
**APPENDIX IV-26
GINNIE MAE II**

**ADJUSTABLE RATE
MORTGAGE-BACKED CERTIFICATE
GUARANTEED BY
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION**

CERTIFICATE NO. _____

Issue Date _____ Initial Certificate Principal Amount _____

Index Type _____ Pool No./Mortgage Type _____

Initial Aggregate Principal Amount of Pool _____

Initial Interest Rate _____ Maturity Date _____

Security Margin _____ Frequency of Adjustment _____

Security Payment Adjustment Date _____

THE ISSUER, NAMED OR REFERRED TO WITHIN, PROMISES TO PAY TO THE ORDER OF: _____
Holder's Taxpayer Identification No. _____

(the "Holder"), or registered assigns, the Certificate Principal Amount defined on the reverse hereof, and to pay interest in the manner provided for herein on portions thereof outstanding from time to time at the Interest Rate defined on the reverse hereof, in monthly installments, which may be changed as set forth below. (If securities backed by the above referenced pool have more than one Issuer, then the term "Issuer," as used herein, shall be deemed to be used in the plural.) All monthly installments shall be for application first to interest at the Interest Rate and then in reduction of principal balance then outstanding, and shall continue until payment in full of the Certificate Principal Amount, and of all interest accruing thereon. All payments to the Holder hereunder shall be made on behalf of the Issuer by a duly authorized Central Paying and Transfer Agent.

This Certificate is issued in accordance with a prospectus providing more specific information concerning attributes of this security, and the Holder by virtue of its acceptance of this Certificate agrees to the terms of such prospectus.

If the term "Multiple Issuers" appears in the blank labeled "Issuer" below, then the provisions relating to Multiple Issuer pools on the reverse hereof shall be applicable. Multiple Issuer pools are also distinguished from custom pools (having one Issuer) by the suffix "M" or "C", respectively, appearing as the third to last character in the pool number and certificate number. The term "Issuer" as used herein includes any respective successor(s) thereto.

The mortgages backing this Certificate are adjustable rate mortgages and are identified by the suffix appearing as the last two characters in the pool number and certificate number set forth above. The suffixes are defined on the reverse hereof and the mortgage types are more fully described in the prospectus relating to this issue.

FURTHER, THE ISSUER CERTIFIES: That this Certificate, and each of the like securities composing the entire issue of which it is part, is proportionately based on and backed by all the mortgages contributed to the pool by the Issuer and identified collectively in the records of the Government National Mortgage Association (“Ginnie Mae”, including any successor thereto) by the pool number as set forth above; that all such mortgages are insured or guaranteed under the National Housing Act, Title V of the Housing Act of 1949, or under Chapter 37 of Title 38, United States Code; that with respect to this Certificate, the base and backing is in the proportion that the Initial Certificate Principal Amount bears to the Initial Aggregate Principal Amount of the pool as set forth above, the latter being equal to the aggregate of the principal amounts of like securities composing the entire issue of which this Certificate is part, and being equal to the aggregate of the principal amounts outstanding on the mortgages composing such pool; and that the Holder is the owner of an undivided beneficial interest in the pool, in the foregoing proportion.

Each monthly installment also shall be subject to change to reflect any prepayments or other early or unscheduled recoveries of principal, received from time to time, under or consistent with the provisions of the mortgages composing the pool. However, the Issuer shall, through the Central Paying and Transfer Agent, pay to the Holder, whether or not collected by the respective Issuer, and shall remit as set forth below, monthly payments of not less than the amounts of principal coming due monthly on the mortgages and apportioned to the Holder by reason of the aforesaid base and backing, together with any apportioned prepayments or other early recoveries of principal, and interest at the Interest Rate.

The Issuer, through the Central Paying and Transfer Agent, shall remit, to the Holder in whose name this Certificate is registered on the last day of the month immediately preceding the month of the respective payment, all monthly payments required under this Certificate by the twentieth (20th) day of each calendar month (or, if the twentieth (20th) day is not a business day, payment shall be remitted the next business day), commencing with the first month after the month in which the Issue Date hereof occurs. Thereafter, the Issuer, through the Central Paying and Transfer Agent, shall continue to make such payments until payment in full of all amounts owing under this Certificate have been made. To the extent payment by check is authorized, payment shall be remitted in all cases by the twentieth (20th) day of each calendar month. Notwithstanding the foregoing, final payment shall be made only upon surrender of this Certificate.

The Central Paying and Transfer Agent indicated below has been duly authorized by Ginnie Mae and the Issuer to countersign the within Guaranty on behalf of Ginnie Mae, and to maintain a register of all Holders of and transfers of this Certificate (the “Certificate Register”).

This Certificate is freely and fully transferable and assignable, but only on the Certificate Register maintained by Ginnie Mae’s designated Central Paying and Transfer Agent. The Holder or its duly authorized representative may transfer ownership or obtain the denominational exchange of this Certificate on the Certificate Register upon surrender of this Certificate to the Central Paying and Transfer Agent, through the mail, if the Certificate is duly endorsed by the Holder using the form of assignment on the reverse hereof, or any other written instrument of transfer acceptable to Ginnie Mae. A service charge in an amount determined by Ginnie Mae shall be imposed for any registration of transfer

or denominational exchange of this Certificate, and payment sufficient to cover any tax or governmental charge in connection therewith also may be required.

Except as herein undertaken, this Certificate does not constitute a liability of nor evidence any recourse against the Issuer since it is based on and backed by the mortgages composing the above-referenced pool, and since recourse may be had to Ginnie Mae in the event of any failure of timely payment, as provided for in the Guaranty below.

It is certified that this Certificate and the within Guaranty, when executed by the manual or facsimile signature of an authorized officer of GNMA, and countersigned on behalf of GNMA by the signature of an authorized officer of the Central Paying and Transfer Agent, are legal and regular in all respects, and are duly and validly issued pursuant to Title III of the National Housing Act. It is further certified that no rule, regulation, or other like issuance, and no contract or other agreement of either GNMA or the Issuer, or of both, adversely affects the right of the Holder to receive timely payments as provided under the terms of this Certificate.

GUARANTY: The undersigned, pursuant to Section 306(g) of the National Housing Act, hereby guarantees to the registered Holder hereof the timely payment of the principal and interest set forth in the above instrument, subject only to the terms and conditions thereof. The full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under this guaranty.

ISSUER

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

ATTEST:

Secretary

President

Dated: _____

This Certificate is not valid unless countersigned.

Countersigned and Registered:

_____,
Central Paying and Transfer Agent

By _____

Authorized Signature

[REVERSE SIDE]

MULTIPLE ISSUER POOLS

If the term “Multiple Issuers” appears in the blank labeled “Issuer” on the face hereof, then the following provisions apply. The Issuers, collectively, are each of the financial institutions which are identified in the records of Ginnie Mae and the Central Paying and Transfer Agent as participating Issuers in the within referred pool. The identity of each Issuer, and the respective portions contributed by each Issuer of the Initial Aggregate Principal Amount of the mortgages upon which this Certificate is based and backed, are indicated in the prospectus relating to this Certificate. The undivided proportional beneficial interest in the pool which this certificate represents relates to all of the mortgages in the pool and not solely to the mortgages contributed by any one of the Issuers. While each Issuer has undertaken to service and perform other functions with respect to the portion of the mortgages contributed to the pool by that respective Issuer, no participating Issuer is responsible for performing such functions with respect to the portion of the mortgages contributed to the pool by any other participating Issuer, or for any acts or omissions of any other participating Issuer.

DEFINITIONS

“Interest Rate” means the Initial Interest Rate and any subsequent adjusted interest rates calculated in accordance with provisions of this Certificate and the Prospectus for this issue.

“Interest Rate Adjustment” means the interest rate is adjusted by adding an amount at least 25, but not more than 75, basis points greater than the securities margin to an interest rate index. For pools issued prior to July 1, 2003, the interest rate is adjusted by adding an amount of at least 50, but not more than 150, basis points greater than the security margin to the interest rate index. The interest rate index is either the one-year CMT or the one-year LIBOR.

“Certificate Principal Amount” means the Initial Certificate Principal Amount and any subsequent adjusted principal amounts calculated in accordance with the provisions of this Certificate and the Prospectus for this issue.

“LIBOR” - The London Interbank Offered Rate (“LIBOR”) is the average of interbank offered rates for one-year United States dollar-denominated deposits, as calculated by the British Bankers’ Association (BBA) and published in the Money Rates Section of *The Wall Street Journal*.

“CMT” – The Constant Maturity Treasury (CMT) is the weekly average yield of United States Treasury securities, adjusted to a constant maturity of one year. This index is published in the Federal Reserve Statistical Release H.15, Selected Interest Rates.

POOL NUMBER AND CERTIFICATE NUMBER SUFFIXES
(as third from last character)

C — Custom pool (one Issuer)

M — Multiple Issuer pool

(As last two characters:)

CMT Pool Types:

AR – One Year adjustable rate security. Initial security interest adjustment date must occur no sooner than 13 months, and no later than 15 months, after the issue date of the pool. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year’s rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

AQ – One Year adjustable rate security. Initial security interest adjustment date must occur exactly 12 months after the issue date, which must be on January 1, April 1, July 1, or October 1. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year’s rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

AT – Three Year hybrid adjustable rate security. Initial security interest adjustment date must occur no sooner than 37 months, and no later than 39 months, after the issue date of the pool, and annually thereafter. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year’s rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

AF – Five Year hybrid adjustable rate security. Initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the issue date of the pool, and annually thereafter. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year’s rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

FT – Five Year hybrid adjustable rate security. Initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the issue date of the pool, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year’s rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.

AS – Seven Year hybrid adjustable rate security. Initial security interest adjustment date must occur no sooner than 85 months, and no later than 87 months, after the issue date of the pool, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year’s rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.

AX – Ten Year hybrid adjustable rate security. Initial security interest adjustment date must occur no sooner than 121 months, and no later than 123 months, after the issue date of the pool, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year’s rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.

LIBOR Pool Types

RL – One-year adjustable rate security. For a Custom pool, the initial security interest adjustment date must occur from one to 15 months after the issue date of the pool. For a Multiple Issuer pool or loan package, the initial security interest adjustment date must occur from 13 to 15 months after the issue date of the pool. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year's rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

QL – One-year adjustable rate security. The designation for a type of Multiple Issuer pool or loan package. Initial security interest adjustment date must occur exactly 12 months after the issue date, which must be on January 1, April 1, July 1 or October 1. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year's rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

TL – Three-year hybrid adjustable rate security. For Multiple Issuer pools, the initial security interest adjustment date must occur no sooner than 37 months, and no later than 39 months, after the issue date of the pool and annually thereafter. For Custom pools, the initial security interest adjustment date must occur no sooner than 37 months, and no later than 39 months, after the first mortgage payment date, and annually thereafter. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year's rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

FL – Five-year hybrid adjustable rate security. For Multiple Issuer pools, the initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the issue date of the pool, and annually thereafter. For Custom pools, the initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the first mortgage payment date, and annually thereafter. The adjusted interest rate may not be more than one percentage point higher or lower than the prior year's rate or more than five percentage points higher or lower than the initial interest rate on the mortgage.

FB - Five-year hybrid adjustable rate security. For Multiple Issuer pools, the initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the issue date of the pool, and annually thereafter. For Custom pools, the initial security interest adjustment date must occur no sooner than 61 months, and no later than 63 months, after the first mortgage payment date, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year's rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.

SL – Seven-year hybrid adjustable rate security. For Multiple Issuer pools, the initial security interest adjustment date must occur no sooner than 85 months, and no later than 87 months, after the issue date of the pool, and annually thereafter. For Custom pools, the initial security interest adjustment date must occur no sooner than 85 months, and no later than 87 months, after the first mortgage payment date, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year's rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.

XL – Ten-year hybrid adjustable rate security. For Multiple Issuer pools, the initial security interest adjustment date must occur no sooner than 121 months, and no later than 123 months, after the issue date of the pool, and annually thereafter. For Custom pools, the initial security interest adjustment date must

occur no sooner than 121 months, and no later than 123 months, after the first mortgage payment date, and annually thereafter. The adjusted interest rate may not be more than two percentage points higher or lower than the prior year's rate or more than six percentage points higher or lower than the initial interest rate on the mortgage.