

FORM 8-K

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20529

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Date of Report: January 14, 2002

MBNA AMERICA BANK, NATIONAL ASSOCIATION

ON BEHALF OF THE

MBNA MASTER CREDIT CARD TRUST II

(Issuer of the Collateral Certificate)

AND THE

MBNA CREDIT CARD MASTER NOTE TRUST

(Issuer of the MBNAseries Class A, Class B, and Class C notes)

(Exact name of registrant as specified in its charter)

United States

333-59424

51-0331454

(State or other
jurisdiction of
incorporation)

(Commission File
Number)

(IRS Employer
Identification No.)

Wilmington, DE 19884-0781

(Address of principal executive office)

Registrant's telephone number, including area code (800) 362-6255.

ITEM 5. OTHER EVENTS

On December 17, 2001 the Pooling and Servicing Agreement for the MBNA Master Credit Card Trust II, dated as of August 4, 1994, between MBNA America Bank, National Association, as Seller and Servicer and The Bank of New York, as Trustee, was amended by the Sixth Amendment to the Pooling and Servicing Agreement, dated as of December 17, 2001.

The MBNAseries Class C(2001-5)notes were issued December 11, 2001. The net proceeds from the sale of the notes will be used by the Seller for its general corporate purposes.

Item 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION, AND EXHIBITS

The following are filed as Exhibits to this Report under Exhibit 4:

4.1 Sixth Admendment to the Pooling and Servicing Agreement, dated as of December 17, 2001, among MBNA America Bank, National Association, Seller and Servicer, and The Bank of New York, Trustee.

4.2 The Class C(2001-5) Terms Document to the MBNAseries Indenture Supplement to the Indenture, dated December 11, 2001, among MBNA America Bank, National Association, Seller and Servicer, and The Bank of New York, Trustee.

The following are filed as Exhibits to this Report under Exhibit 20:

20.1 MBNAseries Noteholders' Statement for the month ended December 31, 2001.

20.2 MBNAseries Schedule to the Noteholders' Statement for the month ended December 31, 2001.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: January 14, 2002

MBNA AMERICA BANK, NATIONAL ASSOCIATION

By: /s/Christopher Harris

Name: Christopher Harris
Title: First Vice President

SIXTH AMENDMENT
TO
THE MBNA MASTER CREDIT CARD TRUST II
POOLING AND SERVICING AGREEMENT

THIS SIXTH AMENDMENT TO THE MBNA MASTER CREDIT CARD TRUST II POOLING AND SERVICING AGREEMENT, dated as of December 17, 2001 (the "Amendment") is by and between MBNA AMERICA BANK, NATIONAL ASSOCIATION, as Seller and Servicer, and THE BANK OF NEW YORK, as Trustee.

WHEREAS the Seller and Servicer and the Trustee have executed that certain Pooling and Servicing Agreement, dated as of August 4, 1994 (as amended and supplemented through the date hereof and as the same may be further amended, supplemented or otherwise modified and in effect from time to time, the "Pooling and Servicing Agreement");

WHEREAS the Seller and Servicer and the Trustee wish to amend the Pooling and Servicing Agreement as provided herein;

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Pooling and Servicing Agreement as follows:

SECTION 1. Amendment of Section 1.01. (a) Section 1.01 of the Pooling and Servicing Agreement shall be and hereby is amended by adding the following sentence at the end of the definition of "Collections" therein, which shall read in its entirety as follows:

Collections with respect to any Monthly Period shall also include any Recoveries allocated to the Trust during such Monthly Period and deposited into the Finance Charge Account on or prior to each Transfer Date.

(b) Section 1.01 of the Pooling and Servicing Agreement shall be and hereby is amended by the addition of the following definition, which shall read in its entirety as follows:

"Recoveries" shall mean all amounts recovered in respect of Receivables in Defaulted Accounts; provided, however, that if any amount so recovered relates to both Receivables in Defaulted Accounts and other receivables, and if it cannot be determined with objective certainty whether such amount relates to Receivables in Defaulted Accounts or other receivables, the term "Recoveries" shall mean the amount reasonably estimated by the Servicer as having been recovered in respect of Receivables in Defaulted Accounts. Recoveries shall be treated as Collections of Finance Charge Receivables.

(c) Section 1.01 of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" where such words first appear in the definition of "Trust."

SECTION 2. Amendment of Section 2.01. (a) Section 2.01 of the Pooling and Servicing Agreement shall be and hereby is amended by deleting the first sentence thereof in its entirety, and inserted in its place shall be the following:

The Seller does hereby transfer, assign, set-over, and otherwise convey to the Trustee, without recourse, all of its right, title and interest in and to the Receivables now existing and hereafter created and arising in connection with the Accounts (other than Receivables in Additional Accounts), all monies due or to become due with respect to such Receivables (including all Finance Charge Receivables), all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof.

(b) Section 2.01 of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" where such words first appear in the second sentence of the fourth paragraph thereof.

SECTION 3. Amendment of Section 2.04. (a) Subsection 2.04(a)(ii) of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" in each instance where such words appear in such subsection.

(b) Subsection 2.04(d)(iii) of the Pooling and Servicing

Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" where such words first appear in such subsection.

(c) Subsection 2.04(e) of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" in each instance where such words appear in such subsection.

SECTION 4. Amendment of Section 2.06. Subsection 2.06(c)(iv) of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" in each instance where such words appear in such subsection.

SECTION 5. Amendment of Section 2.08. Subsection 2.08(a) of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" where such words first appear in such subsection.

SECTION 6. Amendment of Section 10.01. Subsection 10.01(d) of the Pooling and Servicing Agreement is hereby amended by adding the words ", Recoveries" after the words "Insurance Proceeds" where such words first appear in such subsection.

SECTION 7. Amendment of Section 12.04. Section 12.04 of the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" where such words first appear in such section.

SECTION 8. Amendment of Exhibit B. Section 3 of Exhibit B to the Pooling and Servicing Agreement is hereby amended by adding the words "and Recoveries" after the words "Insurance Proceeds" in each instance where such words appear in such section.

SECTION 9. Effectiveness. The amendments provided for by this Amendment shall become effective upon receipt by the Trustee of the following:

(a) Notification in writing from each of Moody's and Standard & Poor's to the effect that the terms of this Amendment will not result in a reduction or withdrawal of the rating of any outstanding Series or Class to which it is a Rating Agency.

(b) Confirmation from the Seller and Servicer that it has received a copy of the written notification referred to in subsection 9(a) above and that such written notification is satisfactory to the Seller and Servicer in its sole discretion.

(c) An Opinion of Counsel for the Seller addressed to the Trustee to the effect that the terms of this Amendment will not adversely affect in any material respect the interests of any Investor Certificateholder.

(d) Counterparts of this Amendment, duly executed by the parties hereto.

SECTION 10. Pooling and Servicing Agreement in Full Force and Effect as Amended. Except as specifically amended or waived hereby, all of the terms and conditions of the Pooling and Servicing Agreement shall remain in full force and effect. All references to the Pooling and Servicing Agreement in any other document or instrument shall be deemed to mean such Pooling and Servicing Agreement as amended by this Amendment. This Amendment shall not constitute a novation of the Pooling and Servicing Agreement, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Pooling and Servicing Agreement, as amended by this Amendment, as though the terms and obligations of the Pooling and Servicing Agreement were set forth herein.

SECTION 11. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

SECTION 12. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED, HOWEVER, THAT THE IMMUNITIES AND

STANDARD OF CARE OF THE TRUSTEE IN THE ADMINISTRATION OF THE TRUST
HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 13. Defined Terms and Section References.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pooling and Servicing Agreement. All Section or subsection references herein shall mean Sections or subsections of the Pooling and Servicing Agreement, except as otherwise provided herein.

IN WITNESS WHEREOF, the Seller, the Servicer and the Trustee have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

MBNA AMERICA BANK,
NATIONAL ASSOCIATION,
Seller and Servicer

By: _____/s/ Christopher A.

Halmy _____
Name: Christopher A. Halmy
Title: Vice President

THE BANK OF NEW YORK,
Trustee

By: _____/s/ Cassandra

Shedd _____
Name: Cassandra Shedd
Title: Vice President

(..continued)

MBNA CREDIT CARD MASTER NOTE TRUST
as Issuer

CLASS C(2001-5) TERMS DOCUMENT
dated as of December 11, 2001
to
MBNASERIES INDENTURE SUPPLEMENT
dated as of May 24, 2001
to
INDENTURE
dated as of May 24, 2001

THE BANK OF NEW YORK
as Indenture Trustee

THIS CLASS C(2001-5) TERMS DOCUMENT (this "Terms Document"), by and between MBNA CREDIT CARD MASTER NOTE TRUST, a statutory business trust organized under the laws of the State of Delaware (the "Issuer"), having its principal office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and THE BANK OF NEW YORK, a New York banking corporation (the "Indenture Trustee"), is made and entered into as of December 11, 2001.

Pursuant to this Terms Document, the Issuer and the Trust shall create a new tranche of Class C Notes and shall specify the principal terms thereof.

ARTICLE I

Definitions and Other Provisions of General Application

Section 1.01. Definitions. For all purposes of this Terms Document, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
 - (2) all other terms used herein which are defined in the Indenture Supplement or the Indenture, either directly or by reference therein, have the meanings assigned to them therein;
 - (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in the United States of America at the date of such computation;
 - (4) all references in this Terms Document to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Terms Document as originally executed;
 - (5) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Terms Document as a whole and not to any particular Article, Section or other subdivision;
 - (6) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture Supplement or the Indenture, the terms and provisions of this Terms Document shall be controlling;
 - (7) each capitalized term defined herein shall relate only to the Class C(2001-5) Notes and no other tranche of Notes issued by the Issuer; and
 - (8) "including" and words of similar import will be deemed to be followed by "without limitation."
- "Accumulation Reserve Funding Period" shall mean, (a) if the Accumulation Period Length is determined to be one (1) month, there shall be no Accumulation Reserve Funding Period and (b) otherwise, the period (x) commencing on the earliest to occur of (i) the Monthly Period beginning three (3) calendar months prior to the first Transfer Date for which a budgeted deposit is targeted to be made into the Principal Funding sub-Account of the Class C(2001-5) Notes pursuant to

Section 3.10(b) of the Indenture Supplement, (ii) the Monthly Period following the first Transfer Date following and including the December 2004 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 2%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 24 months prior to the Expected Principal Payment Date, (iii) the Monthly Period following the first Transfer Date following and including the June 2005 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 3%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 18 months prior to the Expected Principal Payment Date, and (iv) the Monthly Period following the first Transfer Date following and including the August 2005 Transfer Date for which the Quarterly Excess Available Funds Percentage is less than 4%, but in such event the Accumulation Reserve Funding Period shall not be required to commence earlier than 16 months prior to the Expected Principal Payment Date and (y) ending on the close of business on the last day of the Monthly Period preceding the earlier to occur of (i) the Expected Principal Payment Date for the Class C(2001-5) Notes and (ii) the date on which the Class C(2001-5) Notes are paid in full.

"Base Rate" means, with respect to any Monthly Period, the sum of (i) the Weighted Average Interest Rates for the Outstanding MBNA series Notes, (ii) the Net Servicing Fee Rate (as such term is defined in the Series 2001-D Supplement) and (iii) so long as MBNA or The Bank of New York is the Servicer, the Servicer Interchange Rate, in each case, for such Monthly Period.

"Calculation Agent" is defined in Section 2.03(a).

"Class C Reserve Account Percentage" means, (i) zero, if the Quarterly Excess Available Funds Percentage on such Transfer Date is greater than or equal to 4.50%, (ii) 1.25%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 4.50% and greater than or equal to 4.00%, (iii) 2.00%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 4.00% and greater than or equal to 3.50%, (iv) 2.75%, if the Quarterly Excess Available Funds Percentage is less than 3.50% and greater than or equal to 3.00%; (v) 3.50%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 3.00% and greater than or equal to 2.50%, (vi) 4.50%, if the Quarterly Excess Available Funds Percentage is less than 2.50% and greater than or equal to 2.00%, and (vii) 6.00%, if the Quarterly Excess Available Funds Percentage on such Transfer Date is less than 2.00%.

"Class C(2001-5) Note" means any Note, substantially in the form set forth in Exhibit A-3 to the Indenture Supplement, designated therein as a Class C(2001-5) Note and duly executed and authenticated in accordance with the Indenture.

"Class C(2001-5) Noteholder" means a Person in whose name a Class C(2001-5) Note is registered in the Note Register.

"Class C(2001-5) Termination Date" means the earliest to occur of (a) the Principal Payment Date on which the Outstanding Dollar Principal Amount of the Class C(2001-5) Notes is paid in full, (b) the Legal Maturity Date and (c) the date on which the Indenture is discharged and satisfied pursuant to Article VI thereof.

"Controlled Accumulation Amount" means \$12,500,000; provided, however, if the Accumulation Period Length is determined to be less than twelve (12) months pursuant to Section 3.10(b)(ii) of the Indenture Supplement, the Controlled Accumulation Amount shall be the amount specified in the definition of "Controlled Accumulation Amount" in the Indenture Supplement.

"Excess Available Funds Percentage" shall mean, with respect to any Transfer Date, the amount, if any, by which the Portfolio Yield for the preceding Monthly Period exceeds the Base Rate for such Monthly Period.

"Expected Principal Payment Date" means January 16, 2007.

"Initial Dollar Principal Amount" means \$150,000,000.

"Interest Payment Date" means the fifteenth day of each month commencing January 15, 2002, or if such fifteenth day is not a Business Day, the next succeeding Business Day.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the previous Interest Payment Date (or in the case of the initial Interest Payment Date, from and including the Issuance Date) through the day preceding such Interest Payment Date.

"Issuance Date" means December 11, 2001.

"Legal Maturity Date" means June 15, 2009.

"LIBOR" means, for any Interest Period, the London interbank offered rate for one-month United States dollar deposits determined by the Indenture Trustee on the LIBOR Determination Date for each Interest Period in accordance with the provisions of Section 2.05.

"LIBOR Determination Date" means December 7, 2001 for the period from and including the Issuance Date to but excluding January 15, 2002 and the second London Business Day prior to the commencement of the second and each subsequent Interest Period.

"London Business Day" means any Business Day on which dealings in deposits in United States Dollars are transacted in the London interbank market.

"MBNAseries Servicer Interchange" means, with respect to any Monthly Period, an amount equal to the product of (a) the Servicer Interchange (as such term is defined in the Series 2001-D Supplement) with respect to such Monthly Period and (b) a fraction the numerator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period and the denominator of which is the Weighted Average Available Funds Allocation Amount for all series of Notes for such Monthly Period.

"Note Interest Rate" means a rate per annum equal to 1.22% in excess of LIBOR as determined by the Calculation Agent on the related LIBOR Determination Date with respect to each Interest Period.

"Paying Agent" means The Bank of New York.

"Portfolio Yield" means, with respect to any Monthly Period, the annualized percentage equivalent of a fraction, the numerator of which is (a) the amount of Available Funds allocated to the MBNAseries pursuant to Section 501 of the Indenture, plus (b) any Interest Funding sub-Account Earnings on the related Transfer Date, plus (c) any amounts to be treated as MBNAseries Available Funds pursuant to Sections 3.20(d) and 3.27(a) of the Indenture Supplement, plus (d) the MBNAseries Servicer Interchange for such Monthly Period, minus (e) the excess, if any, of the sum of the PFA Prefunding Earnings Shortfall plus the PFA Accumulation Earnings Shortfall over the sum of the aggregate amount to be treated as MBNAseries Available Funds for such Monthly Period pursuant to Sections 3.04(a)(ii) and 3.25(a) of the Indenture Supplement plus any other amounts applied to cover earnings shortfalls on amounts in the Principal Funding sub-Account for any tranche of MBNAseries Notes for such Monthly Period, minus (f) the MBNAseries Investor Default Amount for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 306 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Quarterly Excess Available Funds Percentage" means, with respect to the January 2002 Transfer Date and each Transfer Date thereafter, the percentage equivalent of a fraction the numerator of which is the sum of the Excess Available Funds Percentages with respect to the immediately preceding three Monthly Periods and the denominator of which is three.

"Record Date" means, for any Transfer Date, the last Business Day of the preceding Monthly Period.

"Reference Banks" means four major banks in the London interbank market selected by the Beneficiary.

"Required Accumulation Reserve sub-Account Amount" means, with respect to any Monthly Period during the Accumulation Reserve Funding Period, an amount equal to (i) 0.5% of the Outstanding Dollar Principal Amount of the Class C(2001-5) Notes as of the close of business on the last day of the preceding Monthly Period or (ii) any other amount designated by the Issuer; provided, however, that if such designation is of a lesser amount, the Note Rating Agencies shall have provided prior written confirmation that a Ratings Effect will not occur with respect to such change.

"Servicer Interchange Rate" means, for any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the

MBNAseries Servicer Interchange for such Monthly Period, and the denominator of which is the Weighted Average Available Funds Allocation Amount for the MBNAseries for such Monthly Period.

"Stated Principal Amount" means \$150,000,000.

"Telerate Page 3750" means the display page currently so designated on the Bridge Telerate Market Report (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices).

"Weighted Average Interest Rates" means, with respect to any Outstanding Notes of a class or tranche of the MBNAseries, or of all of the Outstanding Notes of the MBNAseries, on any date, the weighted average (weighted based on the Outstanding Dollar Principal Amount of the related Notes on such date) of the following rates of interest:

(a) in the case of a tranche of Dollar Interest-bearing Notes with no Derivative Agreement for interest, the rate of interest applicable to that tranche on that date;

(b) in the case of a tranche of Discount Notes, the rate of accretion (converted to an accrual rate) of that tranche on that date;

(c) in the case of a tranche of Notes with a payment due under a Performing Derivative Agreement for interest, the rate at which payments by the Issuer to the applicable Derivative Counterparty accrue on that date (prior to the netting of such payments, if applicable); and

(d) in the case of a tranche of Notes with a non-Performing Derivative Agreement for interest, the rate specified for that date in the related terms document.

Section 1.02. Governing Law. THIS TERMS DOCUMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 1.03. Counterparts. This Terms Document may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

Section 1.04. Ratification of Indenture and Indenture Supplement. As supplemented by this Terms Document, each of the Indenture and the Indenture Supplement is in all respects ratified and confirmed and the Indenture as so supplemented by the Indenture Supplement as so supplemented and this Terms Document shall be read, taken and construed as one and the same instrument.

[END OF ARTICLE I]

ARTICLE II

The Class C(2001-5) Notes

Section 2.01. Creation and Designation. There is hereby created a tranche of MBNAseries Class C Notes to be issued pursuant to the Indenture and the MBNAseries Indenture Supplement to be known as the "MBNAseries Class C(2001-5) Notes."

Section 2.02. Interest Payment.

(a) For each Interest Payment Date, the amount of interest due with respect to the Class C(2001-5) Notes shall be an amount equal to the product of (i) (A) a fraction, the numerator of which is the actual number of days in the related Interest Period and the denominator of which is 360, times (B) the Note Interest Rate in effect with respect to the related Interest Period, times (ii) the Outstanding Dollar Principal Amount of the Notes determined as of the Record Date preceding the related Transfer Date. Interest on the Class C(2001-5) Notes will be calculated on the basis of the actual number of days in the related Interest Period and a 360-day year.

(b) Pursuant to Section 3.03 of the Indenture Supplement, on each Transfer Date, the Indenture Trustee shall deposit into the Class C(2001-5) Interest Funding sub-Account the portion of MBNAseries Available Funds allocable to the Class C(2001-5) Notes.

Section 2.03. Calculation Agent; Determination of LIBOR.

(a) The Issuer hereby agrees that for so long as any Class C(2001-5) Notes are Outstanding, there shall at all times be an agent appointed to calculate LIBOR for each Interest Period (the "Calculation Agent"). The Issuer hereby initially appoints the Indenture Trustee as the Calculation Agent for purposes of determining LIBOR for each Interest Period. The Calculation Agent may be removed by the Issuer at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer, or if the Calculation Agent fails to determine LIBOR for an Interest Period, the Issuer shall promptly appoint a replacement Calculation Agent that does not control or is not controlled by or under common control with the Issuer or its Affiliates. The Calculation Agent may not resign its duties, and the Issuer may not remove the Calculation Agent, without a

successor having been duly appointed.

(b) On each LIBOR Determination Date, the Calculation Agent shall determine LIBOR on the basis of the rate for deposits in United States dollars for a one-month period which appears on Telerate Page 3750 as of 11:00 a.m., London time, on such date. If such rate does not appear on Telerate Page 3750, the rate for that LIBOR Determination Date shall be determined on the basis of the rates at which deposits in United States dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on that day to prime banks in the London interbank market for a one-month period. The Calculation Agent shall request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that LIBOR Determination Date shall be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that LIBOR Determination Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Beneficiary, at approximately 11:00 a.m., New York City time, on that day for loans in United States dollars to leading European banks for a one-month period.

(c) The Note Interest Rate applicable to the then current and the immediately preceding Interest Periods may be obtained by telephoning the Indenture Trustee at its corporate trust office at (212) 328-7543 or such other telephone number as shall be designated by the Indenture Trustee for such purpose by prior written notice by the Indenture Trustee to each Noteholder from time to time.

(d) On each LIBOR Determination Date, the Calculation Agent shall send to the Indenture Trustee and the Beneficiary, by facsimile transmission, notification of LIBOR for the following Interest Period.

Section 2.04. Payments of Interest and Principal.

(a) Any installment of interest or principal, if any, payable on any Class C(2001-5) Note which is punctually paid or duly provided for by the Issuer and the Indenture Trustee on the applicable Interest Payment Date or Principal Payment Date shall be paid by the Paying Agent to the Person in whose name such Class C(2001-5) Note (or one or more Predecessor Notes) is registered on the Record Date, by wire transfer of immediately available funds to such Person's account as has been designated by written instructions received by the Paying Agent from such Person not later than the close of business on the third Business Day preceding the date of payment or, if no such account has been so designated, by check mailed first-class, postage prepaid to such Person's address as it appears on the Note Register on such Record Date, except that with respect to Notes registered on the Record Date in the name of the nominee of Cede & Co., payment shall be made by wire transfer of immediately available funds to the account designated by such nominee.

(b) The right of the Class C(2001-5) Noteholders to receive payments from the Issuer will terminate on the first Business Day following the Class C(2001-5) Termination Date.

Section 2.05. Targeted Deposit to the Class C Reserve Account. The deposit targeted to be made to the Class C Reserve sub-Account for the Class C(2001-5) Notes for any Transfer Date will be an amount equal to (i) the product of (A) Class C Reserve Account Percentage for the related Monthly Period times (B) the sum of the Initial Outstanding Dollar Principal Amounts of each tranche of Outstanding MBNAseries Notes as of the last day of the preceding Monthly Period times (C) a fraction, the numerator of which is the Nominal Liquidation Amount of the Class C(2001-5) Notes as of the close of business on the last day of the preceding Monthly Period and the denominator of which is the Nominal Liquidation Amount of all Class C Notes in the MBNAseries as of the close of business on the last day of the preceding Monthly Period, minus (ii) any amount previously on deposit in the Class C(2001-5) Reserve sub-Account prior to such targeted deposit; provided however, that if an Early Redemption Event or Event of Default occurs with respect to the Class C(2001-5) Notes, the deposit targeted will be the Adjusted Outstanding Dollar Principal Amount of the Class C(2001-5) notes minus the amount then on deposit in such sub-Account.

Section 2.06. Form of Delivery of Class C(2001-5) Notes; Depository; Denominations.

(a) The Class C(2001-5) Notes shall be delivered in the form of a Global, Registered Note as provided in Sections 202 and 301(i) of the Indenture, respectively.

(b) The Depository for the Class C(2001-5) Notes shall be The Depository Trust Company, and the Class C(2001-5) Notes shall initially be registered in the name of Cede & Co., its nominee.

(c) The Class C(2001-5) Notes will be issued in minimum denominations of \$1,000 and integral multiples that amount.

Section 2.07. Delivery and Payment for the Class C(2001-5) Notes. The Issuer shall execute and deliver the Class C(2001-5) Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Class C(2001-5) Notes when authenticated, each in accordance with Section 303 of the Indenture.

Section 2.08. Targeted Deposits to the Accumulation Reserve Account. The deposit targeted to be made to the Accumulation

Reserve Account for any Monthly Period during the Accumulation Reserve Funding Period will be an amount equal to the Required Accumulation Reserve sub-Account Amount.

[END OF ARTICLE II]
ARTICLE III

Representations and Warranties

Section 3.01. Issuer's Representations and Warranties.

The Issuer makes the following representations and warranties as to the Collateral Certificate on which the Indenture Trustee is deemed to have relied in acquiring the Collateral Certificate. Such representations and warranties speak as of the execution and delivery of this Terms Document, but shall survive until the termination of this Terms Document. Such representations and warranties shall not be waived by any of the parties to this Terms Document unless the Issuer has obtained written confirmation from each Note Rating Agency that there will be no Ratings Effect with respect to such waiver.

(a) The Indenture creates a valid and continuing security interest (as defined in the New York UCC) in the Collateral Certificate in favor of the Indenture Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Collateral Certificate constitutes either an "account," a "general intangible," an "instrument," or a "certificated security," each within the meaning of the New York UCC.

(c) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Issuer owned and had good and marketable title to the Collateral Certificate free and clear of any lien, claim or encumbrance of any Person.

(d) The Issuer has caused, within ten days of the execution of the Indenture, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral Certificate granted to the Indenture Trustee pursuant to the Indenture.

(e) Other than the security interest granted to the Indenture Trustee pursuant to the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed the Collateral Certificate. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral Certificate other than any financing statement relating to the security interest granted to the Indenture Trustee pursuant to the Indenture or any financing statement that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) All original executed copies of the Collateral Certificate have been delivered to the Indenture Trustee.

(g) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Collateral Certificate had no marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee.

[END OF ARTICLE III]

IN WITNESS WHEREOF, the parties hereto have caused this Terms Document to be duly executed, all as of the day and year first above written.

MBNA CREDIT CARD MASTER NOTE TRUST,
by MBNA AMERICA BANK,
NATIONAL ASSOCIATION,
as Beneficiary and not in its individual
capacity

By: ___/s/ Kevin F.
Sweeney_____
Kevin F. Sweeney
First Vice President

THE BANK OF NEW YORK, as Indenture
Trustee
and not in its individual capacity

By: ___/s/ Cassandra Shedd_____
Name: Cassandra Shedd
Title: Assistant Vice President

[Signature Page to the Class C(2001-5) Terms Document]

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DOCSDC1:117257.5 2

DOCSDC1:135872.2

MONTHLY SERIES CERTIFICATEHOLDERS' STATEMENT

SERIES 2001-D

MBNA AMERICA BANK, NATIONAL ASSOCIATION

MBNA MASTER CREDIT CARD TRUST II

MONTHLY PERIOD ENDING DECEMBER 31, 2001

The information which is required to be prepared with respect to the Transfer Date of January 14, 2002 and with respect to the performance of the Issuer during the related Monthly Period.

Capitalized terms used in this Statement have their respective meanings set forth in the Pooling and Servicing Agreement.

A. Information Regarding the Current Monthly Distribution

1. The amount of the current monthly distribution which constitutes Available Funds \$140,497,865.57

2. The amount of the current monthly distribution which constitutes Available Investor Principal Collections See Addendum to Exhibit B

B. Information Regarding the Performance of the Trust

1. Collection of Principal Receivables

(a) The aggregate amount of Collections of Principal Receivables processed during the related Monthly Period and allocated to Series 2001-D \$1,228,111,196.61

2. Collection of Finance Charge Receivables

(a) The aggregate amount of Collections of Finance Charge Receivables processed during the related Monthly Period and allocated to Series 2001-D \$129,159,384.85

3. Principal Receivables in the Trust

(a) The aggregate amount of Principal Receivables in the Trust as of the end of the day on the last day of the related Monthly Period \$64,879,541,789.71

(b) The amount of Principal Receivables in the Trust represented by the Investor Interest of Series 2001-D as of the end of the day on the last day of the related Monthly Period \$9,800,000,000.00

(c) The Floating Allocation Investor Interest as of the end of the day on the last day of the related Monthly Period \$9,800,000,000.00

(d) The Principal Allocation Investor Interest as of the end of the day on the last day of the related Monthly Period \$9,800,000,000.00

(e) The Floating Investor Percentage with respect to the related Monthly Period

December 1, 2001 through December 3, 2001 13.74%
December 4, 2001 through December 4, 2001 14.34%
December 5, 2001 through December 10, 2001 14.96%
December 11, 2001 through December 19, 2001 15.17%
December 20, 2001 through December 31, 2001 15.20%

(f)The Principal Investor Percentage with respect to the Monthly Period

December 1, 2001 through December 3, 2001 13.74%
December 4, 2001 through December 4, 2001 14.34%
December 5, 2001 through December 10, 2001 14.96%
December 11, 2001 through December 19, 2001 15.17%
December 20, 2001 through December 31, 2001 15.20%

4. Delinquent Balances

The aggregate amount of outstanding balances in the Accounts which were delinquent as of the end of the day on the last day of the related Monthly Period:

Aggregate
Account
Balance
Percentage
of Total
Receivables

(a)
30 - 59 days:
\$1,247,086,495.36
1.88%

(b)
60 - 89 days:
\$708,483,532.11
1.07%

(c)
90 - 119 days:
\$687,072,514.13
1.03%

(d)
120 - 149 days:
\$328,550,714.99
0.49%

(e)
150 - or more days:
\$458,043,297.20
0.69%

Total:
\$3,429,236,553.79
5.16%

5. Investor Default Amount

(a)The Aggregate Investor Default Amount for the related Monthly Period \$41,901,217.45

6. Investor Servicing Fee

(a)The amount of the Investor Servicing Fee payable by the Trust to the Servicer for the related Monthly Period \$15,948,924.73

(b)The amount of the Net Servicing Fee payable by the Trust to the Servicer for the related Monthly Period \$9,968,077.96

(c)The amount of the Servicer Interchange payable by the Trust to the Servicer for the related Monthly

Period\$5,980,846.77

IN WITNESS WHEREOF, the undersigned has duly executed this certificate this
8th day of January, 2002.

MBNA AMERICA BANK,
NATIONAL ASSOCIATION,
Servicer
Christopher Harris

Name: Christopher Harris
Title: First Vice President

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2001-D
2001-D A-1

SCHEDULE TO MONTHLY NOTEHOLDERS' STATEMENT

MBNAseries
MBNA CREDIT CARD MASTER NOTE TRUST

MONTHLY PERIOD ENDING December 31, 2001

Reference is made to the 2001-D Supplement (the "Series 2001-D" Supplement), dated as of May 24, 2001, between MBNA America Bank, National Association, a national banking association (the "Bank"), as Seller and Servicee, and The Bank of New York, as Trustee, the Indenture (the "Indenture"), dated as of May 24, 2001 and the Indenture Supplement (the "Indenture Supplement"), dated as of May 24, 2001, each between MBNA Credit Card Master Note Trust, as Issuer, and "The Bank of New York, as Indenture Trustee. Terms used herein and not defined herein have the meanings ascribed to them in the 2001-D Supplement, the Indenture and the Indenture Supplement, as applicable.

The following computations are prepared with respect to the Transfer Date of January 14, 2002 and with respect to the performance of the Trust during the related Monthly Period.

A. Targeted deposits to Interest Funding sub-Accounts:

	Targeted Deposit to Interest Funding	Actual Deposit to Interest Funding sub-Account for applicable Monthly Period	Shortfall from earlier Monthly Periods	Interest Funding sub-account Balance prior to Withdrawals*	Interest Funding sub-Account Earnings
Class A:					
Class A(2001-1)	\$4,791,666.67	\$4,791,666.67	\$0.00	\$4,791,666.67	\$0.00
Class A(2001-2)	\$864,212.08	\$864,212.08	\$0.00	\$864,212.08	\$0.00
Class A(2001-3)	\$2,046,111.11	\$2,046,111.11	\$0.00	\$6,491,111.11	\$6,713.59
Class A(2001-Emerald)	\$7,508,969.61	\$7,508,969.61	\$0.00	\$104,759,636.01	\$161,452.72
Class A(2001-4)	\$1,631,757.50	\$1,631,757.50	\$0.00	\$1,631,757.50	\$0.00
Class A(2001-5)	\$848,100.97	\$848,100.97	\$0.00	\$848,100.97	\$0.00
Class A Total:	\$17,690,817.94	\$17,690,817.94	\$0.00	\$119,386,484.34	\$168,166.31
Class B:					
Class B(2001-1)	\$457,279.65	\$457,279.65	\$0.00	\$457,279.65	\$0.00
Class B(2001-2)	\$454,258.82	\$454,258.82	\$0.00	\$454,258.82	\$0.00
Class B(2001-3)	\$263,520.83	\$263,520.83	\$0.00	\$263,520.83	\$0.00
Class B Total:	\$1,175,059.30	\$1,175,059.30	\$0.00	\$1,175,059.30	\$0.00
Class C:					
Class C(2001-1)	\$593,217.15	\$593,217.15	\$0.00	\$593,217.15	\$0.00
Class C(2001-2)	\$245,342.42	\$245,342.42	\$0.00	\$245,342.42	\$0.00
Class C(2001-3)	\$2,183,333.33	\$2,183,333.33	\$0.00	\$2,183,333.33	\$0.00
Class C(2001-4)	\$593,217.15	\$593,217.15	\$0.00	\$593,217.15	\$0.00
Class C(2001-5)	\$472,864.58	\$472,864.58	\$0.00	\$472,864.58	\$0.00
Class C Total:	\$4,087,974.63	\$4,087,974.63	\$0.00	\$4,087,974.63	\$0.00
Total:	\$22,953,851.87	\$22,953,851.87	\$0.00	\$124,649,518.27	\$168,166.31

* The Interest Funding Account Balance for Class A(2001-Emerald) reflects activity as of the end of the Monthly Period.

B. Interest to be paid on the corresponding Payment Date:*

CUSIP	Interest Payment Date	Interest Rate Number	Amount of interest to be paid on corresponding Interest Payment Date	
Class A				
Class A(2001-1)	55264TAC5	January 15, 2002	5.7500000%	\$4,791,666.67
Class A(2001-2)	55264TAE1	January 15, 2002	2.1456300%	\$864,212.08
Class A(2001-3)	55264TAG6	January 15, 2002	2.5400000%	\$6,491,111.11
Class A(2001-4)	55264TAL5	January 15, 2002	2.0256300%	\$1,631,757.50
Class A(2001-5)	55264TAM3	January 15, 2002	2.1056300%	\$848,100.97
Total Class A	\$14,626,848.33			
Class B				
Class B(2001-1)	55264TAA9	January 15, 2002	2.2706300%	\$457,279.65
Class B(2001-2)	55264TAJ0	January 15, 2002	2.2556300%	\$454,258.82
Class B(2001-3)	55264TAP6	January 15, 2002	2.4325000%	\$263,520.83
Total Class B	\$1,175,059.30			
Class C				
Class C(2001-1)	55264TAB7	January 15, 2002	2.9456300%	\$593,217.15
Class C(2001-2)	55264TAD3	January 15, 2002	3.0456300%	\$245,342.42
Class C(2001-3)	55264TAP8	January 15, 2002	6.5500000%	\$2,183,333.33
Class C(2001-4)	55264TAK7	January 15, 2002	2.9456300%	\$593,217.15
Class C(2001-5)	55264TAN1	January 15, 2002	3.2425000%	\$472,864.58
Total Class C	\$4,087,974.63			

* For Interest Payment information on the Emerald Note program, refer to Exhibit B to the Class A(2001-Emerald) Terms Document.

C. Targeted deposits to Class C Reserve sub-Accounts:

Targeted Deposit to Class C Reserve sub-Account for applicable Monthly Period	Actual Deposit to Class C Reserve sub-Account for applicable	Class C Reserve sub-Account Balance on Transfer Date	Class C Reserve sub-Account Earnings

NOTHING TO REPORT

D. Withdrawals to be made from the C Reserve sub-Accounts on the corresponding Transfer Date:

Withdrawals for Interest Principal sub-Account Balance on Transfer Date after withdrawals	Withdrawals for Class C Reserve

NOTHING TO REPORT

E. Targeted deposits to Principal Funding sub-Accounts:

Targeted Deposit to Principal Funding	Actual Deposit to Principal Funding	Shortfall from earlier Monthly	Principal Funding	Principal Funding sub-Account

Class B(2001-3)	\$150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$650,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Class C								
Class C(2001-1)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Class C(2001-2)	\$100,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Class C(2001-3)	\$400,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Class C(2001-4)	\$250,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Class C(2001-5)	\$150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,150,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$9,800,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* The Beginning Nominal Liquidation Amount for Class A(2001-Emerald) is reported as of the end of the Monthly Period.

K. Excess Available Funds and 3 Month Excess Available Funds:
 Excess Available Funds 70,253,896.32

Is 3 Month Excess Available Funds less than 0 ? (Yes/No) NO

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Monthly Not
 MBNA AMERICA BANK,

NATIONAL ASSOCIATION,

as Beneficiary of the MBNA Credit
 Card Master Note Trust

and

as Servicer of the MBNA Master
 Credit Card Trust II

Name: Christopher Harris
 Title: First Vice President

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