated with the Buyer or are part of the Buyer's Family of  
Investment Companies, (ii) bank deposit notes and certificates of deposit, (iii)  
loan participations, (iv) repurchase agreements, (v) securities owned but  
subject to a repurchase agreement and (vi) currency, interest rate and commodity  
swaps.  
  
5. The Buyer is familiar with Rule 144A and understands that each of the parties  
to which this certification is made are relying and will continue to rely on the  
statements made herein because one or more sales to the Buyer will be in  
reliance on Rule 144A. In addition, the Buyer will only purchase for the Buyer's  
own account.  
  
6. The undersigned will notify each of the parties to which this certification  
is made of any changes in the information and conclusions herein. Until such  
notice, the Buyer's purchase of Rule 144A Securities will constitute a  
  
  
 L-2-1  
reaffirmation of this certification by the undersigned as of the date of such  
purchase.  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Print Name of Buyer  
  
  
 By:  
 Name:  
 Title:  
  
 Date:  
  
  
 IF AN ADVISER:  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Print Name of Buyer  
  
  
 By:  
 Name:  
 Title:  
  
 Date:  
  
(SEAL)  
  
 L-2-2  
 Exhibit M  
  
  
  
  
[Date]  
  
[Company]  
  
Re: Pooling and Servicing Agreement dated as of June 1, 2004 by and among  
 Washington Mutual Mortgage Securities Corp., as Depositor and Master  
 Servicer, U.S. Bank National Association, as Trustee, and Christiana Bank &  
 Trust Company, as Delaware trustee, relating to Washington Mutual Mortgage  
 Securities Corp. WaMu Mortgage Pass-Through Certificates, Series 2004-S3  
  
Ladies and Gentlemen:  
  
In accordance with Section 2.07 of the above-captioned Pooling and Servicing  
Agreement, the undersigned, as [Trustee] [Initial Custodian], hereby certifies  
that, except as noted on the attachment hereto, as to each Mortgage Loan listed  
in the Mortgage Loan Schedule (other than any Mortgage Loan paid in full or  
listed on the attachment hereto) it has reviewed the documents delivered to it  
pursuant to Section 2.04 of the Pooling and Servicing Agreement and has  
determined that (i) all documents required (in the case of instruments described  
in clauses (X)(iv) and (Y)(ix) of the definition of "Mortgage File," known by it  
to be required) pursuant to the definition of "Mortgage File" and Section 2.05  
of the Pooling and Servicing Agreement to have been executed and received as of  
the date hereof are in its possession and (ii) all such documents have been  
executed and relate to the Mortgage Loans identified in the Mortgage Loan  
Schedule. The [Trustee] [Initial Custodian] has made no independent examination  
of such documents beyond the review specifically required in the above  
referenced Pooling and Servicing Agreement and has relied upon the purported  
genuineness and due execution of any such documents and upon the purported  
genuineness of any signature thereon. The [Trustee] [Initial Custodian] makes no  
representations as to: (i) the validity, legality, enforceability or genuineness  
of any of the documents contained in each Mortgage File or any of the Mortgage  
Loans identified on the Mortgage Loan Schedule, or (ii) the collectability,  
insurability, effectiveness or suitability of any such Mortgage Loan.  
  
Capitalized words and phrases used herein shall have the respective meanings  
assigned to them in the above-captioned Pooling and Servicing Agreement.  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 as [Trustee] [Initial Custodian]  
  
  
 By:  
 --------------------------------------  
 Name:  
 Title:  
 EXHIBIT N  
  
 BENEFIT PLAN AFFIDAVIT  
  
U.S. Bank National Association, as Trustee (the "Trustee") Xxx Xxxxxxx Xxxxxx,  
Xxxxx Xxxxx  
Xxxxxx, XX 00000  
Attn: Corporate Trust Department, Washington Mutual 2004-S3  
  
Washington Mutual Mortgage Securities Corp. ("Washington Mutual")  
00 Xxxxx Xxxxxxx Xxxxx  
Xxxxxx Xxxxx, XX 00000  
  
RE: CLASS [B-4] [B-5] [B-6] CERTIFICATES (THE "PURCHASED CERTIFICATES") ISSUED  
BY WaMu MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-S3 TRUST (THE "TRUST")  
  
Under penalties of perjury, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, declare that, to the best  
of my knowledge and belief, the following representations are true, correct and  
complete; and  
  
1. That I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Purchaser"), whose  
taxpayer identification number is \_\_\_\_\_\_\_\_\_\_\_, and on behalf of which I have the  
authority to make this affidavit.  
  
2. That the Purchaser is acquiring a Purchased Certificate representing an  
interest in the assets of the Trust.  
  
3. That the Purchaser satisfies the condition in the paragraph marked below  
[xxxx one paragraph only]:  
  
\_\_\_ The Purchaser is not an employee benefit plan or other plan subject to the  
prohibited transaction provisions of the Employee Retirement Income Security Act  
of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as  
amended (a "Plan"), or any other person (including an investment manager, a  
named fiduciary or a trustee of any Plan) acting, directly or indirectly, on  
behalf of, or purchasing any of the Purchased Certificates with "plan assets"  
of, any Plan within the meaning of the Department of Labor ("DOL") regulation at  
29 C.F.R. Section 2510.3-101.  
  
\_\_\_ The Purchaser is an insurance company, the source of funds to be used by it  
to acquire or hold the Purchased Certificate is an "insurance company general  
account" (within the meaning of DOL Prohibited Transaction Class Exemption  
("PTCE") 95-60), and the conditions in Sections I and III of PTCE 95-60 have  
been satisfied.  
  
\_\_\_ The Purchaser has delivered to Washington Mutual and the Trustee a Benefit  
Plan Opinion (as defined in Section 1.01 of the Pooling and Servicing Agreement,  
dated as of June 1, 2004, by and among Washington Mutual, the Trustee and the  
Delaware Trustee thereunder, and relating to the Trust).  
  
  
 N-1  
IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed  
on its behalf, by its duly authorized officer this \_\_\_\_\_ day of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
  
[Purchaser]  
  
By:  
 ---------------------  
 Its:  
  
  
 N-2  
Personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known or proved to me to  
be the same person who executed the foregoing instrument and to be a  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser, and acknowledged to me that (s)he executed  
the same as his/her free act and deed and as the free act and deed of the  
Purchaser.  
  
SUBSCRIBED and SWORN to before me this day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
  
  
 Notary Public  
  
  
  
 N-3  
 Exhibit O  
  
 BENEFIT PLAN AFFIDAVIT  
  
U.S. Bank National Association, as Trustee (the "Trustee") Xxx Xxxxxxx Xxxxxx,  
Xxxxx Xxxxx  
Xxxxxx, XX 00000  
Attn: Corporate Trust Department, Washington Mutual 2004-S3  
  
Washington Mutual Mortgage Securities Corp. ("Washington Mutual")  
00 Xxxxx Xxxxxxx Xxxxx  
Xxxxxx Xxxxx, XX 00000  
  
RE: CLASS [B-1] [B-2] [B-3] CERTIFICATES (THE "PURCHASED CERTIFICATES") ISSUED  
BY WaMu MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-S3 TRUST (THE "TRUST")  
  
Under penalties of perjury, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, declare that, to the best  
of my knowledge and belief, the following representations are true, correct and  
complete; and  
  
1. That I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Purchaser"), whose  
taxpayer identification number is \_\_\_\_\_\_\_\_\_\_\_, and on behalf of which I have the  
authority to make this affidavit.  
  
2. That the Purchaser is acquiring a Purchased Certificate representing an  
interest in the assets of the Trust.  
  
3. That the Purchaser satisfies the condition in the paragraph marked below  
[xxxx one paragraph only]:  
  
\_\_\_ The Purchaser is not an employee benefit or other plan subject to the  
prohibited transaction provisions of the Employee Retirement Income Security Act  
of 1974, as amended ("ERISA"), or Section 4975 of the Internal Revenue Code of  
1986, as amended (a "Plan"), or any other person (including an investment  
manager, a named fiduciary or a trustee of any such Plan) acting, directly or  
indirectly, on behalf of or purchasing the Purchased Certificate with "plan  
assets" of, any Plan within the meaning of the Department of Labor ("DOL")  
regulation at 29 C.F.R. Section 2510.3-101.  
  
\_\_\_ The Purchaser is an insurance company, the source of funds to be used by it  
to acquire or hold the Purchased Certificate is an "insurance company general  
account" (within the meaning of DOL Prohibited Transaction Class Exemption  
("PTCE") 95-60), and the conditions in Sections I and III of PTCE 95-60 have  
been satisfied.  
  
\_\_\_ The Purchased Certificate was rated "BBB-" or better (or its equivalent) by  
at least one of the Rating Agencies (as defined in Section 1.01 of the Pooling  
and Servicing Agreement (the "the Pooling and Servicing Agreement"), dated as of  
June 1, 2004, by and among Washington Mutual, the Trustee and the Delaware  
Trustee thereunder, and relating to the Trust) at the time of Purchaser's  
acquisition of the Purchased Certificate (or interest therein).  
  
\_\_\_ The Purchaser has delivered to Washington Mutual and the Trustee a Benefit  
Plan Opinion (as defined in Section 1.01 of the Pooling and Servicing  
Agreement).  
  
  
 O-1  
IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed  
on its behalf, by its duly authorized officer this \_\_\_\_\_ day of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
  
[Purchaser]  
  
By:  
 -----  
 Its:  
  
 O-2  
Personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known or proved to me to  
be the same person who executed the foregoing instrument and to be a  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser, and acknowledged to me that (s)he executed  
the same as his/her free act and deed and as the free act and deed of the  
Purchaser.  
  
SUBSCRIBED and SWORN to before me this day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.  
  
  
 Notary Public  
  
  
  
  
 O-3  
 Exhibit P  
  
  
  
 ANTI-PREDATORY LENDING CATEGORIZATION  
  
I. High-Cost Loan Categorization  
  
 Category under Applicable Anti-  
 State/Jurisdiction Predatory Lending Law  
 --------------------------------------------- -------------------------------------------------  
 Arkansas High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Cleveland Heights, OH Covered Loan  
 --------------------------------------------- -------------------------------------------------  
 Colorado Covered Loan  
 --------------------------------------------- -------------------------------------------------  
 Connecticut High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 District of Columbia Covered Loan  
 --------------------------------------------- -------------------------------------------------  
 Florida High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Georgia (Oct 1, 2002 - Mar 6, 2003) High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Georgia as amended (Mar 7, 2003 - current) High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 HOEPA Section 32 High Cost Loan  
 --------------------------------------------- -------------------------------------------------  
 Illinois High Risk Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Kansas High Loan to Value Consumer Loan and;  
 High APR Consumer Loan  
 --------------------------------------------- -------------------------------------------------  
 Kentucky High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Los Angeles, CA High Cost Refinance Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Maine High Rate High Fee Mortgage  
 --------------------------------------------- -------------------------------------------------  
 Massachusetts High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Nevada Home Loan  
 --------------------------------------------- -------------------------------------------------  
 New Jersey High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 New York High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 New Mexico High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 North Carolina High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Oakland, CA High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 Ohio Covered Loan  
 --------------------------------------------- -------------------------------------------------  
 Oklahoma Subsection 10 Mortgage  
 --------------------------------------------- -------------------------------------------------  
 South Carolina High Cost Home Loan  
 --------------------------------------------- -------------------------------------------------  
 West Virginia West Virginia Mortgage Loan Act Loan  
  
  
  
II. Covered Loan Categorization  
 Category under Applicable Anti-  
 State/Jurisdiction Predatory Lending Law  
 --------------------------------------------- -------------------------------------------------  
 Georgia (Oct 1, 2002 - Mar 6, 2003) Covered Loan  
 --------------------------------------------- -------------------------------------------------  
 New Jersey Covered Home Loan  
 --------------------------------------------- -------------------------------------------------