Prospectus supplement to prospectus dated March 26, 2004

Federal Agricultural Mortgage Corporation

FARMERMAC
Financing Rural America

Guarantor and Trustee

Farmer Mac Mortgage Securities Corporation

Depositor

$11,787,894 Guaranteed Agricultural Mortgage-Backed Securities
Farmer Mac II Trust 2004-A Class A Certificates

Consider carefully the risk factors beginning on page S-6 in this prospectus supplement and on page 11 in the prospectus.

This prospectus supplement does not contain complete information about this offering. There is additional information in the prospectus. You should read both this prospectus supplement and the prospectus in full. This prospectus supplement may be used to offer and sell certificates only if accompanied by the prospectus.

We will create a trust fund to hold a pool of guaranteed portions of loans and issue certificates backed by those guaranteed portions. The trust fund will issue—

	Class A
Approximate original principal amount(1)	$11,787,894
CUSIP number	31315NEY6
Approximate initial pass-through rate(2)	2.168%
Payment frequency	Monthly
First distribution date	November 15, 2004
Final distribution date	November 15, 2043

(1) May be up to 5% more or less.
(2) The pass-through rate will vary with the amount of net interest funds distributed on each distribution date. The weighted average net interest rate of the guaranteed portions was 5.073% as of September 17, 2004. The estimated initial pass-through rate is based on the assumption that the net interest funds for the first collection period will equal thirteen days of interest on each guaranteed portion at the applicable net interest rate.

The Federal Agricultural Mortgage Corporation, which is also known as Farmer Mac, guarantees the timely payment of net interest funds on and the ultimate payment of principal of the certificates. The obligations of Farmer Mac under this guarantee are obligations solely of Farmer Mac and are not obligations of, and are not guaranteed by, the Farm Credit Administration, the United States or any agency or instrumentality of the United States other than Farmer Mac, and are not backed by the full faith and credit of the United States.

We will not list the certificates on any national securities exchange or on any automated quotation system of any registered securities association, such as NASDAQ.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The Depositor is offering the certificates in exchange for the guaranteed portions constituting the trust fund. See "*Method of Distribution*" in this prospectus supplement.

September 24, 2004

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We provide information to you about the certificates we are offering in two separate documents that progressively provide more detail:

- the accompanying prospectus, which provides general information, some of which may not apply to your certificates; and
- this prospectus supplement, which describes the specific terms of your certificates.

If the description of your certificates varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

SUMMARY OF TERMS

This summary highlights selected information from this document and does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms of the offering of the certificates, read carefully this entire document and the accompanying prospectus.

OFFERED SECURITIES

Farmer Mac Mortgage Securities Corporation (the "Depositor"), a wholly-owned subsidiary of Farmer Mac, is forming a trust fund (the "Trust Fund") to issue Guaranteed Agricultural Mortgage-Backed Securities (the "Certificates") in one class, as shown on the front cover of this prospectus supplement. The Certificates represent beneficial ownership interests in the Trust Fund. The assets of the Trust Fund consist of:

- a pool of guaranteed portions of loans;
- proceeds and collections on these guaranteed portions that accrue and are received after September 17, 2004 (the "Cut-off Date"); and
- a guarantee of timely payment of net interest funds on and the ultimate payment of principal of the Certificates by Farmer Mac.

The Certificates will represent the right to receive certain distributions that will be derived primarily from amounts that accrue and are collected after the Cut-off Date on the guaranteed portions in the pool.

The Certificates will be issued in an original principal amount approximately equal to the original principal amount of the pool of guaranteed portions, subject to a permitted variance of plus or minus 5% as described in "*Description of the Certificates — General*" in this prospectus supplement.

DISTRIBUTIONS ON THE CERTIFICATES

Distributions on the Certificates will be made on a monthly basis on the 15th day of each month beginning on November 15, 2004, as described in this prospectus supplement. If a distribution date falls on a day that is not a business day, the distribution will be made on the next business day.

Distributions on the Certificates will be made only to those persons in whose names the Certificates are registered on the close of business on the last business day of the second month before the month in which the distribution date occurs.

Distributions of Interest

On each distribution date, the trustee will distribute to the holders of the Certificates the Net Interest Funds, as described in "*Description of the Certificates — Distributions — Interest*" in this prospectus supplement.

Distributions of Principal

On each distribution date, the trustee will distribute principal on the Certificates in an amount equal to the following for the pool:

- all payments or recoveries of principal (including any principal prepayments) received during the Collection Period for that distribution date;

-- plus --

- for the final Collection Period, any amounts of ultimate principal paid by Farmer Mac under the Farmer Mac guarantee, as described in "*The Farmer Mac Guarantee*" in this prospectus supplement.

For each distribution date, the "Collection Period" is the second calendar month preceding that distribution date, except that the first Collection Period will begin on September 18, 2004 and end on September 30, 2004.

Prepayment Penalties

Twenty-three of the twenty-seven guaranteed portions in the pool relate to loans that require the borrower to pay a charge if the borrower prepays the loan, in whole or in part, within a specified time. This charge is known as a "Prepayment Penalty." The trustee will distribute to the holders of the Certificates the amount of any Prepayment Penalties attributable to the guaranteed portions actually collected from the borrowers and received by the trustee from the applicable lenders in the manner and to the extent described in "*Description of the Certificates — Distributions — Prepayment Penalties*" in this prospectus supplement. You should review "*Annex I: Description of the Guaranteed Portions*" in this prospectus supplement to determine which loans have Prepayment Penalties.

FARMER MAC GUARANTEE

Farmer Mac guarantees the timely payment of net interest funds on and the ultimate payment of principal of the Certificates. Farmer Mac's obligations are not backed by the full faith and credit of the United States.

Farmer Mac will not guarantee to holders of the Certificates the collection of any Prepayment Penalty payable in connection with a principal prepayment on a loan.

See "Farmer Mac Guarantee" in this prospectus supplement and "Description of the Trust Funds — The Assets in Each Trust Fund — Farmer Mac's Guarantee" in the prospectus for additional information concerning Farmer Mac's guarantee.

USDA GUARANTEE

The guaranteed portions are covered by a full faith and credit guarantee of principal and interest from the United States of America, acting through the United States Department of Agriculture ("USDA"), as described in "*Description of the Guaranteed Portions*" in this prospectus supplement.

The Administrator

Farmer Mac will act as the administrator of the guaranteed portions relating to the loans. Each loan will be directly serviced by the financial institution that originated it.

Optional Termination

Under certain conditions described in "*Description of the Agreements — Optional Termination*" in this prospectus supplement, Farmer Mac, as administrator, has the right to terminate the Trust Fund and retire the Certificates.

The Trustee

Farmer Mac will be the trustee for the Certificates.

Federal Income Tax Consequences

The Depositor expects that trust fund will be treated as a grantor trust for federal income tax purposes and not as an association taxable as a corporation. No election will be made to treat the trust fund as a real estate mortgage investment conduit. *See "Material Federal Income Tax Consequences" in this prospectus supplement and in the accompanying prospectus for additional information concerning the application of federal income tax laws.*

ERISA Considerations

Subject to important considerations described under "*ERISA Considerations*" in this prospectus supplement and in the accompanying prospectus, if you are investing assets of employee benefit plans or individual retirement accounts, you may purchase the Certificates.

Legal Investment

The Certificates will constitute securities guaranteed by Farmer Mac for purposes of Farmer Mac's charter. Subject to important considerations described under "*Legal Investment*" in this prospectus supplement and in the accompanying prospectus, the Certificates will, by statute, be legal investments for some types of institutional investors.

If your investment authority is subject to legal restrictions, you should consult your own legal advisors to determine whether and the extent to which Certificates constitute legal investments for you.

Offices of Farmer Mac and the Depositor

The principal executive offices of Farmer Mac and the Depositor are located at 1133 Twenty-First Street, N.W., Suite 600, Washington, D.C. 20036. The telephone number there is (202) 872-7700.

RISK FACTORS

You should carefully consider the following risks, together with the risks set forth under the heading "Risk Factors" in the prospectus, before investing in the Certificates. If any of the following risks actually occurs, your investment could be materially and adversely affected.

Variations in cash flows may adversely affect your yield. Some of the characteristics of the loans and the pool are likely to produce uneven cash flows from Collection Period to Collection Period, including the following:

- All the loans accrue interest on the simple interest method under which the portion of each scheduled payment applied to interest and principal depends on the actual number of days since receipt of the prior scheduled payment. As a result, the amount of principal distributed may vary simply as a result of the timing of receipt of scheduled payments by the borrowers.
- Two of the twenty-seven loans require only payments of interest for a period of time until payments of both principal and interest are due. As a result, no principal, other than principal prepayments, will be received on those loans during the applicable interest-only period. The interest-only period for one loan began on February 1, 2004 and ends on January 1, 2005. The interest-only period for the other loan began on October 29, 2003 and ends on September 29, 2004. Loans with an interest-only period may be more likely to prepay or default after the expiration of the interest-only period due to the increase in the borrower's scheduled payment.
- All of the loans bear interest at adjustable rates that may change from time to time based on an index—the Prime Rate (subject to a maximum rate and minimum rate in the case of one loan). In addition, the sources and methods of determining the level of the Prime Rate may vary from loan to loan and the basis for interest accrual calculations varies among the loans and includes 30/360, actual/360, actual/365 and 365/360. As a result, the amount of interest payable by the borrowers may vary substantially from period to period.
- The pool consists of only twenty-seven guaranteed portions as of the Cut-off Date, twenty-six of which were made to encourage development in rural areas and one of which was made to finance farming operations. At the same time, the types of facilities and businesses and the loan payment terms are diverse. The performance of the pool may differ from a pool of a larger number of loans with more uniform payment terms.

The pass-through nature of the Certificates may make it more difficult to predict distributions. The Certificates will be entitled to distributions each month that reflect the actual recoveries and advances of interest amounts due but unpaid during the second preceding calendar month as described in this prospectus supplement. In particular, the Certificates do not accrue interest at a fixed pass-through rate, a pass-through rate that adjusts by reference to an index or any other readily determinable pass-through rate. As a result, you will not be able to determine accurately the amount of interest or principal to which you are entitled on any distribution date in advance of that distribution date and will not be able to predict your likely yield to maturity with any degree of certainty. This feature may reduce the liquidity of the Certificates.

Reliance on servicers may adversely affect your yield. Each of the twenty-seven loans is being directly serviced by the related original lender. Those sixteen institutions are responsible for calculating adjustments to the interest rates on the loans and allocating payments received to interest and principal in accordance with the simple interest method. Farmer Mac has no control over the servicers, and is not responsible for the acts or omissions of the servicers. If the servicers incorrectly adjust interest rates on the loans or incorrectly apply payments, your yield may be adversely affected.

The Trust Fund includes guaranteed portions that are delinquent, which may adversely affect your yield. The Trust Fund includes two guaranteed portions, representing approximately 7.9% of the aggregate principal balance as of the Cut-off Date, which had a payment due but not paid before the Cut-off Date. If the related loans become sixty days delinquent, the administrator may ultimately demand the purchase of the guaranteed portions by the USDA. Any purchase will result in a prepayment in full of the applicable guaranteed portions, which may adversely affect your yield. In addition, loans that are delinquent, even if they become current, may be more likely to become delinquent in the future. Finally, because the loans accrue interest on the simple interest method, a greater portion of a borrower's late payment of a delinquent installment will be applied to interest and a lesser portion will be applied to principal, thereby slowing the amortization of the guaranteed portion.

Delay in purchase of loans by USDA may affect your yield. If a loan is delinquent for 60 or more days, the administrator, on behalf of the holders of the Certificates, may make a demand to the lender to repurchase the guaranteed portion. If the lender does not repurchase the guaranteed portion of the loan within 30 days of demand by the administrator, the administrator, on behalf of the holders of the Certificates, is required either to make a demand to the USDA to purchase the guaranteed portion, or to withdraw the demand made to the lender. The timing of a demand to a lender and the decision whether to withdraw a demand will affect the timing of receipt of proceeds from the repurchase by lenders or the purchase by the USDA of the affected guaranteed portions. In turn, the timing of receipt of those proceeds will affect the timing and amount of principal distributed on the Certificates on any distribution date.

Within 30 days of demand to the USDA from the administrator, the USDA is required to purchase from the Trust Fund the unpaid principal balance of the guaranteed portion of the loan. Any such purchase will have the same effect as a principal prepayment. In addition, the USDA is required to pay accrued interest (net of servicing fees) to the date of purchase but only to the date that is 90 days after the date of the administrator's original demand to the lender. Therefore, if the USDA purchases a loan more than 90 days after the date of the original demand letter to the lender, the amount of interest payable on the related guaranteed portion will be reduced. No advances will be made and no amounts in respect of accrued interest will be distributable for any period after that 90-day period.

The geographic concentration of the loans may adversely affect your yield. Approximately 12.8% and 12.2% of the principal balance of the guaranteed portions as of the Cut-off Date are secured by properties located in Alabama, Ohio and California, respectively. Geographic concentration increases the risk that localized economic conditions in those states may have a disproportionate effect on the pool. If economic conditions in those states were to cause defaults on the applicable loans, you could receive substantial prepayments on your Certificates as a result of repurchases of the guaranteed portions by lenders or purchases by the USDA, which may adversely affect the yield on your Certificates. Approximately 8% of the principal balance of the guaranteed portions as of the Cut-off Date are secured by properties located in California. Properties and businesses located in California may be particularly susceptible to certain types of uninsurable hazards, such as earthquakes, floods, mudslides and other natural disasters.

Four loans are not subject to Prepayment Penalties. Twenty-three of the twenty-seven loans related to the guaranteed portions in the trust fund require the borrower to pay a Prepayment Penalty if the borrower prepays the loan, in whole or in part, within a specified time. However, the trust fund also includes four guaranteed portions related to loans that do not require Prepayment Penalties at any time. Borrowers under loans that are not subject to Prepayment Penalties may be more likely to prepay those loans than borrowers under loans that are subject to Prepayment Penalties. Prepayments on loans may adversely affect the yield to maturity on your Certificates.

Prepayment Penalties may be waived. Each lender may waive the collection of any Prepayment Penalty without the prior written consent of Farmer Mac, as administrator of the guaranteed portions. If the lender consents to waive all or any portion of a Prepayment Penalty, those amounts waived allocated to the guaranteed portions will not be available for distribution to the holders of the Certificates on any Distribution Date and your yield will be reduced.

Neither Farmer Mac nor the USDA will guarantee the collection of Prepayment Penalties. Holders of Certificates will receive the amount of any Prepayment Penalties allocated to the guaranteed portions and actually collected from borrowers and received by the trustee from the applicable lenders on the appropriate distribution date in the manner and to the extent described in this prospectus supplement. However, neither Farmer Mac nor the USDA will guarantee the collection of any Prepayment Penalty payable in connection with a principal prepayment on a loan, and we cannot assure that any such amounts will actually be available for distribution.

DESCRIPTION OF THE GUARANTEED PORTIONS

The Trust Fund will consist primarily of a pool of guaranteed portions (the "Guaranteed Portions") of loans (the "Loans") guaranteed by the USDA that will be assigned to the Trust Fund. For a detailed description of certain characteristics of the Guaranteed Portions in the pool, see "*Annex I: Description of the Guaranteed Portions*" at the end of this prospectus supplement. The aggregate outstanding principal balance of the Guaranteed Portions in the pool is subject to the permitted variance described in "*Description of the Certificates — General*" in this prospectus supplement.

The Loans were originated under two different USDA programs: (1) the Rural Business-Cooperative Service's Business and Industry ("B&I") guaranteed loan program and (2) the Farm Service Agency's Farm Ownership ("FO") guaranteed loan program.

B&I loans are designed to stimulate rural economies and to create and maintain employment in rural communities by providing financial backing for rural businesses. B&I loans may be made in any area outside the boundary of a city of 50,000 people or more and its immediate adjacent urbanized areas. Priority is given to applications for projects in open country, rural communities, and towns of 25,000 people and less. Loan proceeds of B&I loans may be used for developing or financing rural business and industry, including: purchasing machinery, equipment, buildings and real estate; increasing working capital; refinancing certain types of debt; and controlling or abating pollution. B&I loans may be made for terms of up to thirty years on land, buildings, and permanent fixtures; up to fifteen years on machinery or equipment (depending on its useful life); and up to seven years for working capital. B&I loans typically are not less than $1,000,000, and may not exceed $25,000,000.

FO loans are farm ownership loans made to eligible applicants who will operate family-size farms and ranches, which can be operated by individuals, partnerships, joint operations, cooperatives, or corporations. FO loans may have terms of up to forty years, bear interest rates that may not exceed the rates that lenders charge their average farm customers and may not exceed $782,000. FO loans may be used to buy, improve, or enlarge farms and ranches, including: constructing, improving, or repairing farm homes and farm service buildings; drilling wells and otherwise improving on-farm water supplies; installing pollution control measures; developing energy conservation measures; clearing and leveling land; establishing and improving farm forests; providing drainage systems; carrying out basic land treatment practices; and refinancing debts.

A portion of each B&I loan and FO loan carries a full faith and credit guarantee of principal and interest from the United States of America, acting through the USDA (the "USDA Guarantee"). With respect to each Loan, the Guaranteed Portion constitutes the percentage of the amount of principal advanced under the Loan and any interest due on the Loan that are covered by the USDA Guarantee. The guaranteed portion of a B&I loan typically ranges from 60% to 80% of the amount of principal advanced and any interest due thereon, depending on the size of the loan. The Farm Service Agency determines the guaranteed percentage of an FO loan based on the risk involved in the loan. The guaranteed portion of an FO loan is typically 90% of the amount of principal advanced and any interest due on the Loan, but may be as large as 95%.

If a Loan is delinquent for sixty or more days, the administrator, on behalf of the holders of the Certificates, may make a demand to the lender to repurchase the related Guaranteed Portion. If the lender does not repurchase the Guaranteed Portion of the Loan within thirty days of demand by the administrator, the administrator, on behalf of the holders of the Certificates, is required either to make a demand to the USDA to purchase the Guaranteed Portion, or to withdraw the demand made to the lender. The administrator will make the determination as to the timing of the original demand to the lender in accordance with the practices it employs for similar guaranteed portions held for its own account. Within 30 days after demand to the USDA from the administrator, the USDA, pursuant to the USDA Guarantee, is required to purchase from the Trust Fund 100% of the unpaid principal balance of the Guaranteed Portion of the Loan. Any such purchase will have the same effect as a principal prepayment. In addition, the USDA is required to pay accrued interest (net of servicing fees) to the date of purchase but only to the date that is 90 days after the date of the administrator's original demand to the lender. No advances will be made and no amounts in respect of accrued interest will be distributable for any period after that 90-day period.

Other than the two Loans that provide for monthly payments of only interest for a period of time as described in *"Risk Factors,"* the Loans provide for regular monthly scheduled payments of principal and interest on a level basis to amortize fully over their stated terms. The interest rates on all of the Loans are variable (based on the Prime Rate), as determined between the lender and the borrower and subject to USDA review and approval. None of the Loans have periodic rate caps or floors, although one of the Loans has a minimum and maximum interest rate, as indicated in *"Annex I: Description of the Guaranteed Portions."* The Loans accrue interest in accordance with the simple interest accrual method on the basis specified for each Loan in "*Annex I: Description of the Guaranteed Portions*" and have various payment due dates.

The financial institution that originated each Loan retained the non-guaranteed portion of such Loan and will act as servicer for the life of the Loan. As of the Cut-off Date, there are sixteen institutions servicing the Loans. Farmer Mac will act as administrator of the Guaranteed Portions.

The description of the Guaranteed Portions and the related Loans contained in Annex I is based upon the pool as constituted at the close of business on the Cut-off Date. Before we issue the Certificates, we may remove Guaranteed Portions from a pool if we deem removal necessary or appropriate or as a result of prepayments in full of the related Loan. We may add a limited number of other Guaranteed Portions to the pool before we issue the Certificates unless the addition of those Guaranteed Portions would materially alter the characteristics of the pool as described in this prospectus supplement. The Depositor believes that the information set forth in "*Annex I: Description of the Guaranteed Portions*" will be representative of the characteristics of the pool as it will be constituted at the time the Certificates are issued, although the range of interest rates and maturities and certain other characteristics of the Loans related to the Guaranteed Portions in the pool may vary.

The information in "*Annex I: Description of the Guaranteed Portions*" regarding the Guaranteed Portions will be revised to reflect any adjustments in the composition of the Trust Fund and, if revised, will be included in a Form 8-K to be filed with the SEC by September 30, 2004. The information will be available to Holders promptly after any filing through the facilities of the SEC as described under "*Where You Can Find Additional Information*" in the prospectus.

DESCRIPTION OF THE CERTIFICATES

General

The Certificates will be issued as a separate series under a Master Trust Agreement dated as of March 31, 2000, as supplemented by an Issue Supplement dated as of the Cut-off Date (together, the "Trust Agreement"), each among Farmer Mac, as Issuer and Trustee, and the Depositor. See "*Description of the Certificates*" and "*Description of the Agreements*" in the prospectus for important additional information regarding the terms and conditions of the Trust Agreement and the Certificates. The Certificates will be issued in an initial Certificate Balance approximately equal to the original principal amount of the pool of Guaranteed Portions, subject to a permitted variance of plus or minus 5%.

The Certificates will evidence beneficial ownership interests in the Trust Fund, which consists primarily of (1) the Guaranteed Portions; (2) the Farmer Mac Guarantee; and (3) proceeds and collections on the Guaranteed Portions accrued and received after the Cut-off Date and deposited in, or held as investments in, the Collection Account and the Certificate Account, each as defined and described in the prospectus.

Book-Entry Certificates

The Certificates will be issued in book-entry form, and investors will hold beneficial interests in the Certificates through the book-entry system of the Federal Reserve Banks (the "Fed book-entry system") in minimum denominations in Certificate Balances of $1,000 and additional increments of $1.

The Certificates will be maintained on the Fed book-entry system in a manner that permits separate trading and ownership. The Certificates have been assigned a CUSIP number and will be tradable separately under that CUSIP number. The CUSIP number for the Certificates is specified on the front cover of this prospectus supplement.

Under the procedures established for the Fed book-entry system, the Federal Reserve Banks will maintain book-entry accounts for the Certificates and make distributions on the Certificates on behalf of Farmer Mac, as administrator, on each Distribution Date by crediting Holders' accounts at the Federal Reserve Banks.

Those entities whose names appear on the book-entry records of a Federal Reserve Bank as the entities for whose accounts the Certificates have been deposited are referred to as "Holders of Book-Entry Certificates." A Holder of Book-Entry Certificates is not necessarily the beneficial owner of a Certificate. Beneficial owners will ordinarily hold Certificates through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations. See "*Description of the Certificates — The Fed System*" in the prospectus. The terms "Holder" and "Holders" used in this prospectus supplement refer to both Holders of Book-Entry Certificates and holders of Certificates that are not issued in book-entry form, unless specific reference is made only to either Holders of Book-Entry Certificates or holders of Certificates that are not issued in book-entry form.

Distributions

General. Distributions of principal and interest on the Certificates will be made on a monthly basis on the 15th day of each month (each, a "Distribution Date"), beginning on November 15, 2004. If any of those days is not a Business Day, distributions will be made on the next succeeding Business Day to persons in whose names the Certificates are registered on the applicable Record Date. A "Business Day" is a day other than Saturday, Sunday or a day on which the Federal Reserve Bank of New York authorizes banking institutions in the Second Federal Reserve District to be closed, or banking institutions in New York are authorized or required by law to be closed or Farmer Mac is closed. The "Record Date" for any Distribution Date will be the close of business on the last Business Day of the second month preceding the month in which the Distribution Date occurs.

The final Distribution Date for the Certificates, which is set forth on the front cover of this prospectus supplement, has been set to coincide with the Distribution Date related to the Collection Period during which the latest maturing Loan related to a Guaranteed Portion in the pool matures.

Interest. Interest on the Certificates will be distributed on each Distribution Date in an aggregate amount equal to the Net Interest Funds for that Distribution Date. "Interest Funds" for any Distribution Date and the related Collection Period will be an amount equal to the sum of: (1) interest received from borrowers during that Collection Period (but in the case of the first Collection Period, the amounts accrued from and received after the Cut-off Date); (2) the interest portion of recoveries received from the USDA during that Collection Period; and (3) Advances (as defined under "— *Advances*" below) relating to that Collection Period. "Net Interest Funds" for any Distribution Date and the related Collection Period will be an amount equal to Interest Funds for that Collection Period, less the sum of: (1) the servicing fees payable with respect to that Collection Period; (2) the Guarantee Fee payable with respect to that Collection Period; (3) the Administration Fee payable with respect to that Collection Period; and (4) reimbursements for Advances made in prior Collection Periods with respect to Guaranteed Portions for which payments were received in that Collection Period.

The "Guarantee Fee" is 0.25% per annum and the "Administration Fee" is 0.14% per annum. The Guarantee Fee and Administration Fee will be calculated for each Guaranteed Portion, and accrue for the actual number of days and under the same accrual calculation method, used to calculate interest payable by the borrower of the related Loan at the applicable fee rate on the outstanding principal balance of the Guaranteed Portion from time to time. Such fees will be payable in each Collection Period during which a scheduled payment for the applicable Guaranteed Portion, or a recovery from the applicable lender or the USDA, is received by the Trustee. The servicing fees vary from Loan to Loan and will be calculated and payable in the same manner as the Guarantee Fee and the Administration Fee. The servicing fee for each Loan is specified in "*Annex I: Description of the Guaranteed Portions.*" With respect to any Guaranteed Portion, the applicable Administration Fee, Guarantee Fee and servicing fee are collectively referred to as the "Fees."

Solely for purposes of reporting distributions of interest on the Certificates, a Pass-Through Rate will be calculated for each Distribution Date. For any Distribution Date, the "Pass-Through Rate" will be a variable rate equal the product of (x) 12 and (y) the percentage equivalent of a fraction, the numerator of which is the Net Interest Funds for the related Collection Period and the denominator of which is the Certificate Balance immediately prior to that Distribution Date. As of any date of determination, the "Certificate Balance" of the Certificates will equal their original Certificate Balance less all amounts distributed on the Certificates in respect of principal on preceding Distribution Dates.

Principal. Principal in respect of the Certificates will be distributed on each Distribution Date in an aggregate amount equal to the Principal Distribution Amount for the pool on such Distribution Date. On each Distribution Date and with respect to the related Collection Period, the "Principal Distribution Amount" for the pool will equal all payments of principal (including any principal prepayments and recoveries in respect of principal from the applicable lender or the USDA) received on the Guaranteed Portions during such Collection Period, plus, with respect to the final Collection Period, any amounts of ultimate principal paid by Farmer Mac under the Farmer Mac Guarantee, as described in "*Farmer Mac Guarantee*" in this prospectus supplement.

Priority of Payments. On each Distribution Date, the Trustee will distribute the amounts listed below in the following order of priority:

> *first,* to the Holders, the Net Interest Funds for the related Collection Period;
>
> *second,* to the Holders, the Principal Distribution Amount for the related Collection Period; and
>
> *third*, to the Holders, the amount of all Prepayment Penalties actually received by the Trustee with respect to the related Collection Period, if any.

Certificate Pool Factors. As soon as practicable following the fifth Business Day of each month, Farmer Mac will make available to financial publications and electronic services for the pool of Guaranteed Portions, among other things, the factor (carried to eight decimal places) that, when multiplied by the original Certificate Balance of a Certificate evidencing an interest in that pool, will equal the remaining principal balance of the Certificate after giving effect to the distribution of principal to be made on the Distribution Date in that month.

Prepayment Penalties. Twenty-three of the twenty-seven Loans are subject to some form of Prepayment Penalty, as set forth in "*Annex I: Description of the Guaranteed Portions.*" For example, a Loan with a Prepayment Penalty described as "5/4/3/2/1" starts with a penalty of 5% of the principal amount during the first year of the Loan and steps down 1% for the next four years. In the event a borrower under one of the Loans is required to pay a Prepayment Penalty, to the extent such payment is collected by the applicable servicer and remitted to the Trustee, Farmer Mac, as Trustee, will distribute the amount corresponding to the related Guaranteed Portion to Holders of the Certificates. The distribution of any Prepayment Penalty to Holders will not reduce the Certificate Balance of the related Certificates. Farmer Mac will not guarantee to Holders of the Certificates the collection of any Prepayment Penalty payable in connection with a principal prepayment on a Loan. See "*Farmer Mac Guarantee*" in this prospectus supplement. Similarly, Prepayment Penalties are not covered by the USDA Guarantee.

Advances

With respect to any Collection Period, Farmer Mac will make, as applicable, Early Payment Advances, Timing Advances and Delinquency Advances (each as defined below and collectively, "Advances"). Advances will be reimbursable to Farmer Mac only from subsequent collections or recoveries with respect to the Guaranteed Portions as to which such Advances were made, and will be payable to Farmer Mac on the Distribution Date related to the Collection Period during which such collections or recoveries are received. Except for Early Payment Advances, no Advances will be made for any Guaranteed Portion that does not have a due date in the Collection Period related to the applicable Distribution Date.

An "Early Payment Advance" with respect to any Collection Period and for any Guaranteed Portion with respect to which a payment is received in such Collection Period, but there is no payment due in such Collection Period, will be equal to interest at the Loan rate (net of all Fees) on the principal balance of the Guaranteed Portion as reduced by application of such payment (calculated based on the simple interest accrual method) for the number of days from the date of receipt of such payment through the last day of the calendar month of receipt of such payment.

A "Timing Advance" with respect to any Collection Period and for any Guaranteed Portion that has a due date in such Collection Period and for which a payment is received in such Collection Period will be equal to interest at the Loan rate (net of all Fees) on the principal balance of the Guaranteed Portion as reduced by application of such payment (calculated based on the simple interest accrual method) for the number of days from the date of receipt of such payment through the last day of the calendar month of receipt of such payment.

A "Delinquency Advance" with respect to any Collection Period and for any Guaranteed Portion that has a due date in such Collection Period and for which a payment is not received during such Collection Period, and for which an Early Payment Advance was not made, will be equal to interest at the Loan rate (net of all Fees) on the principal balance of the Guaranteed Portion (calculated based on the simple interest accrual method) for the number of days between the date the most recent payment was received or any Advance was made with respect to the Loan and the last day of that Collection Period.

FARMER MAC

The Federal Agricultural Mortgage Corporation, which is also known as Farmer Mac, is a federally chartered instrumentality of the United States established by Title VIII of the Farm Credit Act of 1971, as amended (the "Farmer Mac Charter"). See "*Federal Agricultural Mortgage Corporation*" in the prospectus.

FARMER MAC GUARANTEE

Pursuant to the Trust Agreement, Farmer Mac will guarantee (the "Farmer Mac Guarantee") to the Trustee for the benefit of the Holders the full and complete payment of Net Interest Funds for each Collection Period on the related Distribution Date. In addition, Farmer Mac is obligated to distribute the outstanding Certificate Balance of the Certificates in full no later than the Final Distribution Date (as set forth on the front cover of this prospectus supplement), whether or not sufficient funds are available in the Certificate Account.

Farmer Mac's obligations under the Farmer Mac Guarantee are obligations solely of Farmer Mac and are not backed by the full faith and credit of the United States. Furthermore, Farmer Mac anticipates that its future contingent liabilities in respect of guarantees of outstanding securities backed by agricultural mortgage loans will greatly exceed its resources, including its limited ability to borrow from the United States Treasury. See "*Outstanding Guarantees*" in this prospectus supplement and "*Risk Factors — Farmer Mac's guarantee of the timely payment of interest on and principal of certificates is limited*" and "*Description of the Trust Funds — The Assets in Each Trust Fund — Farmer Mac's Guarantee*" in the prospectus.

OUTSTANDING GUARANTEES

As of the Cut-off Date, Farmer Mac had outstanding guarantees on approximately $5.55 billion aggregate principal amount of securities (including approximately $727.7 million of securities evidencing assets that are guaranteed by the Secretary of the United States Department of Agriculture). Farmer Mac is authorized to borrow up to $1.5 billion from the Secretary of the Treasury, subject to certain conditions, to enable Farmer Mac to fulfill its guarantee obligations. See "*Federal Agricultural Mortgage Corporation*" in the prospectus. As of the Cut-off Date, Farmer Mac had not borrowed any amounts from the Secretary of the Treasury to fund guarantee payments.

YIELD, PREPAYMENT AND MATURITY CONSIDERATIONS

The rate of payment of principal on the Certificates and their yield to maturity will correspond directly to the rate of payments of principal on the Loans. The rate of payments of principal of the Loans will in turn be affected by the rate of principal prepayments by borrowers, by repurchases by the lenders or the USDA after default by borrowers, by repurchases as a result of defective documentation and breaches of representations and warranties or for other reasons. There is little or no historical data available to provide assistance in estimating the rate of prepayments and defaults on the Loans.

The yield on the Certificates will also be affected by the delay between the period of accrual of interest on the Guaranteed Portions and the distribution of that interest on the related Distribution Date, which will not occur until the second calendar month after such accrual period.

In the case of the Loans, social, economic, political, trade, geographic, climatic, demographic, legal and other factors may influence prepayments and defaults, including the age of the Loans, the payment terms of the Loans, the characteristics of the borrowers, weather, economic conditions generally, servicing decisions, market interest rates in relation to the effective interest rates on the Loans and other unforeseeable variables, both domestic and international. Generally, if prevailing interest rates fall significantly below the interest rates on the Loans, the Loans are likely to be subject to higher prepayments than if prevailing rates remain at or above the interest rates on the Loans. Conversely, if prevailing interest rates rise above the interest rates on the Loans, the rate of prepayment would be expected to decrease. There can be no certainty as to the rate of prepayments on the Loans during any period or over the lives of the Certificates. The rate of default on the Loans will also affect the rate of payment of principal on the Loans. Prepayments and repurchases of the Loans will result in distributions to Holders of the Certificates of amounts that would otherwise be distributed over the remaining terms of the Loans.

All of the Loans bear interest at rates that may adjust on a quarterly basis based on changes in the Prime Rate. The existence of applicable maximum rates and minimum rates may affect the likelihood of voluntary prepayments in either a rising or falling rate environment. In addition, the use of the Prime Rate as an index, as well as the method used to determine the level of the Prime Rate, may affect the likelihood of voluntary prepayments, as the Prime Rate may be more sensitive to changes in short-term rates than other interest rate indices. Increases in the Prime Rate may result in defaults due to borrowers' inability to make larger scheduled payments. Since defaults may lead to repurchases by the applicable lender or purchases by the USDA, Holders may receive prepayments on the Certificates in a rising interest rate environment.

Twenty-three of the twenty-seven Loans impose Prepayment Penalties that, if enforced by the applicable servicer, could be a deterrent to prepayments. Each servicer under a Loan may waive the collection of any Prepayment Penalty without the prior written consent of Farmer Mac, as administrator of the related Guaranteed Portion. Since the servicer of each Loan is the original lender, the servicers may be more likely to waive a prepayment penalty due to a pre-existing and continuing relationship with the borrower.

Because neither Farmer Mac nor the USDA guarantees the collection of any Prepayment Penalties, the expected yield to investors in the Certificates may be sensitive in varying degrees to the extent such amounts are not collected.

The required payment of a Prepayment Penalty, if any, may not be a sufficient disincentive to prevent the voluntary prepayment of the related Loan.

The yield to maturity to investors in the Certificates will be sensitive to the rate and timing of principal payments (including prepayments) of the Loans, which generally can be prepaid at any time subject to the restrictions and Prepayment Penalties described above. In addition, the yield to maturity on the Certificates may vary depending on the extent to which the Certificates are purchased at a discount or premium. Investors should consider: (1) in the case of any Certificates purchased at a discount, the risk that a slower than anticipated rate of principal payments on the related Loans could result in an actual yield that is lower than the anticipated yield; (2) in the case of any Certificates purchased at a premium, the risk that a faster than anticipated rate of principal payments on the Loans could result in an actual yield that is lower than the anticipated yield; and (3) the risk that they may not recover their full investment.

Although Farmer Mac will make Advances as described in this prospectus supplement, those Advances will only cover interest. In addition, since the amount of any Advance will be determined on the basis of the same accrual calculation method as applied to the applicable Loan and in the case of Early Payment Advances and Timing Advances will be based on the principal balance after reduction from application of the related borrower payment, the Advances will not offset completely the reduction in yield attributable to early receipt of payments from borrowers.

The timing of changes in the rate of prepayments on the Loans may significantly affect an investor's actual yield to maturity, even if the average rate of principal payments is consistent with an investor's expectation. In general, the earlier a prepayment of principal of the related Loans, the greater the effect on an investor's yield to maturity. The effect on an investor's yield of principal payments occurring at a rate higher (or lower) than the rate anticipated by the investor during the period immediately following the issuance of the Certificates may not be offset by a subsequent like decrease (or increase) in the rate of principal payments. An investor must make an independent decision as to the appropriate prepayment scenario to be used in deciding whether to purchase the Certificates.

Investors should consider the risk that rapid rates of prepayments on the Loans, and therefore of principal payments on the Certificates, may coincide with periods of low prevailing interest rates. During those periods, the effective interest rates on securities in which an investor may choose to reinvest amounts received as principal payments on the investor's Certificate may be lower than the applicable Pass-Through Rate. Conversely, slow rates of prepayments on the Loans, and therefore of principal payments on the Certificates, may coincide with periods of high prevailing interest rates. During those periods, the amount of principal payments available to an investor for reinvestment at high prevailing interest rates may be relatively low.

In addition, the Loans will not prepay at the same rate or at the same time. Loans with relatively higher interest rates may prepay at faster rates than Loans with relatively lower interest rates in response to a given change in market interest rates. If such differential prepayments were to occur, the yield on the Certificates would be adversely affected.

The effective yield to the Holders will be lower than the yield otherwise produced by the applicable purchase price and Pass-Through Rate because the distributions of principal, if any, and interest will not be payable to Holders until at least the 15th day of the second month following the period in which interest accrues (without any additional distribution of interest or earnings for the delay).

DESCRIPTION OF THE AGREEMENTS

The Certificates will be issued pursuant to the Trust Agreement. Farmer Mac will act as administrator of the Guaranteed Portions. Each Loan will be directly serviced by the financial institution that originated it in accordance with USDA regulations. A Farmer Mac-approved seller (the "Seller") has transferred and assigned the Guaranteed Portions to the Depositor pursuant to USDA-approved Assignment Guarantee Agreements. The Seller also has entered into an agreement with Farmer Mac, as Trustee, that includes certain representations and warranties of the Seller respecting the Guaranteed Portions, which representations and warranties and the remedies for their breach will be for the benefit of the Holders.

Trustee

Farmer Mac will be the trustee (the "Trustee") for the Certificates pursuant to the Trust Agreement.

Servicing and Other Compensation And Payment of Expenses

Each servicer will retain a servicing fee (as specified in "*Annex I: Description of the Guaranteed Portions*") for the applicable Guaranteed Portion from the funds remitted to the administrator. The administrator will in turn retain the Guarantee Fee and the Administration Fee for each Guaranteed Portion. See "*Description of the Certificates — Distributions — Interest*" in this prospectus supplement. Each servicer may retain additional servicing compensation in the form of assumption fees or similar fees (other than late payment charges in some cases). The Depositor, Farmer Mac, as administrator, and each servicer are obligated to pay all expenses incurred in connection with their respective responsibilities under the Trust Agreement, including, without limitation, the various other items of expense enumerated in the prospectus. See "*Description of the Certificates*" in the prospectus.

Optional Termination

As administrator, Farmer Mac may effect an early termination of the Trust Fund on a Distribution Date when the aggregate principal balance of the Guaranteed Portions in the pool in the Trust Fund is less than one percent of their aggregate principal balance as of the Cut-off Date. If Farmer Mac elects to terminate the Trust Fund, it will repurchase all the Guaranteed Portions at a price equal to 100% of the unpaid principal balance of the Guaranteed Portions, plus accrued and unpaid Net Interest Funds. The proceeds of this repurchase will be distributed to Holders of the Certificates on the Distribution Date. See "*Description of Certificates — Termination*" in the prospectus.

Repurchases of Guaranteed Portions

Under the Trust Agreement, Farmer Mac, as administrator, will have the right (without obligation and in its discretion) to repurchase from the Trust Fund, upon payment of the purchase price provided in the Trust Agreement, any Guaranteed Portion at any time after the related Loan becomes and remains delinquent and as to which the interest accrual period covered by the USDA Guarantee is expiring. See also "*Description of the Agreements — Representations and Warranties; Repurchases*" in the prospectus.

THE DEPOSITOR

Farmer Mac Mortgage Securities Corporation, the Depositor, is a wholly-owned subsidiary of Farmer Mac and was incorporated in the State of Delaware in December 1991. The principal executive offices of the Depositor are located at 1133 Twenty-First Street, N.W., Suite 600, Washington, D.C. 20036. The Depositor's telephone number is (202) 872-7700.

MATERIAL FEDERAL INCOME TAX CONSEQUENCES

The following general discussion of material anticipated federal income tax consequences of an investment in the Certificates is to be considered only in connection with the discussion in the prospectus under the caption "*Material Federal Income Tax Consequences.*"

No election will be made to treat the Trust Fund as a real estate mortgage investment conduit, or REMIC, for federal income tax purposes. The Depositor expects that (1) the Trust Fund will be treated as a grantor trust for federal income tax purposes and not as an association taxable as a corporation; (2) a Certificate owned by a real estate investment trust representing an interest in Guaranteed Portions will be considered to represent "real estate assets" within the meaning of Section 856(c)(4)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and interest income on the Guaranteed Portions will be considered "interest on obligations secured by mortgages on real property" within the meaning of Code

Section 856(c)(3)(B), to the extent that the Loans related to the Guaranteed Portions represented by that Certificate are of a type described in that Code section; and (3) a Certificate owned by a REMIC will represent "obligation[s] . . . which [are] principally secured by an interest in real property" within the meaning of Code Section 860G(a)(3) to the extent that the Loans related to the Guaranteed Portions represented by that Certificate are of a type described in that Code section. If the value of the real property securing a Loan is lower than the amount of that Loan, the Loan may not qualify in its entirety under the foregoing Code sections. The Holders will be treated as owners of their pro rata interests in the assets of the Trust Fund with respect to the pool. The Trust Fund intends to account for all servicing fees as reasonable servicing fees. However, if any servicing fees, determined on a Loan-by-Loan basis, were determined to exceed reasonable servicing fees, the Certificates could be treated as representing an interest in one or more "stripped bonds."

Potential investors should consult their tax advisors before acquiring Certificates.

ERISA CONSIDERATIONS

The acquisition of Certificates by a plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any individual retirement account ("IRA") or any other plan subject to Code Section 4975 could, in some instances, result in a prohibited transaction or other violations of the fiduciary responsibility provisions of ERISA and Code Section 4975. Exemptions from the prohibited transaction rules could, however, be applicable.

As discussed under the caption "*ERISA Considerations*" in the prospectus, Final Regulations (as defined in the prospectus) provide a plan asset exception for a Plan's (as defined in the prospectus) purchase and holding of "guaranteed governmental mortgage pool certificates." The Final Regulations provide that where a Plan acquires a guaranteed governmental mortgage pool certificate, the Plan's assets include the certificate and all of its rights relating to the certificate under applicable law, but do not, solely by reason of the Plan's holding of the certificate, include any of the mortgages underlying the certificate. The term "guaranteed governmental mortgage pool certificate" is defined as a certificate backed by, or evidencing an interest in, specified mortgages or participation interests in specified mortgages, where interest and principal payable under the certificate are guaranteed by the United States or an agency or instrumentality of the United States. The Department of Labor has advised Farmer Mac that the Certificates satisfy the conditions set forth in the Final Regulations and thus qualify as "guaranteed governmental mortgage pool certificates." Accordingly, neither Farmer Mac nor any servicer will be subject to ERISA standards of conduct in dealing with Guaranteed Portions or other assets of the Trust Fund.

Prospective Plan investors should consult with their legal advisors concerning the impact of ERISA and the Code, and the potential consequences in their specific circumstances, before they invest in the Certificates. Moreover, each Plan fiduciary should determine whether under the general fiduciary standards of investment prudence and diversification, an investment in the Certificates is appropriate for the Plan, taking into account the overall investment policy of the Plan and the composition of the Plan's investment portfolio. See "*ERISA Considerations*" in the prospectus.

LEGAL INVESTMENT

Because the Certificates are securities guaranteed by Farmer Mac for purposes of the Farmer Mac Charter, they will, by statute, be legal investments for some types of institutional investors who are authorized to purchase, hold or invest in obligations issued by or guaranteed as to principal and interest by an instrumentality of the United States. Investors whose investment authority is subject to legal restrictions should consult their own legal advisors to determine whether and the extent to which specific classes of the Certificates constitute legal investments for them.

METHOD OF DISTRIBUTION

The Depositor has agreed to issue the Certificates in exchange for the Guaranteed Portions comprising the Trust Fund, which have an aggregate principal balance equal to the aggregate initial Certificate Balance of the Certificates offered by this prospectus supplement. Accordingly, the Depositor will not receive any cash proceeds from the sale of the Certificates. Farmer Mac has paid the expenses of preparing this prospectus supplement and the prospectus to which it relates. There is currently no secondary market for the Certificates.

FORWARD-LOOKING STATEMENTS

Some statements in this prospectus supplement represent our expectations or projections for the certificates offered by this prospectus supplement only as of the date of this prospectus supplement. You can generally identify those statements, which are called "forward-looking statements," by the use of the words "may," "will," "expect," "intend," "estimate," "anticipate" or "believe" or similar language.

We believe the expectations expressed in all forward-looking statements are reasonable and accurate based on information we currently have. However, our expectations may not prove to be correct. Important factors that could cause actual results to differ from our expectations are disclosed under "*Risk Factors*" and in other parts of this prospectus supplement. You should always consider those factors in evaluating any subsequent written and oral forward-looking statements by us, or persons acting on our behalf, in connection with this offering.

We will not report to the public any changes to any forward-looking statements to reflect events, developments or circumstances that occur after the date of this prospectus supplement.

INDEX OF PRINCIPAL TERMS

Unless the context indicates otherwise, the following terms shall have the meanings set forth on the pages indicated below.

ANNEX I: DESCRIPTION OF THE GUARANTEED PORTIONS

The description of the Guaranteed Portions and the related Loans set forth below is based upon the pool as constituted at the close of business on the Cut-off Date. Before we issue the Certificates, we may remove Guaranteed Portions from the pool if we deem removal necessary or appropriate or as a result of prepayments in full of the related Loan. The Depositor believes that the information set forth in this Annex I will be representative of the characteristics of the pool as it will be constituted at the time the Certificates are issued, although the range of interest rates and maturities related to the Guaranteed Portions in the pool may vary.

The composition of the pool is subject to adjustment, with the amount of such variance restricted to no more than 5% of the aggregate principal balance of the Guaranteed Portions in the pool, as stated in this Annex I. The information set forth as to the Guaranteed Portions will be revised to reflect any adjustments in the composition of the Trust Fund and, if so revised, will be included in a Form 8-K to be filed with the SEC by September 30, 2004. Such information will be available to Holders of Certificates promptly after any filing through the facilities of the SEC as described under "*Where You Can Find Additional Information*" in the prospectus.

Loan Type	Guaranteed Portion Principal Balance as of 9/17/04	Term to Maturity at Origination (in years) (1)	Maturity Date	Interest-Only Period	Next Interest Reset Date (2)	Interest Rate Margin	Accrual Basis	Prepayment Penalty Type	Lender's Servicing Fee	Gross Interest Rate as of 9/17/04	Net Interest Rate as of 9/17/04 (3)
B&I	$478,854.63	14	9/30/2016	None	10/1/2004	1.50%	A/360	5-3-1	0.50%	5.75%	4.86%
B&I	$471,466.08	10	3/25/2013	None	10/1/2004	2.00%	A/360	None	0.50%	6.25%	5.36%
B&I	$505,250.15	10	11/25/2013	None	10/1/2004	1.50%	A/365	5-4-3-2-1	0.50%	5.75%	4.86%
B&I	$554,666.48	25	6/1/2026	None	10/1/2004	1.50%	A/360	5-4-3-2-1	0.50%	5.75%	4.86%
B&I	$595,825.92	11	2/1/2015	2/1/2004 to 1/1/2005	10/23/2004	1.00%	A/360	None	0.25%	5.25% (4)	4.61%
B&I	$468,853.52	7	4/1/2010	None	10/1/2004	2.00%	A/365	None	0.50%	6.25%	5.36%
B&I	$474,456.41	26	1/1/2029	None	10/1/2004	1.00%	A/360	5-4-3-2-1	0.25%	5.25%	4.61%
B&I	$396,477.81	16	5/1/2020	None	10/1/2004	2.00%	A/365	7-6-5-4-3-2-1	0.50%	6.25%	5.36%
B&I	$474,723.19	15	11/1/2017	None	10/28/2004	2.00%	A/360	5-4-3-2-1-1-1	0.25%	6.25%	5.61%
FO	$171,000.00	40	9/29/2043	10/29/2003 to 9/29/2004	10/1/2004	2.00%	365/360	5-4-3-2-1	0.00%	6.25%	5.86%
B&I	$461,786.85	7	12/23/2010	None	10/1/2004	2.50%	A/360	5-4-3-2-1	0.50%	6.75%	5.86%
B&I	$495,735.84	25	2/18/2029	None	10/1/2004	2.00%	A/365	5-4-3-2-1	0.25%	6.25%	5.61%
B&I	$428,781.56	21	8/1/2024	None	10/1/2004	2.00%	A/360	5-4-3-2-1	0.25%	6.25%	5.61%
B&I	$454,458.11	13	11/18/2016	None	10/1/2004	2.00%	A/360	5-4-3-2-1	1.00%	6.25%	4.86%
B&I	$444,891.81	20	2/28/2022	None	10/1/2004	1.25%	A/360	5-3-1	0.50%	5.50%	4.61%
B&I	$450,311.30	19	10/19/2020	None	10/1/2004	1.00%	A/360	5-4-3-2-1	0.50%	5.25%	4.36%
B&I	$429,834.16	15	9/27/2016	None	10/1/2004	1.00%	30/360	None	0.50%	5.25%	4.36%
B&I	$437,175.53	7	4/8/2011	None	10/1/2004	2.00%	30/360	3-2-1	0.25%	6.25%	5.61%
B&I	$521,666.55	16	12/27/2018	None	10/1/2004	1.25%	A/360	3-2-1	0.50%	5.50%	4.61%
B&I	$488,736.63	10	8/4/2013	None	10/1/2004	1.50%	A/360	5-3-1	0.50%	5.75%	4.86%

Loan Type	Guaranteed Portion Principal Balance as of 9/17/04	Term to Maturity at Origination (in years) (1)	Maturity Date	Interest-Only Period	Next Interest Reset Date (2)	Interest Rate Margin	Accrual Basis	Prepayment Penalty Type	Lender's Servicing Fee	Gross Interest Rate as of 9/17/04	Net Interest Rate as of 9/17/04 (3)
B&I	$449,312.90	20	12/22/2023	None	10/1/2004	2.00%	A/360	5-4-3-2-1	0.25%	6.25%	5.61%
B&I	$487,651.50	17	12/30/2020	None	10/1/2004	1.00%	A/365	5-5-5-5-5	0.50%	5.25%	4.36%
B&I	$494,283.97	30	6/6/2033	None	10/1/2004	2.00%	A/360	5-4-3-2-1	0.25%	6.25%	5.61%
B&I	$308,240.95	19	6/30/2023	None	10/1/2004	1.50%	A/365	5-4-3-2-1	0.25%	5.75%	5.11%
B&I	$309,135.67	25	7/1/2029	None	10/1/2004	1.50%	A/360	5-4-3-2-1	0.25%	5.75%	5.11%
B&I	$230,316.66	14	3/19/2017	None	10/1/2004	2.00%	A/360	5-4-3-2-1	0.25%	6.25%	5.61%
B&I	$304,000.00	30	8/1/2034	None	10/1/2004	1.00%	365/360	5-5-5-5-5	0.00%	5.25%	4.86%

(1) None of the Loans are "balloon" loans. All of the Loans provide for regular monthly scheduled payments of principal and interest (other than during any applicable interest-only period) on a level basis to amortize fully over their stated terms using the simple interest accrual method of calculating interest.

(2) The interest rate on each Loan resets on a quarterly basis based on the Prime Rate and the applicable interest rate margin.

(3) The Net Interest Rate is the Gross Interest Rate reduced by (1) the applicable per annum lender servicing fee, (2) a Guarantee Fee of 0.25% per annum and (3) an Administration Fee of 0.14% per annum.

(4) Subject to a minimum interest rate of 5.00% per annum and a maximum interest rate of 18.00% per annum.

Guaranteed Agricultural
Mortgage-Backed Securities

Farmer Mac II Trust 2004-A

$11,787,894 Class A Certificates

FARMERMAC
Financing Rural America SM

**Federal Agricultural
Mortgage Corporation**

PROSPECTUS SUPPLEMENT

September 24, 2004