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COLLATERAL TRUST INDENTURE

THIS COLLATERAL TRUST INDENTURE (this collateral trust indenture, together with any and all amendments hereto from time to time, being hereinafter called the Indenture) dated as of the second day of January, 1968, between Comfortable Mortgages, Inc., a corporation organized and existing under the laws of the State of South Carolina (hereinafter called "Borrower"), The Peoples National Bank, a national banking association organized and existing under the laws of the United States of America (hereinafter called "Trustee") and Metropolitan Life Insurance Company, One Madison Avenue, New York, New York, a corporation organized and existing under the laws of the State of New York (hereinafter called "Metropolitan")

WITNESSETH THAT:

Whereas, Borrower is engaged in the business of, among other things, originating and dealing in mortgage loans on residential properties; and

WHEREAS, Borrower proposes from time to time to create and issue its notes (herein called the "Notes") secured by mortgage loans on residential properties; and

Whereas, Borrower has offered to sell to Metropolitan its Note and will offer to sell to Metropolitan subsequent Notes from time to time; and

Whereas, to that end, Borrower and Metropolitan have entered a purchase agreement dated as of the date hereof (such purchase agreement, together with any and all amendments thereto from time to time, being hereinafter called the Purchase Agreement) which requires the execution of this Indenture.

Now, THEREFORE, this Indenture witnesseth that in consideration of the premises and mutual covenants herein contained, the purchase and acceptance of the Note or Notes by Metropolitan and of the sum of Ten Dollars (\$10.00) duly paid to Borrower by Trustee at the time of execution of this Indenture, receipt whereof is hereby acknowledged, and for other valuable considerations,

TRUSTEE APPOINTED

1. Metropolitan hereby appoints Trustee as its trustee to receive and retain all Pledged Documents delivered by or on behalf of Borrower pursuant to this Indenture and the Purchase Agreement and to administer such Pledged Documents in accordance with the terms of this Indenture.

TRUSTEE EMPOWERED

2. Metropolitan authorizes Trustee to take such action on Metropolitan's behalf as is required by the terms hereof and to exercise such powers on Metropolitan's behalf as are specifically delegated to Trustee by the terms hereof.

TRUSTEE MAY RELY

3. Trustee is authorized to rely upon the accuracy of statements made by Borrower, in writing, concerning the Pledged Documents and Trustee shall not be liable to any person for so doing in the absence of bad faith. All documents

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