UCC-1 Form

CONTACT INFORMATION

Contact name: CSC Street #1: 801 STEVENSON DRIVE City: SPRINGFIELD State: IL ZIP: 62703 Country: USA Notification Method: E-Mail Email: filingdept@cscinfo.com

DEBTOR INFORMATION

Org. Name: DEXTER CREDIT UNION Org. Type: PROFESSIONAL CORP Jurisdiction: RI Org. ID: 40918 Mailing Address1: 934 DEXTER STREET City: CENTRAL FALLS State: RI ZIP: 02863 Country: USA

SECURED PARTY INFORMATION

Org. Name: FANNIE MAE Mailing Address1: 3900 WISCONSIN AVENUE, N.W. City: WASHINGTON State: DC ZIP: 20016-2892 Country: USA

TRANSACTION TYPE: STANDARD

COLLATERAL

The collateral (the "Collateral") that is the subject of this Financing Statement is as follows:

(i) all those Loans that Debtor ("Lender") has assigned, transferred, and/or sold (collectively "transferred", "transfers", or "transfer" as appropriate) previously to Secured Party ("Fannie Mae"), and

(ii) all those Loans that Lender transfers to Fannie Mae in the future.

However, any such Loan ceases to be Collateral effective if and when Fannie Mae transfers such Loan to Lender, or to any entity that is currently servicing such Loan for Fannie Mae or that previously serviced such Loan for Fannie Mae.

Loans are defined as follows:

(i) promissory notes (and participations in promissory notes), including promissory notes secured by residential real estate and/or personal property, (ii) all associated documents, files, and records that are reasonably required to originate and subsequently service the loans evidenced by such promissory notes, and

(iii) all associated rights in mortgages, deeds of trust, security deeds, security agreements, or other security devices that secure any of the promissory notes (or participations).

The transactions in which the Collateral has been (or will be) transferred to Fannie Mae are referred to herein collectively as "the Transactions." The Transactions include both those in which Lender receives cash, and those in which Lender receives mortgage-backed securities, from Fannie Mae at the conclusion of the Transaction.

Lender and Fannie Mae both intend that all of the Transactions are and will be true, absolute, and unconditional sales by Lender to Fannie Mae of all of Lender's right, title, and interest in Collateral, and not pledges of such Collateral by Lender to Fannie Mae. If, however, notwithstanding that intent of the parties, a court or other appropriate forum shall ever finally hold that the Collateral (or any portion thereof) is still the property of the Lender, then it is the intent of the parties that Lender's right, title and interest in subject to a security interest (granted by Lender to Fannie Mae at the time of transfer) in all of Lender's right, title and interest in such Collateral that is still the property of the Lender, to secure payment or performance of all of Lender's obligations relating to, or arising under, the Transactions and/or under any commitments, contracts, or other agreements applicable to the Transactions, including the payment of principal, interest, and other sums due to Fannie Mae. This filing is to perfect the security interest that is described herein and, for purposes of Section 9-322 of the Uniform Commercial Code, this filing is effective as of its filing date.