PRICING SUPPLEMENT DATED July 7, 2009
(to Offering Circular Dated April 3, 2009)

$3,000,000,000

Freddie Mac

Extendible Variable Rate Notes
Maturity Date extendible periodically at the Option of the Holder, beginning October 10, 2009
Redeemable on July 10, 2014 only

Notes:	Extendible Variable Rate Notes
Issue Date:	July 10, 2009
Initial Maturity Date:	August 10, 2010
Final Maturity Date:	July 10, 2015
Subject to Redemption:	Yes. The Notes are redeemable at our option in whole only, upon notice of not less than 5 Business Days, at a price of 100% of the principal amount, plus accrued interest to the Redemption Date. We will redeem all of the Notes if we exercise our option.
Redemption Date:	On July 10, 2014 only
Election Date:	The 10^{th} calendar day of each January, April, July, and October from 2009 to 2014, commencing on October 10, 2009 and ending on July 10, 2014. If any Election Date is not a Business Day the deadline for making an election to extend the Maturity Date will occur on the following Business Day.
Extendibility:	See "Elections to Extend the Maturity of a Note" herein
Interest Rate:	See "Description of the Notes" herein
Principal Payment:	At maturity, or upon redemption
CUSIP Number:	3133F3AA1. New CUSIP numbers will be assigned to any non-extendible substitute notes representing the principal amount of any Notes as to which an election to extend the maturity has not been duly exercised.

You should read this Pricing Supplement together with Freddie Mac's Global Debt Facility Offering Circular, dated April 3, 2009 (the "Offering Circular"), and all documents that are incorporated by reference in the Offering Circular, which contain important detailed information about the Notes and Freddie Mac. See "Additional Information" in the Offering Circular. Capitalized terms used in this Pricing Supplement have the meanings set forth in the Offering Circular, unless we specify otherwise.

The Initial Maturity Date of the Notes is August 10, 2010. On any Election Date, you may elect to extend the Maturity Date of your Notes in accordance with the procedures described in this Pricing Supplement. If you do not extend the Maturity Date of your Notes, you will receive a non-extendible substitute note for any Note not so extended. The substitute note will retain the Initial Maturity Date of the original Note or any later date to which the maturity of such Notes has been extended. In no event may the maturity of any Note be extended beyond the Final Maturity Date.

The Notes may not be suitable investments for you. You should not purchase the Notes unless you understand and are able to bear the redemption, yield, market, liquidity and other possible risks associated with the Notes. You should read and evaluate the discussion of risk factors (especially those risk factors that may be particularly relevant to this security) that appears in the Offering Circular under "Risk Factors" before purchasing any of the Notes.

The Notes, including any interest on the Notes, are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac.

Because of applicable U.S. securities law exemptions, we have not registered the Notes with any U.S. federal or state securities commission. No U.S. securities commission has reviewed this Pricing Supplement.

Any discussion of tax issues set forth in this Pricing Supplement and the related Offering Circular was written to support the promotion and marketing of the transactions described in this Pricing Supplement. Such discussion was not intended or written to be used, and it cannot be used, by any person for the purpose of avoiding any tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax advisor.

	Price to Public (1)(2)	**Underwriting Discount (2)**	**Proceeds to Freddie Mac (1)(3)**
Per Note	100%	.06%	99.94%
Total	$3,000,000,000	$1,800,000	$2,998,200,000

(1) Plus accrued interest, if any, from July 10, 2009.
(2) See "Distribution Arrangements" in the Offering Circular.
(3) Before deducting expenses payable by Freddie Mac estimated at $10,000.

Goldman, Sachs & Co.

DESCRIPTION OF THE NOTES

Applicable Interest Rate Index:	LIBOR
Index Currency:	U.S. Dollars
Index Maturity:	3 Months
Initial Maturity Date:	August 10, 2010
Final Maturity Date:	July 10, 2015
Election Dates:	The 10th calendar day of each January, April, July, and October from 2009 to 2014, commencing on October 10, 2009 and ending on July 10, 2014 . If any Election Date is not a Business Day the deadline for making an election to extend the Maturity Date will occur on the following Business Day.
Designated Reuters Page:	LIBOR01
Reset Date:	Quarterly on the 10th day of January, April, July, and October, commencing October 10, 2009.
LIBOR Determination Date:	The second London Banking Day preceding the applicable Reset Date.
Spread:	The table below indicates the applicable Spread to be subtracted from or added to LIBOR (as defined in the Offering Circular) for the Issue Date and Reset Dates occurring during each of the indicated periods below.

For the Issue Date and Reset Dates occurring:	Spread:
From and including the Issue Date to but excluding the Reset Date on July 10, 2010	minus 0.20%
From and including the Interest Reset Date on July 10, 2010 to but excluding the Reset Date on July 10, 2011	minus 0.15%
From and including the Interest Reset Date on July 10, 2011 to but excluding the Reset Date on July 10, 2012	minus 0.10%
From and including the Interest Reset Date on July 10, 2012 to but excluding the Reset Date on July 10, 2013	minus 0.05%
From and including the Interest Reset Date on July 10, 2013 to but excluding the Final Maturity Date	0%

Interest Rate:	The Interest Rate for each Interest Reset Period shall be a per annum rate equal to the sum of LIBOR for the Index Currency at the Index Maturity plus or minus the applicable Spread subject to a minimum interest rate of 0.00%. The Interest Rate will be adjusted on each Reset Date to reflect LIBOR for the Index Currency at the Index Maturity as of the applicable LIBOR Determination Date plus or minus the applicable Spread.
Floor:	0.00%
Initial Interest Rate:	The Initial Interest Rate for the Notes applicable from and including the Issue Date to but excluding the first Reset Date will be equal to LIBOR for the Index Currency at the Index Maturity as of two London Banking Days prior to the Issue Date, minus 20 basis points.
Denomination:	$100,000 minimum, $1,000 multiples thereafter.
Day Count Convention:	Actual/360
Payment of Interest:	Quarterly in arrears, on the 10th day of January, April, July and October (each such date, an "Interest Payment Date"), commencing October 10, 2009.
Form of Notes:	Registered Debt Securities
Issuance, Clearance and Settlement:	Through The Depository Trust Company ("DTC")
Issuing and Paying Agent:	U.S. Bank National Association ("U.S. Bank")
Calculation Agent:	U.S. Bank

REGISTERED DEBT SECURITIES

The Notes are DTC Registered Debt Securities and will be issued only in the form of one or more global securities registered in the name of, and deposited with, DTC, the depository for the Notes, or its nominee. Purchases of interests in the global securities must be made by or through direct or indirect DTC participating institutions (each, a "DTC participant"), which will receive a credit for such interests on DTC's records. DTC reflects the initial ownership, transfer, pledge and other securities transactions with respect to deposited securities through electronic book-entry changes to DTC participant accounts, eliminating the need for physical movement of securities certificates. To facilitate transfers, global securities are registered in the name of DTC's nominee, Cede & Co. DTC has no knowledge of the actual beneficial owners of any interests in the global securities. Each DTC participant, and each other financial intermediary, through which the beneficial owner holds an interest in the Notes, is responsible for reflecting the ownership interest of each beneficial owner on the records of that institution.

So long as DTC or its nominee is the registered owner of any global security, DTC (or its nominee) will be considered the sole Holder of the Notes for all purposes under the Global Debt Facility Agreement. We will make all payments on the Notes to the Holder through the Issuing and Paying Agent in immediately available funds. DTC will be responsible for crediting the payments to the accounts of the appropriate DTC participant through its normal procedures. Each DTC participant, and each other financial intermediary in the chain to the beneficial owner, will be responsible for remitting such payments to the beneficial owner.

See "Description of the Debt Securities – Clearance and Settlement" and "– Registered Debt Securities" in the Offering Circular.

ELECTIONS TO EXTEND THE MATURITY OF A NOTE

Beneficial owners may elect to extend the maturity of their Notes or any portion thereof having a principal amount of $100,000 and any multiple of $1,000 in excess thereof as described herein; provided that, in the case of a partial election, the principal amount of Notes for which the election is not made is not less than $100,000. To make your election effective on any Election Date, you must deliver a notice of election during the Notice Period for that Election Date (as described below). This election may not be made for any Note (or portion thereof) we have called for redemption. A holder's election to extend the maturity of any Note will cause the Maturity Date of those Notes to be extended to a date thirteen calendar months from the Election Date, as set forth in the table below. However, in no event may the maturity of any Note be extended beyond the Final Maturity Date of July 10, 2015.

To make an election to extend the maturity of your Notes on any Election Date, you must deliver a notice of election during the Notice Period for that Election Date. The "Notice Period" for each Election Date will begin on the fifth Business Day prior to the Election Date and end as of the Notice Deadline, on the relevant Election Date, as described below. The Election Dates will be the 10th calendar day of each January, April, July, and October. If any Election Date is not a Business Day, the Notice Period will end as of the Notice Deadline on the following Business Day. The first Election Date will be October 10, 2009 and the last Election Date for any Note then outstanding will be July 10, 2014. For example, your election to extend the Maturity Date of your Notes effective as of October 10, 2009 (the first Election Date) will cause the Maturity Date of that Note to be extended from August 10, 2010 (the Initial Maturity Date) to November 10, 2010.

If, with respect to any Election Date, you do not make a timely and proper election to extend the maturity of all or any portion of the principal amount of your Notes, the principal amount of your Notes for which no such election has been made will be due and payable on the Initial Maturity Date, or any later date to which the maturity of your Note has been extended. The principal amount of your Notes for which such election is not exercised will be represented by a substitute note issued as of the Election Date. If such Election Date is not a Business Day the substitute note will be delivered on the next Business Day. The substitute note so issued will have the same terms as the original Notes, except that it will not be extendible; consequently, it will have a different CUSIP number and a non-extendible Maturity Date. The failure to elect to extend the maturity of all or any portion of your Notes will be irrevocable and will be binding upon any subsequent holder of those Notes.

For example, if you do not elect to extend the Maturity Date of your Notes effective as of October 10, 2009, you will receive a substitute note. The Maturity Date of that substitute note will remain the then-current Maturity Date, or August 10, 2010. If you initially extended the Maturity Date of your Notes on the October 10, 2009 Election Date, but do not elect to extend the Maturity Date of your Notes effective on the January 10, 2010 Election Date, you will receive a substitute note. The Maturity Date of the substitute note will remain the then-current Maturity Date, November 10, 2010.

The following table sets forth the Maturity Date that will apply to each Note or substitute note based on whether an election to extend the maturity has or has not been made on each Election Date.

Election Date*	**Extended Maturity Date****	**Maturity Date of Substitute Note****
October 10, 2009	November 10, 2010	August 10, 2010
January 10, 2010	February 10, 2011	November 10, 2010
April 10, 2010	May 10, 2011	February 10, 2011
July 10, 2010	August 10, 2011	May 10, 2011
October 10, 2010	November 10, 2011	August 10, 2011
January 10, 2011	February 10, 2012	November 10, 2011
April 10, 2011	May 10, 2012	February 10, 2012
July 10, 2011	August 10, 2012	May 10, 2012
October 10, 2011	November 10, 2012	August 10, 2012
January 10, 2012	February 10, 2013	November 10, 2012
April 10, 2012	May 10, 2013	February 10, 2013
July 10, 2012	August 10, 2013	May 10, 2013
October 10, 2012	November 10, 2013	August 10, 2013
January 10, 2013	February 10, 2014	November 10, 2013
April 10, 2013	May 10, 2014	February 10, 2014
July 10, 2013	August 10, 2014	May 10, 2014
October 10, 2013	November 10, 2014	August 10, 2014
January 10, 2014	February 10, 2015	November 10, 2014
April 10, 2014	May 10, 2015	February 10, 2015
July 10, 2014	July 10, 2015	May 10, 2015

* If any Election Date is not a Business Day the deadline for making an election to extend the Maturity Date will occur on the following Business Day.
** The Maturity Date of the Notes, as extended, and the Maturity Date of any substitute note, will not change regardless of whether such date falls on a non-Business Day.

***Notice Deadline*:** To ensure that DTC will receive timely notice of an election to extend the maturity of all or a portion of your Notes, you must instruct the DTC participant through which you hold an interest in your Notes to notify DTC by the Notice Deadline for the relevant Notice Period of your election to extend the maturity of your Notes in accordance with the then applicable operating procedures of DTC. DTC must receive any notice of election from its participants no later than 1:00 p.m. (New York City time), or such other deadline as DTC may establish in the future, on the last day of the relevant Notice Period for any Election Date (the “Notice Deadline”). Different DTC participants may have different cut-off times for accepting instructions from their customers. Beneficial owners should consult the DTC participant through which they hold an interest in the Notes to ascertain the cut-off time in order to ensure that timely notice will be delivered to DTC. DTC may conclusively deem non-receipt of a notice of election by the Notice Deadline as the holder’s irrevocable election not to extend the maturity of such holder’s Notes.

If DTC receives a notice of election by the Notice Deadline, DTC will notify the Issuing and Paying Agent to extend the maturity of the related Notes. Beneficial owners may revoke any election during any relevant Notice Period by instructing the DTC participant through which they hold an interest in the Notes to deliver a notice of non-extension to DTC that the notice of election is revoked. In order to be effective, any notice of non-extension must be received by DTC by the Notice Deadline. If DTC does not receive any notice of election, or any previously delivered notice of election is revoked by the Notice Deadline, DTC will notify the Issuing and Paying Agent that such holder has elected not to extend the Notes and will request that such holder’s Notes be converted to non-extendible substitute Notes as described above.

None of Freddie Mac, DTC, the Issuing and Paying Agent, the Underwriter(s) or any agent of any of them will have any liability to the holder or any direct participant, indirect participant or beneficial owner for any delay in exercising the option to extend the maturity of a Note.

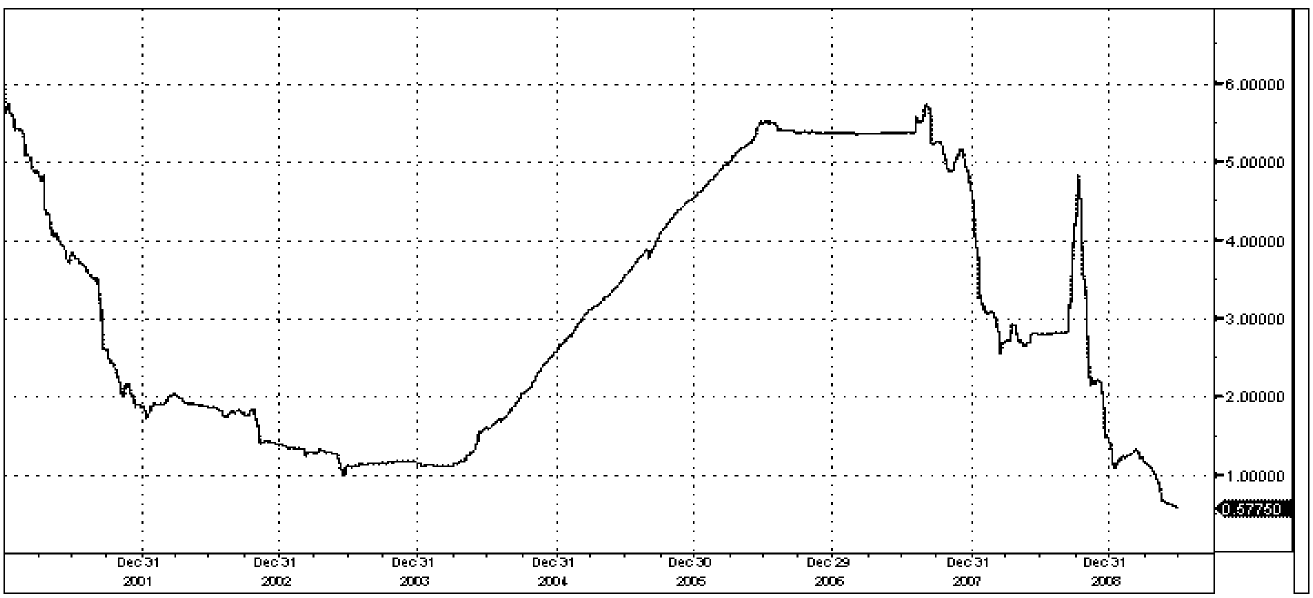
Neither Freddie Mac nor the Underwriter(s) make any recommendation as to whether you should extend or not extend the maturity of the Notes. You are urged to consult your own advisors as to the desirability of exercising your right to extend or not extend the maturity of the Notes in your own situation.

RISK FACTORS

An investment in the Notes entails certain risks not associated with an investment in conventional fixed rate debt securities. See "Risk Factors" generally and "— Various Factors Could Adversely Affect the Trading Value and Yield of Your Debt Securities" in the Offering Circular. The interest rate of the Notes will be equal to LIBOR for the Index Currency at the Index Maturity plus/minus a Spread as described above. Investors should consider the risk that the variable interest rate on the Notes may be less than that payable on a conventional fixed rate debt security issued by Freddie Mac at the same time.

The secondary market for, and the market value of, the Notes will be affected by a number of factors independent of the creditworthiness of Freddie Mac, including the level and direction of interest rates, the variable rate of interest payable on the Notes, the anticipated level and potential volatility of LIBOR for the Index Currency at the Index Maturity, the method of calculating LIBOR for the Index Currency at the Index Maturity, the time remaining to the maturity of the Notes, the aggregate principal amount of the Notes and the availability of comparable instruments. The level of LIBOR for the Index Currency at the Index Maturity depends on a number of interrelated factors, including economic, financial and political events, over which Freddie Mac has no control. The following graph sets forth the historical level of LIBOR for the Index Currency at the Index Maturity for the period from January 2000 to July 1, 2009.

Three Month LIBOR (January 1, 2000-July 1, 2009)



The historical experience of LIBOR for the Index Currency at the Index Maturity should not be taken as an indication of the future performance of LIBOR for the Index Currency at the Index Maturity during the term of the Notes. Fluctuations in the level of LIBOR for the Index Currency at the Index Maturity make the interest rates of the Notes difficult to predict and can result in actual interest rates to investors that are lower than anticipated. In addition, historical interest rates are not necessarily indicative of future interest rates. Fluctuations in interest rates and interest rate trends that have occurred in the past are not necessarily indicative of fluctuations that may occur in the future, which may be wider or narrower than those that have occurred historically. No assurance can be given that the Interest Rate will be above the Floor on any day of any Interest Payment Period during the term of the Notes.

OFFERING

1.	Pricing Date:	July 7, 2009
2.	Method of Distribution:	x Principal _ Agent
3.	Concession:	N/A
4.	Reallowance:	N/A
5.	Underwriter:	Goldman, Sachs & Co.
6.	Underwriter's Counsel:	Sidley Austin LLP

CERTAIN UNITED STATES FEDERAL TAX CONSEQUENCES

For a discussion of the principal United States federal income tax consequences of the ownership and disposition of the Notes described in this Pricing Supplement, Owners should read the following summary together with the sections entitled "Certain United States Federal Tax Consequences—U.S. Owners" and "—Non-U.S. Owners" in the Offering Circular.

Payments of Interest and Original Issue Discount

Because the interest rate formula on the Notes, as annually increased, should be treated as one or more "qualified floating rates," the Notes should qualify as "variable rate debt instruments" for United States federal income tax purposes.

Debt instruments are not treated as issued with original issue discount ("OID") unless their stated redemption price at maturity exceeds their issue price by more than a *de minimis* amount. Under the Treasury regulations governing OID on debt instruments (the "OID Regulations"), for purposes of determining the yield and maturity of a debt instrument that provides the holder or the issuer with an unconditional option, exercisable during the term of the debt instrument, that, if exercised, requires payments to be made on the debt instrument under an alternative payment schedule (*e.g.*, an option to extend the maturity of the debt instrument), a holder is deemed to exercise or not exercise the option or, where applicable, combination of options in a manner that maximizes the yield on the debt instrument, and an issuer is deemed to exercise or not exercise an option or combination of options in a manner that minimizes the yield on the debt instrument (the "Deemed Exercise Rule"). Although it is not entirely clear how the Deemed Exercise Rule applies to variable rate debt instruments (such as the Notes), we believe that it should be applied to the Notes by treating each holder as exercising its option to extend the term of a Note on each Election Date (each, a "Holder Option") and by treating us as exercising our option to redeem the Note (the "Issuer Option") on the first Redemption Date. The Redemption Date therefore should be treated as the final maturity date of the Notes.

Because interest on the Notes should be treated as payable at a single qualified floating rate (by virtue of the fact that the applicable spread to LIBOR on the Notes on the Final Maturity Date does not exceed the initial applicable spread to LIBOR on the Notes by more than 25 basis points), all of the interest on the Notes should constitute qualified stated interest, and the stated redemption price of the Notes at their maturity should be equal to their principal amount. Accordingly, the Notes should not be treated as issued with OID, and interest on a Note generally should be taxable to you as ordinary income at the time it is paid or accrued in accordance with your usual method of accounting for United States federal income tax purposes.

Extension of Maturity Date by U.S. Holders

Pursuant to the Treasury regulations governing modifications to the terms of debt instruments (the "Modification Regulations"), the exercise of an option by a holder of a debt instrument to defer any scheduled payment of principal is a taxable event if, based on all the facts and circumstances, such deferral is considered material under the Modification Regulations. The Modification Regulations do not specifically address the unique features of the Notes (including their economic equivalence to a debt instrument that matures on the Final Maturity Date and contains holder put options and an issuer call option). We believe, however, that the Deemed Exercise Rule, although contained in the OID Regulations, should determine the maturity date of an instrument for purposes of the Modification Regulations. Accordingly, because the Redemption Date should be treated as the final maturity date of the Notes for purposes of the Modification Regulations, and thus the exercise of a Holder Option should not be treated as extending the Notes' maturity date, the exercise of a Holder Option should not be a taxable event for United States federal income tax purposes. We intend to take this position, and by virtue of purchasing the Notes U.S. Holders will be obligated to take this position, absent an administrative or judicial determination to the contrary.

U.S. Holders should be aware that no assurance can be given that the Internal Revenue Service will accept, or that the courts will uphold, the characterization and the tax treatment of the Notes described above. If the Internal Revenue Service were successful in asserting that an election to extend the maturity of all or any portion of the principal amount of the Notes is a taxable event for United States federal income tax purposes, then U.S. Holders generally would be required to recognize any gain inherent in the Notes upon the exercise of such election. U.S. Holders should consult their tax advisors regarding the United States federal income tax consequences of an investment in, and extending (or not extending) the maturity of, the Notes.

U.S. Holders That Do Not Elect to Extend the Maturity Date

The failure by a U.S. Holder to exercise a Holder Option to defer payments on a Note should be characterized as the exercise of an option by a U.S. Holder to accelerate the payment of principal on a Note for purposes of the Modification Regulations. Because such a failure should not be deemed to give rise to a material deferral of payments under the Note, it should not be treated as a taxable event for United States federal income tax purposes.

Failure to Exercise the Issuer Option

If we do not exercise the Issuer Option to call a Note on the Redemption Date, the Note should be treated for purposes of the OID Regulations as retired on that date and reissued as a new Note having an issue price equal to the adjusted issue price of the Note deemed retired and maturing on the Final Maturity Date. Because the Note deemed retired would not have been issued with OID, however, the new Note would not be issued with OID. Our failure to exercise the Issuer Option to call a Note should not be treated as a taxable event for United Stated Federal income tax purposes.