

FILED/EFFECTIVE

FEB 4 2 44 PM '00

ARTICLES OF MERGER

MERGING

NATIONWIDE MORTGAGE OF JACKSON, INC.
a Wyoming corporation,

WITH AND INTO

NATIONAL MORTGAGE OF IDAHO, INCORPORATED,
an Idaho corporation

*In accordance with Section 30-1-1107 of the
Idaho Business Corporation Act and
Section 17-16-1107, of the Wyoming Business Corporation Act*

NATIONAL MORTGAGE OF IDAHO, INCORPORATED, an Idaho corporation,
DOES HEREBY CERTIFY as follows:

1. The constituent corporations in the merger (the "Merger") are National Mortgage of Idaho, Incorporated, an Idaho corporation, with its principal place of business at 160 Second Street East, Suite 106, Ketchum, Idaho 83340 ("National Mortgage"), and Nationwide Mortgage of Jackson, Inc., a Wyoming corporation, with its principal place of business at P.O. Box 2494, Ketchum, Idaho 83340 ("Nationwide").
2. An Agreement and Plan of Merger (the "Merger Plan") has been duly authorized and approved by the Board of Directors of National Mortgage in accordance with Sections 30-1-1101 and 30-1-1107 of the Idaho Business Corporation Act (the "IBCA"), and by the Board of Directors of Nationwide in accordance with Sections 17-16-1101 and 17-16-1107 of the Wyoming Business Corporation Act (the "WBCA"). The Merger Plan is attached hereto as Exhibit A and is incorporated herein by this reference.
3. Pursuant to the Merger Plan, Nationwide is being merged with and into National Mortgage, with National Mortgage being the surviving corporation in the Merger (the "Surviving Corporation"). National Mortgage has complied with the provisions of Section 17-16-1105 of the WBCA.
4. The address of the Surviving Corporation where copies of process may be sent by the Wyoming Secretary of State is 1547 Palos Verdes, Suite 251, Walnut Creek, California, 94596.

IDAHO SECRETARY OF STATE

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5. The shareholders of the Surviving Corporation in the Merger were not required to approve the Merger in accordance with Section 17-16-1103(g) of the WBCA and Section 30-1-1103(7) of the IBCA.
6. The Merger Plan was submitted to the shareholders of Nationwide. Nationwide has 1,000 shares of common stock issued and outstanding and entitled to vote on the Merger Plan. One hundred percent (100%) of the common shares voted in favor of the Merger Plan, and zero (0) shares voted against the Merger Plan.
7. The Merger shall become effective as of 12:01 a.m., Mountain Time on the later of (i) the date a copy of these Articles of Merger are filed with the Idaho Secretary of State, or (ii) the date these Articles of Merger are filed with the Wyoming Secretary of State.

IN WITNESS WHEREOF, National Mortgage of Idaho, Incorporated, has caused these Articles of Merger to be executed by its duly authorized President this 31 day of January, 2000.

**NATIONAL MORTGAGE OF IDAHO,
INCORPORATED**

By: _____


Bonnie Ann Moore
President

AGREEMENT AND PLAN OF MERGER

Effective January 1, 2000, National Mortgage of Idaho, Incorporated, an Idaho corporation ("National Mortgage") and Nationwide Mortgage of Jackson, Inc., a Wyoming corporation ("Nationwide"), agree as follows:

1. BACKGROUND.

1.1 Agreement and Plan of Merger. National Mortgage and Nationwide have entered into this Agreement and Plan of Merger ("Plan of Merger") which provides for the merger of Nationwide with and into National Mortgage.

1.2 Board Approval. The Boards of Directors of National Mortgage and Nationwide, respectively, and the Shareholder of Nationwide, have approved the merger of Nationwide with and into National Mortgage and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger.

2. THE MERGER.

2.1 The Merger. Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined in Section 2.2), in accordance with the Idaho Business Corporation Act, as amended ("IBCA") and the Wyoming Business Corporation Act, as amended ("WBCA"), Nationwide shall be merged with and into National Mortgage and the separate existence of Nationwide shall thereupon cease ("Merger"). National Mortgage shall be the surviving corporation in the Merger (sometimes identified herein as the "Surviving Corporation").

2.2 Effective Time of the Merger. The Merger shall become effective as of 12:01 AM, Mountain Time on the later of (i) the date a copy of this Plan of Merger and the requisite Articles of Merger pursuant to Section 30-1-1105 of the IBCA and any other documents necessary to effect the Merger in accordance with the IBCA are filed with the Secretary of State of the State of Idaho, or (ii) the date the Articles of Merger are filed with the Wyoming Secretary of State, in accordance with Section 17-16-1105 of the WBCA (the "Effective Time").

2.3 Effects of Merger. The Merger shall have the effects set forth in Section 30-1-1106 of the IBCA, Section 17-16-1106 of the WBCA, and all other applicable laws.

3. SURVIVING CORPORATION.

3.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of National Mortgage, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended.

3.2 Bylaws. At the Effective Time, the Bylaws of National Mortgage, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

3.3 Directors and Officers. At and after the Effective Time, the directors and officers of National Mortgage immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

4. SHARES.

4.1 Cancellation of Nationwide Shares. Upon the Effective Time, each share of stock of Nationwide issued and outstanding immediately prior to the Effective Time shall (without further action of Nationwide or the Surviving Corporation) thereupon be cancelled.

4.2 No Change to National Mortgage Shares. Upon the Effective Time, each shareholder of National Mortgage, the Surviving Corporation, will hold the same number of shares immediately after the Merger as held immediately prior to the Merger.

5. INTERPRETATION.

5.1 Amendment. This Plan of Merger may be amended by an instrument in writing signed on behalf of each of the parties.

5.2 Notices. All notices and other communications ("Notices") under this Plan of Merger (i) shall be in writing, and (ii) shall be addressed or delivered to the following relevant address or at such other address as shall be given in writing by a party to the other:

5.2.1 If to National Mortgage: Bonnie Ann Moore
President
National Mortgage of Idaho, Incorporated
1547 Palos Verdes, Suite 251
Walnut Creek, CA 94596

with copy to:

Brian L. Ballard
Hawley Troxell Ennis & Hawley LLP
877 West Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83702

5.2.2 If to Nationwide:

Bonnie Ann Moore
President
Nationwide Mortgage of Jackson, Inc.
1547 Palos Verdes, Suite 251
Walnut Creek, CA 94596

Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person or by facsimile, or (ii) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

5.3 Interpretation. This Plan of Merger (and the other documents and instruments referenced in this Plan of Merger) (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, regarding the subject matter of the agreements, (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties, and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Idaho (without giving effect to the provisions thereof relating to conflicts of law); *provided, however*, that the Merger shall be governed by the laws of the State of Idaho and the State of Wyoming, as applicable.

5.4 Counterparts. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5.5 Parties in Interest. This Plan of Merger shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns. Nothing in this Plan of Merger, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Merger Plan.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be duly executed by their authorized officers, as of the dates set forth below, effective as of January 1, 2000.

NATIONWIDE:

NATIONWIDE MORTGAGE OF JACKSON, INC.

Dated: 1-31, 2000

By: *Bonnie Ann Moore*
Bonnie Ann Moore, President

NATIONAL MORTGAGE:

NATIONAL MORTGAGE OF IDAHO,
INCORPORATED

Dated: 1-31, 2000

By: *Bonnie Ann Moore*
Bonnie Ann Moore, President