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COMPANIES FORM No 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



M 31

Please complete legibly, preferably in black type or bold block lettering

*insert full name of company

To the Registrar of Companies

For official use Company number

2173125

Name of company

COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC (the "Mortgagor")

Date of creation of the charge

29th June, 1990

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Sub-Charge and Assignment (the "Charge") dated 29th June, 1990 between the Mortgagor, the Mortgagee (as defined below) (see continuation sheet No.1, page 1)

Amount secured by the mortgage or charge

All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Mortgagor (a) to or to the order of the Mortgagee and/or any receiver under the Charge or pursuant to statutory powers, under the Charge, the Trust Deed (the "Trust Deed") dated 29th June, 1990 between the Mortgagor and the Mortgagee constituting the Notes (as defined therein, subject thereto being the £200,000,000 Mortgage Backed Floating Rate Notes 2027 of the Mortgagor and including the Coupons (as defined in the Trust Deed, subject thereto being any bearer interest coupons and bearer principal coupons appertaining to the Notes)) and the Conditions (as defined in the Trust Deed, subject thereto being the terms and conditions applicable to the Notes)

(see continuation sheet No.1, page 2)

Names and addresses of the mortgagees or persons entitled to the charge

Morgan Guaranty Trust Company of New York acting through its office at 1 Angel Court, London (see continuation sheet No.1, page 3) EC2R 7AE Postcode

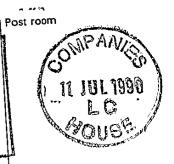
Presentor's name, address and reference (if any):

Simmons & Simmons, 14, Dominion Street, EC2M 2RJ London

05/K.13540/DRR/JHB 0625h

For official use Mortgage section REGISTERED

11 JUL 1990



Time critical reference

(a) (subject to the subsisting rights of redemption of borrowers in relation to each Mortgage (as defined in the Mortgage Sale Agreement, being, subject thereto, the mortgages and all principal sums including further advances forming part thereof, interests and costs secured thereby having at 29th June, 1990 an outstanding principal amount of £200,000,095.36 acquired by the Mortgagor from NHL pursuant to the Mortgage Sale Agreement together (where applicable) with any other mortgages into which such mortgages may be converted) all right, title, interest and benefit of the Mortgagor existing now or in the future in the Mortgages to which the Mortgagor is beneficially entitled at any time including for the avoidance of doubt by way of sub-charge, conveyance, transfer and assignment by way of first fixed security:

(see continuation sheet No.1, page 4)

Particulars as to commission allowance or discount (note 3)

(See continuation sheet No.1, page 3)

Summers & Summons Signed

Date 11th July, 1990

On behalf of [company] [mortgagee/chargee]*

- 1. The original instrument (if any) creating or evidencing the charge, together with these prescribed Notes particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
 - 2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
 - 3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
 - If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition 5,89 F8728 5010503 Page

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1 to Forms Nos 395 and 410 (Scot)

Company number

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Please complete legibly, preferably in black type, or bold block lettering

Name of company

*Delete if inappropriate

COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC

bimited."

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Union Bank of Switzerland (the "Reserve Facility Provider"), Postipankki Ltd (the "Liquidity Facility Provider"), Union Bank of Switzerland (the "Start-up Loan Provider"), The National Home Loans Corporation plc ("NHL") and the Administrator (as defined below).

Please complete legibly, preferably in black type, or bold block lettering

- (b) under or in respect of the Notes and (c) to the Mortgagee on any account whatsoever whether as principal or surety and whether or not jointly with another;
- All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Mortgagor to NHL (the (ii) "Administrator") under the Administration Agreement (the "Administration Agreement") dated 25th June, 1990 between the Administrator, the Mortgagor, the Mortgagee and Barclays Bank PLC (and any substitute administrator appointed under the Administration Agreement including Barclays Bank PLC and any successor to any of them and any person deriving title under or through any of them) or the Charge on any account whatsoever whether as principal or surety and whether or not jointly with another. Moneys due, owing or payable by the Mortgagor to the Administrator or any other person in its capacity as the Administrator which have accrued in respect of the period prior to the termination of NHL's or such other person's appointment as Administrator under the Administration Agreement shall continue to be due, owing or payable to it in that capacity notwithstanding such termination.
 - (iii) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Mortgagor to the Reserve Facility Provider or any successor to it or any person deriving title under or through it under (i) the Reserve Facility Agreement (the "Reserve Facility Agreement") dated 25th June, Agreement (the "Reserve Facility Provider, the Mortgagor and the 1990 between the Reserve Facility Provider, the Mortgagor and the Mortgagee or (ii) the Charge on any account whatsoever, whether as principal or surety and whether or not jointly with another.
 - (iv) All moreys and liabilities whatsoever which from time to time become a, owing or payable by the Mortgagor to the Liquidity Facilit, Provider or any successor to it or person deriving title under or through it under (i) the Liquidity Facility Agreement (the "Liquidity Facility Agreement") dated 25th June, 1990 (the "Liquidity Facility Provider, the Mortgagor and the between the Liquidity Facility Provider, the Mortgagor and the Mortgagee or (ii) the Charge on any account whatsoever, whether as principal or surety and whether or not jointly with another.
 - (v) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Mortgagor to the Start-up Loan Provider or any successor to it or any person deriving title under or through it under (i) the Start-up Loan Agreement (the "Start-up Loan Agreement") dated 25th June, 1990 between the "Start-up Loan Provider, the Mortgagor and the Mortgagee or (ii) Start-up Loan Provider, the Mortgagor whether as principal or surety and whether or not jointly with another.
 - All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Mortgagor to NHL or any successor to it or any person deriving title under or through it (other than any such moneys or liabilities from time to time due, owing or payable to it in its capacity as Administrator or in its capacity as a holder of any of the Notes) under (i) the Mortgage capacity as a holder of any of the Notes) under (i) the Mortgage Sale Agreement"), the NHL Sale Agreement (the "Mortgage Sale Agreement"), the NHL Subordinated Loan Agreement (the "NHL Subordinated Loan Agreement") and the NHL Fee Letter (the "NHL Fee Letter") each dated 25th June, 1990 and made between NHL, the Mortgagor and the Mortgagee or (ii) the Charge on any account whatsoever, whether as principal or surety and whether or not jointly with another.

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete legibly, proferably in black type, or bold block lettering (and all other persons or companies for the time being acting under the Trust Deed or the Charge in the capacity of the trustee or trustees) and their successors and persons deriving title under or through them (the "Mcrtgagee") as trustee for the Mortgagee, any Receiver, the Noteholders (as defined in the Trust Deed, being subject thereto the holders of the Notes), the Reserve Facility Provider, the Liquidity Facility Provider, the Start-up Loan Provider, NHL and the Administrator.

Particulars as to commission allowance or discount

The Mortgagor has agreed to pay to certain managers who have agreed to subscribe for certain of the Notes a selling commission of 0.20 per cent. of the aggregate principal amount of the Notes and a combined management and underwriting commission of 0.11 per cent. of the aggregate principal amount of the Notes.

Please complete legibly, preferably in black type, or pold block lettering

- the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the Mortgages or the unpaid part thereof and the interest (E) to become due thereon excluding the amount of any interest or other sum (not being principal) paid or due to be paid or accured in respect of any period ending on or before 29th June, 1990 and the amount of principal paid or due to be paid or accrued prior to (but excluding) 29th June, 1990 under or in respect of the Mortgages, (provided that the principal moneys payable under any Mortgage shall not be deemed to be due merely because the legal date for redemption of the relevant Mortgage has passed);
 - (ii) the benefit of all securities for such principal moneys, interest and other amounts, the benefit of all consents to mortgage signed by occupiers of properties to which the Mortgages relate and the benefit of and the right to sue on all covenants by the borrower in each Mortgage and the right to exercise all powers of the Mortgagor in relation to each such
 - (iii) all the estate and interest in the properties to which the Mortgages relate vested in the Mortgagor, subject to redemption
 - (iv) all causes of action of the Mortgagor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Mortgage or affecting NHL's decision to make the relevant advance;
 - (b) (subject to the subsisting rights of redemption of borrowers) (by way of sub-charge, conveyance, transfer and assignment by way of first fixed security) all right, title, interest and benefit of the Mortgagor existing at the date of the Charge or thereafter in the Charges over the Life Policies in favour of the Mortgagor or NHL as the case may be (as defined in the Mortgage Sale Agreement, subject thereto being the security created by borrowers under the Mortgages over policies of life assurance the subject of collateral security in favour of NHL for the sums secured by the Mortgages (the "Life Policies")) and in any charges in which the Mortgagor has any future beneficial entitlement including for the avoidance of doubt:
 - the benefit of and the right to sue on all covenants in each Charge vested in the Mortgagor and the right to exercise all powers of the Mortgagor in relation to each Charge;
 - (ii) all the estate and interest in the Life Policies vested in the
 - (c) (by way of sub-charge, conveyance, transfer and assignment by way of first fixed security) all right, title, interest and benefit of the Mortgagor in:

(see continuation sheet No. 2, page 4)

Page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not write in this margin

Particulars of a mortgage or charge (continued)

Continuation sheet No_ to Forms Nos 395 and 410 (Scot)

Company number

2173125 Please complete legibly, preferably in black type, or bold block lettering Name of company COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC XXXXXXXXXX Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2) *Delete if inappropriate

Amount due or owing on the mortgage or charge (continued)	Please oo noo write in this margin
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued) Please do not write in this margin Phase complete legibly, preferably in black type, or bold block lettering

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- (i) the Block Building Policies (as defined in the Administration Agreement, subject thereto being the comprehensive index-linked block home owners policies established in the name of the Mortgagor with Sun Alliance and London Insurance plc; Lloyds underwriters through the agencies of B & C Insurance Brokers Limited and Frizzells Insurance and Financial Services; Royal Insurance (U.K.) Limited; Municipal Mutual Insurance Limited and Legal & General Assurance Society Limited);
 - (ii) the building insurance policies on the properties subject to the Mortgages (not being the Block Building Policies) where NHL is a named insured or where the interests of NHL, the Mortgagor or the Mortgagee are noted;
- (iii) the Leasehold Property Contingent Indemnity Policy (as defined in the Administration Agreement, subject thereto being the leasehold property contingent indemnity policy in the name of the Mortgagor established with Sun Alliance and London Insurance plc (policy number 37/HZ35624893);
 - (iv) the Contingency Insurance Outside Agencies Policy (as defined in the Administration Agreement, subject thereto being the contingency insurance - outside agencies policy in the name of the Mortgagor with Sun Alliance and London Insurance plc (policy number 37/HZ35624906);
 - (v) the Fidelity Insurance Policy (as defined in the Administration Agreement which has been written by certain underwriters at Lloyds of London in relation to loss suffered as a result of fraud, forgery or computer crime, the acts or omissions of the Administrator or the Administrator's employees and any similar policy or policies in relation to the acts or omissions of any person performing any services required to be performed by the Administrator or any part of them on behalf of the Administrator);
 - (vi) the Mortgage Indemnity Policy (as defined in the Administration Agreement, subject thereto being the mortgage guarantee indemnity policy written by Sun Alliance and London Insurance plc (policy number 937Y305050) to the extent it relates to the Mortgages;
 - (vii) any Further Advances Policy (as defined in the Administration Agreement, subject thereto being the insurance policies written by Sun Alliance and London Insurance plc (policy numbers 937Y305007 and 937Y308664) in respect of any loss suffered by the insured arising from any further advance (other than an Advance (as defined in the Administration Agreement, subject thereto being a further advance made to a borrower pursuant to the mortgage conditions applicable to a Budget Facility Mortgage (as defined therein, subject thereto being a mortgage under which during the first five years the borrower's endowment premia are advanced to the borrower pursuant to the

(see continuation sheet No.3, page 4)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

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Continuation sheet No.__ to Forms Nos 395 and 410 (Scot)

Company number

2173125

Please complete legibly, preferably in black type, or bold block lettering

Name of company COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC *Delete if inappropriate Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the obtained

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mortgage conditions applicable thereto)) or a Drawdown Advance (as defined in the Administration Agreement, subject thereto being a further advance made to a borrower pursuant to the mortgage conditions applicable to a Drawdown Facility Mortgage (as defined therein, subject thereto being a mortgage under the terms of which the borrower may, during the first five years after completion of the initial advance secured thereby, borrow one or more further advances up to a maximum of £50,000))) made on an existing first mortgage in circumstances where a borrower under a Mortgage has created a second charge over the property subject to the Mortgage and in circumstances where no notice of such second charge has been received before the making of the further advance);

- (viii) the Freedom of Agency Contingency Indemnity Policy (as defined in the Administration Agreement, subject thereto being the insurance policies written by Royal Insurance (U.K.) Limited (policy numbers RMM 639470 and RMM 639471) in respect of any loss suffered by the insured arising from a default by the insurer under any buildings insurance policy other than the Block Buildings Policies referred to above or any other insurance policy of similar effect written by another reputable insurance company carrying on business in the United Kingdom with similar standing;
 - (ix) the Upgrade Policy 'as defined in the Administration Agreement, subject thereto being the insurance policy written by Trygg-Hansa Insurance Limited (the "Upgrade Policy Provider") in the name of the Mortgag r and the Mortgagee (policy number OR 295A));
 - (x) the Pool Policy (as defined in the Administration Agreement, subject thereto being the mortgage pool indemnity policy written by Eagle Star Insurance Company Limited (the "Pool Policy Provider") in the names of the Mortgagor and the Mortgagee (policy number 50989361/9));

including the rights to receive the proceeds of any claim;

- (d) (by way of sub-charge, conveyance, transfer and assignment by way of first fixed security) all right, title, interest and benefit of the Mortgagor in any other charges and insurances (in each case including as aforesaid) which the Mortgagor may acquire in the future;
- (e) (by way of conveyance, transfer and assignment by way of first fixed security) all of the Mortgagor's right, title, interest and benefit existing at the date of the Charge or thereafter in (i) the Mort age Sale Agreement, (ii) the Administration Agreement and (iii) the NHL Subordinated Loan Agreement incuding all rights to receive payment of any amounts which may become payable to the Mortgagor thereunder and all payments received by the Mortgagor thereunder includirg, without limitation, all rights to serve notices and/or

(see continuation sheet No.4, page 4)

Page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

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Continuation sheet No. 4 to Forms Nos 395 and 410 (Scot)

Company number

2173125

Please complete legibly, preferably in black type, or bold block lettering

Name of company COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC **XXXXXXXXXX** *Delete if inappropriate Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

- (f) (by way of conveyance, transfer and assignment by way of first fixed security) all the Mortgagor's right, title, interest and benefit existing at the date of the Charge or thereafter in the Start-up Loan Agreement, (as defined above), the Reserve Facility Agreement (as defined above), the Liquidity Facility Agreement (as defined above), the Cap Agreements (as defined in the Administration Agreement, subject thereto being any agreement entered into on or before 29th June, 1990 or any agreement entered into in substitution or replacement of any such agreement between the Mortgagor and each of the various banks and other financial institutions identified on the list provided by the Mortgagor to the Mortgagee on 29th June, 1990 (each a "Cap Provider") and any other bank or financial institution acting as a Cap Provider under any Cap Agreement (other than the MGT Caps (as defined in the Charge subject thereto being the Cap Agreements made between the Mortgagor and Morgan Guaranty Trust Company of New York)) and the Cap Guarantees (as defined in the Administration Agreement, subject thereto being an unconditional and irrevocable guarantee dated 29th June, 1990 and made between the Mortgagor, the Mortgagee and National Westminster Bank PLC and all rights to receive payent of any amounts which may become payable to the Mortgagor thereunder and all payments received by the Mortgagor thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
 - (by way of assignment by way of first fixed security) all the Mortgagor's right, title, interest and benefit existing at the date of the Charge or thereafter in and to all sums of money which at the date of the Charge or thereafter are from time to time standing to the credit of the Transaction Account (as defined in the Administration Agreement, subject thereto being account number 11770946 at the Operating Bank (as defined in the Administration Agreement, subject thereto being The Royal Bank of Scotland plc or such other bank as may be chosen in accordance with the Administration Agreement) in the name of the Mortgagor) and any other bank (other than the CMS Deductible Account (as defined in the Charge, subject thereto being account number 11770954 at the Operating Bank in the name of the Mortgagor or such other account from time to time as may be approved by the Mortgagee)) or other account in which the Mortgagor may at any time acquire any right, title, interest or benefit together with all interest accruing from time to time thereon and the debt represented by each such account (other than as aforesaid);

(see continuation sheet No.5, page 4)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

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Continuation sheet No___5 to Forms Nos 395 and 410 (Scot)

Company number

2173125

Please complete legibly, preferably in black type, or bold block lettering

Name of company

COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued) Please do not write in this margin Please complete legibly, preferably in black type, or bold block lettering

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- (by way of first fixed charge) all the Mortgagor's right, title, interest and benefit existing at the date of the Charge or thereafter in the Authorised Investments (as defined in the Administration Agreement, subject thereto being any bank account or other right of or with (a) the Operating Bank or (b) any other entity (i) any of the long term unsecured and unguaranteed debt of which is rated at least A2 (in the case of rights with or of that entity with one month or less to maturity) or Al (in the case of such rights with three months or less but more than one month to maturity) by Moody's Investors Service Inc. and (ii) either the long term unsecured and unguaranteed debt of which is rated AAA by Standard & Poor's Corporation or any of the short term unsecured and unguaranteed debt of which is rated A - 1+ by Standard & Poor's Corporation or P-1 by Moody's Investors Services Inc. or (iii) any of the long-term unsecured and unguaranteed debt of which is rated by Standard and Poor's Corporation and Moody's Investors Service Inc. as high or higher than the then current rating of the Notes or (iv) if at the relevant time there are no such entities, any entity approved in writing by the Mortgagee so long as such investment is defined as a liquid asset in Part I of the Schedule to The Building Societies (Liquid Assets) Regulations 1987 (S.I. 1987 No.1499) and each of them made by the Mortgagor and all other investments in which the Mortgagor may at any time acquire any right, title, interest or benefit, in each case together with all moneys income and proceeds to become payable thereunder or thereon and the benefits of all covenants relating thereto and all powers and remedies for enforcing the same;
 - (by way of first fixed charge) all the Mortgagor's right, title, interest and benefit existing at the date of the Charge or thereafter in any entitlement to receive any payment from the Inland Revenue made in respect of any of the Mortgages pursuant to the MIRAS Scheme (as defined in the Administration Agreement, subject thereto being the Mortgage Interest Relief at Source Scheme currently provided for by Sections 369 to 379 of the Income and Corporation Taxes Act 1988 as amended or varied from time to time or any statutory re-enactment thereof); and
 - (by way of first floating charge) the whole of the Mortgagor's undertaking and all the Mortgagor's property and assets whatsoever and wheresoever situate, existing at the date of the Charge or thereafter, other than any property or assets from time to time or for the time being by Clause 3 of the Charge other than the MGT Caps charged by way of fixed charge or otherwise assigned as security for the amounts secured by the Charge provided always that the floating charge created by the Charge, as it affects the CMS Deductible Account, shall not operate so as to limit the rights and powers of either of the Pool Policy Provider or the Upgrade Policy Provider and shall be subject to any bank mandate in favour of either of them in the form approved by the Mortgagee from time to time.

(see continuation sheet No.6, page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No__ to Forms Nos 395 and 410 (Scot)

Company number

2173125

Please complete legibly, preferably in black type, or bold block lettering

Name of company

*Delete if inappropriate COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC Chroningk

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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- Under the Charge there are certain restrictions on the Note:-Mortgagor withdrawing from the Transaction Account referred to in paragraph (g) above the whole or any part of the amount outstanding to the credit of such account.
- Under the Charge the Mortgagor is restricted from creating any mortgage, charge, pledge, lien or other security interest whatsoever over any of its assets (other than the security interests created by the Charge,, selling or otherwise disposing of its assets, rights or undertaking for the time being held as security (whether fixed or floating) for the moneys and liabilities which the Mortgagor covenants in the Charge to pay or discharge (the "Charged Property").
 - Under the Charge the Mortgagor is restricted from disposing of, or otherwise dealing with, or agreeing or attempting or purporting to dispose of, any of the Charged Property or any estate, right or title therein or granting any option or right to acquire the same presently or in the future.

Page 4



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 29th JUNE 1990 and created by COLLATERALISED MORTGAGE SECURITIES (NO 4) PLC for securing all moneys due or to become due from the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK and the UNION BANK OF SWITZERLAND, POSTIPANKKI LTD and THE NATIONAL HOME LOANS CORPORATION plc under the terms of the Trust Deed dated 29th JUNE 1990 constituting the Notes defined therein being £200,000,000 Mortgage Backed Floating Rate Notes 7027 and this Charge was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 11th JULY 1990

Given under my hand at the Companies Registration Office, for they who

Cardiff the 17th JULY 1990

2173125 NO.

P. R. REYNOLDS.

an authorised officer

Certificat	e and instrument received by
Lc	
	J.S
Date	7-7-90

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