

State of Idaho

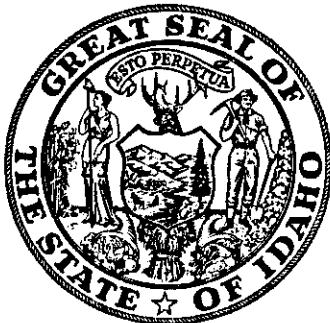
Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of merger of CITICORP PERSON-TO-PERSON FINANCIAL CENTER OF IDAHO, INC., an Idaho corporation, and CITICORP INSURANCE AGENCY, INC., an Idaho corporation into CITICORP MORTGAGE, INC., a Delaware corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of Merger.

Dated: December 17, 1992



Pete T. Cenarrusa
SECRETARY OF STATE

By

Ray J. Clark

ARTICLES OF MERGER

ARTICLES OF MERGER, dated this 9 day of December 1992, pursuant to Section 30-1-77 of the Idaho Business Corporation Act among the following domestic and foreign corporations, collectively referred to as the "constituent corporations":

<u>NAME OF CORPORATION</u>	<u>STATE OF INCORPORATION</u>
CITICORP MORTGAGE, INC.	Delaware
CITICORP PERSON-TO-PERSON FINANCIAL CENTER OF IDAHO, INC.	Idaho
CITICORP INSURANCE AGENCY, INC.	Idaho

WITNESSETH that:

WHEREAS, the constituent corporations desire to merge into a single corporation; and

WHEREAS, the following Plan of Merger was approved by the shareholders of the undersigned domestic corporations in the manner prescribed by the Idaho Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of Delaware under which it is organized; and

WHEREAS, the constituent corporations have the following number of shares outstanding, the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u> <u>Designation of</u> <u># of</u> <u>Class</u> <u>SECRETARY OF STATE</u> <u>Shares</u>
CITICORP MORTGAGE, INC.	200,000	19921217 0900 39076 2 CK #: 10142 CUST# 1 CORPORATION 18 20.00= 200,000

DEC 11 1 29 PM '92
SECRETARY OF STATE

CITICORP PERSON-TO
PERSON FINANCIAL
CENTER OF IDAHO,
INC.

1,000

Common

1,000

CITICORP INSURANCE
AGENCY, INC. (the
Idaho corp.)

1,000

Common

1,000

WHEREAS, each constituent corporation has its total number of outstanding shares voted in favor of this Plan of Merger; and

WHEREAS, Section 252 of the General Corporation Law of the State of Delaware permits such merger; and

WHEREAS, The surviving corporation will be Citicorp Mortgage, Inc. and it is to be governed by the laws of the State of Delaware.

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: CITICORP MORTGAGE, INC., hereby merges into itself each of the other constituent corporations, collectively referred to as the "merging corporations," and CITICORP MORTGAGE, INC. shall be the surviving corporation.

SECOND: The Certificate of Incorporation of CITICORP MORTGAGE, INC., as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the merging corporations into the shares or other securities of the surviving corporation shall be as follows: All of the issued and outstanding shares of CITICORP PERSON-TO-PERSON FINANCIAL CENTER OF IDAHO, INC., and CITICORP INSURANCE AGENCY, INC. (Idaho) shall be canceled and no shares of CITICORP MORTGAGE, INC. shall be issued in exchange therefor.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders or until their successors shall have been elected and qualified.

(c) This merger shall become effective at 11:59 P.M. on December 31, 1992.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of each merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and each merging corporation

shall be as effectively the property of the surviving corporation as they were of the surviving corporation and each merging corporation, respectively. Each merging corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of each merging corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

(e) Surviving corporation agrees that it may be served with process in the State of Idaho in any proceeding for the enforcement of any obligation of the undersigned domestic corporations and in any proceeding for the enforcement of the rights of a dissenting shareholder of either domestic corporation against the surviving corporation.

(f) Surviving corporation irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process in any such proceeding.

(g) Surviving corporation agrees that it will promptly pay to the dissenting shareholders of either domestic corporation should any exist the amount, if any, to which they shall be entitled under the provisions of the Idaho Business Corporation Act with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors and consented to by their respective sole stockholder have caused these presents to be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of each party hereto as the respective act, deed and agreement of said corporations on this 9 day of December, 1992.

CITICORP MORTGAGE, INC.
(the Delaware corporation)

By Mark J. Devine
Mark J. Devine, President


By Jeffery L. Boyher
Jeffery Boyher, Secretary

CITICORP PERSON-TO-PERSON
FINANCIAL CENTER OF IDAHO, INC.

By Anthony T. Meola
Anthony T. Meola, Vice President

By Jeffery L. Boyher
Jeffery Boyher, Secretary

CITICORP INSURANCE AGENCY, INC.
(the Idaho corporation)

By 
Anthony T. Meola, Vice President

By 
George Boland, Secretary

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

I, H. D. Winfield, a notary public,
do hereby certify that on this 9th day of December, 1992,
personally appeared before me Mark J. Devine, who, being by me
first duly sworn, declared that he is the President of CITICORP
MORTGAGE, INC., that he signed the foregoing document as President
of the corporation, and that the statements therein contained are
true.

(Notarial Seal)

H. D. Winfield
Notary Public for Missouri
Residing at: St. Louis
My Commission Expires: 06/10/94

H. D. WINFIELD
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/10/94
ST. LOUIS COUNTY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

I, H. D. Winfield, a notary public,
do hereby certify that on this 9th day of December, 1992,
personally appeared before me Anthony T. Meola, who, being by me
first duly sworn, declared that he is the Vice President of
CITICORP PERSON-TO-PERSON FINANCIAL CENTER OF IDAHO, INC., that he
signed the foregoing document as Vice President of the corporation,
and that the statements therein contained are true.

(Notarial Seal)

H. D. Winfield
Notary Public for Missouri
Residing at: St. Louis
My Commission Expires: 06/10/94

7 H. D. WINFIELD
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/10/94
ST. LOUIS COUNTY

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, H. D. Winfield, a notary public,
do hereby certify that on this 9th day of December, 1992,
personally appeared before me Anthony T. Meola, who, being by me
first duly sworn, declared that he is the Vice President of
CITICORP INSURANCE AGENCY, INC., that he signed the foregoing
document as Vice President of the corporation, and that the
statements therein contained are true.

(Notarial Seal)

H. D. Winfield
Notary Public for Missouri
Residing at: St. Louis
My Commission Expires: 06/10/94

H. D. WINFIELD
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/10/94
ST. LOUIS COUNTY