After Recording Return To:

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT DIVISION
P.O. BOX 1710
CAMPBELL, CA 95009-1710

14-12

State of California
SECRETARY OF STATE

90405

RE: NORWEST MORTGAGE, INC. merged into: DIRECTORS MORTGAGE LOAN CORPORATION
name changed to: NORWEST MORTGAGE, INC.

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

COMPUTER ✓
RECORDED ✓
COMPARED ✓

FILED NO. 892
BOOK 43 PAGE 190
95 OCT -2 AM 9:59
REC $ 20.00
R.M.F. $ 1.00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

15th day of September, 1995.

THE GREAT SEAL OF THE STATE OF CALIFORNIA
EUREKA

Bill Jones

Secretary of State

SEC/STATE FORM CE-108 (REV 12/94)

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FILED
In the office of the Secretary of State
of the State of California
SEP 0 1 1995

Bill Jones
Secretary of State

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AGREEMENT OF MERGER
OF
DIRECTORS MORTGAGE LOAN CORPORATION
AND
NORWEST MORTGAGE, INC.

THIS AGREEMENT OF MERGER (the "Agreement of Merger") is made and entered into as of this 30th day of August, 1995, by and between Directors Mortgage Loan Corporation, a California corporation ("DMLC"), and Norwest Mortgage, Inc., a Minnesota corporation ("NMI").

WHEREAS, the respective Boards of Directors of NMI and DMLC have approved as desirable and in the best interests of each corporation that NMI be merged with and into DMLC by a statutory merger upon the terms and conditions set forth in this Agreement of Merger.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

FIRST: NMI shall be merged with and into DMLC by a statutory merger (the "Merger") in accordance with the General Corporation Law of the State of California and the Minnesota Business Corporation Act (the "MBCA") and on the terms and conditions hereinafter expressed. At the Effective Time of the Merger (as hereinafter defined), the separate existence of NMI shall cease and DMLC shall be the surviving entity (the "Surviving Corporation").

SECOND: The Merger shall be effective (the "Effective Time of the Merger") when this Agreement of Merger and appropriate certificates of its approval and adoption shall have been filed with the Secretary of State of the State of California in accordance with Section 1103 of the California General Corporation Law (the "CGCL").

THIRD: From and after the Effective Time of the Merger, pursuant to the CGCL, the separate existence of NMI will cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of NMI and shall be subject to all the debts and liabilities of NMI in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each of NMI and DMLC shall be preserved unimpaired, provided that such liens upon property of NMI shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Any action or proceeding pending by or against NMI may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place.

FOURTH: The manner of converting the shares of the capital stock of NMI and DMLC upon the Merger shall, by virtue of the Merger at the Effective Time of the Merger and without any action on the part of the holders thereof, be as follows:

(a) Each share of common stock, $20.00 per share par value, of NMI which shall be outstanding immediately prior to the Effective Time of the Merger shall, without any action on the part of the holder thereof, be canceled.

(b) Each share of Series A Voting common stock, no par value, of DMLC (the "Shares") which shall be outstanding immediately prior to the Effective Time of the Merger, other than Shares which are dissenting shares within the meaning of Section 1300(b) of the CGCL ("Dissenting Shares"), shall, without any action on the part of the holder thereof, continue to remain outstanding. Dissenting Shares at or after the Effective Time of the Merger shall be entitled only to such rights as are granted by the CGCL and the MBCA.

FIFTH: The Articles of Incorporation of DMLC in effect immediately prior to the Effective Time of the Merger shall continue to be the Articles of Incorporation of the Surviving Corporation after the Effective Time of the Merger with the following amendment:

Article I, of the Restated Articles of Incorporation, is amended in its entirety to read as follows:

ARTICLE I

The name of this corporation is Norwest Mortgage, Inc.

SIXTH: The By-Laws of DMLC in effect immediately prior to the Effective Time of the Merger shall continue to be the By-Laws of the Surviving Corporation after the Effective Time of the Merger.

SEVENTH: The parties hereto shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken all further or other action as they may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all of NMI's and DMLC's property rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purpose of this Agreement of Merger.

EIGHTH: This Agreement of Merger shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees.

NINTH: The laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

TENTH: The following provisions shall apply with respect to the merger provided for by this Agreement:

1. The surviving corporation, by filing this Agreement of Merger with the State of Minnesota hereby agrees to (i) appoint the Secretary of State of the State of Minnesota as its agent for the service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of NMI, and (ii) agrees that it will promptly pay to the dissenting shareholders of NMI the amount, if any, to which such dissenting shareholders will be entitled under the provisions of the MBCA with respect to the rights of dissenting shareholders.

2. The registered office of the surviving corporation in the State of Minnesota shall be C T Corporation System, 405 Second Avenue S., Minneapolis, Minnesota 55401.

IN WITNESS WHEREOF, NMI, and DMLC, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement of Merger to be executed by their respective officers on the date first above written.

DIRECTORS MORTGAGE LOAN CORPORATION

By: Emily E. Haddad
Emily E. Haddad
Vice President

By: Margaret M Weber
Margaret M. Weber
Assistant Secretary

NORWEST MORTGAGE, INC.

By: Emily E. Haddad
Emily E. Haddad
Vice President

By: Margaret M Weber
Margaret M. Weber
Assistant Secretary

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