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Florida Department of State
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MERGER OR SHARE EXCHANGE

JPMorgan Cahse Home Mortgage of the Southeast LLC

A. LUNT

DEC 31 2007

EXAMINER

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Help

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JPMorgan Chase Home Mortgage of the Southeast LLC	Delaware	LLC
Chase Home Mortgage Corporation of the Southeast	Florida	Corp

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JPMorgan Chase Home Mortgage of the Southeast LLC	Delaware	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

4915 Independence Parkway

Tampa, Florida 33634

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, which such members are entitled under ss. 608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

Street address: 4915 Independence Parkway

Tampa, Florida 33634

Mailing address: 194 Wood Avenue South

Legal Department/3rd Floor

Iselin, NJ 08830

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Chase Home Mortgage Corporation of the Southeast	<i>Marguerite E. Sheehan</i>	Marguerite E. Sheehan
JPMorgan Chase Home Mortgage of the Southeast LLC	<i>Lauren V. Harris</i>	Lauren V. Harris

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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PLAN AND AGREEMENT OF MERGER
BETWEEN
CHASE HOME MORTGAGE CORPORATION OF THE SOUTHEAST
(a Florida corporation)
AND
JPMORGAN CHASE HOME MORTGAGE OF THE SOUTHEAST LLC
(a Delaware limited liability company)

Merging Chase Home Mortgage Corporation of the Southeast with and into
JPMorgan Chase Home Mortgage of the Southeast LLC

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is entered into, as of the 28th day of December, 2007, by and between JPMorgan Chase Home Mortgage of the Southeast LLC, a Delaware limited liability company ("JPMCHMSE LLC"), and Chase Home Mortgage Corporation of the Southeast, a Florida corporation ("CHMCSE").

WITNESSETH:

WHEREAS, JPMCHMSE LLC is a limited liability company duly organized and validly existing under the laws of the State of Delaware having an authorized capital of \$1,000.00 representing the limited liability company interest of its sole member entitled to vote as of the date of this Agreement; and

WHEREAS, CHMCSE is a corporation duly organized and validly existing under the laws of the State of Florida having an authorized capital stock of 25 shares of common stock, with par value of \$ 200.00 per share and 500 shares of Class A preferred stock, with par value of \$10,000.00 per share and 4,500 shares of Class B preferred stock, with par value of \$10,000.00 per share (collectively "CHMSE Stock"), all of which is issued and outstanding and entitled to vote as of the date of this Agreement; and

WHEREAS, the Boards of Managers and Directors, respectively, of JPMCHMSE LLC and CHMCSE deem it advisable and in the best interests of each such legal entity and their respective sole member and sole shareholder, that the merger of CHMCSE with and into JPMCHMSE LLC, as provided for herein (the "Merger"), be consummated in

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accordance with the provisions of the Delaware Limited Liability Company Act and upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Boards of Managers and Directors respectively of JPMCHMSE LLC and CHMCSE, by appropriate resolutions, duly authorized, have approved and adopted this Agreement and directed that it be submitted to the members and stockholders of each such legal entity for adoption.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

The Merger

1.1 Merger of CHMCSE with and into JPMCHMSE LLC. In accordance with the provisions of this Agreement and the Delaware Limited Liability Company Act, at the Effective Time (as defined in Section 1.4 hereof) CHMCSE shall be merged with and into JPMCHMSE LLC, which shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, JPMCHMSE LLC shall continue its existence as a Delaware limited liability company, and shall conduct its business under the name of "JPMorgan Chase Home Mortgage of the Southeast LLC". At the Effective Time, the separate corporate existence of CHMCSE shall cease.

1.2 Effect of the Merger.

(a) At the Effective Time, JPMCHMSE LLC shall thereupon and thereafter possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of both JPMCHMSE LLC and CHMCSE, and be subject to all the restrictions, disabilities and duties of both JPMCHMSE LLC and CHMCSE; and all the rights, privileges, powers and franchises of both JPMCHMSE LLC and CHMCSE, and all the property, real, personal and mixed, and all debts due to both JPMCHMSE LLC and CHMCSE, on whatever account as well as for stock subscriptions and all other things in action belonging to either JPMCHMSE LLC or CHMCSE, shall be vested in JPMCHMSE LLC; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of CHMCSE, and all and every other interest of CHMCSE, shall be thereafter as

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effectually the property of JPMCHMSE LLC as they were of CHMCSE, and the title to any real estate vested in CHMCSE under any applicable laws by deed or otherwise shall not revert or be in any way impaired by reason of the Delaware Limited Liability Company Act; but all rights of creditors and all liens upon any property of CHMCSE shall be preserved unimpaired, and all debts, liabilities and duties of CHMCSE shall thenceforth attach to JPMCHMSE LLC and may be enforced against JPMCHMSE LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by JPMCHMSE LLC.

(b) From and after the Effective Time and until further amended in accordance with the Delaware Limited Liability Company Act, the Certificate of Formation of JPMCHMSE LLC as in effect immediately prior to the Effective Time shall continue to be the Certificate of Formation of the Surviving Entity.

(c) From and after the Effective Time and until altered, amended or repealed in accordance with applicable law, the Bylaws of JPMCHMSE LLC as in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity.

(d) The Managers and officers of JPMCHMSE LLC at the Effective Time shall be the Managers and officers of the Surviving Entity, and the officers of CHMCSE at the Effective Time, shall become officers of the Surviving Entity and shall hold their respective offices from the Effective Date until their respective successors are elected and qualified in accordance with law and the By-laws of the Surviving Entity.

1.3 Additional Actions. If, at any time after the Effective Time, JPMCHMSE LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in JPMCHMSE LLC, title to and possession of any property or right of CHMCSE acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, CHMCSE and its respective officers and directors shall be deemed to have granted to JPMCHMSE LLC an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in JPMCHMSE LLC and otherwise to carry out the purposes of this Agreement; and the directors and officers of JPMCHMSE LLC are fully authorized in the name of CHMCSE or otherwise to take any and all such action.

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1.4 Effective Time. The Effective Time of the Merger (the "Effective Time") shall be December 28, 2007 and be reflected by the filing of a Certificate of Merger, with the Office of the Secretary of State of the State of Delaware.

ARTICLE II.

Conversion of Securities

2.1 Surrender, Conversion and Payment.

(a) At the Effective Time, all shares of CHMCSE Stock shall be deemed canceled and shall cease to exist.

(b) Notwithstanding the foregoing, neither CHMCSE, nor JPMCHMSE LLC, nor any other party shall be liable to any holder of shares of capital stock of CHMCSE, of whatever class, for any amount paid to a public official pursuant to any applicable abandoned property, escheat or other law.

ARTICLE III

Amendment and Termination

3.1 Amendment. This Agreement may be amended at any time by the Boards of Managers and Directors respectively of JPMCHMSE LLC and CHMCSE, either prior to or after approval of the Merger by the members and stockholders of JPMCHMSE LLC and CHMCSE, to the fullest extent permitted by law and at any time upon the action of the Boards of Managers and Directors and the members and stockholders of JPMCHMSE LLC and CHMCSE, by an amendment duly executed by the parties hereto at any time prior to the Effective Time.

3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by agreement of the Boards of Managers and Directors respectively of JPMCHMSE LLC and CHMCSE. The filing of this Agreement or a Certificate of Merger with the Secretary of State of the State of Delaware pursuant to Section 1.4 hereof shall constitute certification that this Agreement of Merger has not theretofore been terminated. If terminated as provided in this Section 3.2, this Agreement shall forthwith become wholly void and of no further force or effect.

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ARTICLE IV

Conditions

4.1 Conditions to Obligations of JPMCHMSE LLC. The obligation of JPMCHMSE LLC to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 5.2, of each of the following conditions:

(a) Member Approval. This Agreement shall have been approved by the affirmative vote of at least a majority of the votes cast by all members of JPMCHMSE LLC entitled to vote on this Agreement and the Merger.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(c) Satisfaction of Conditions. Any obligations of CHMCSE to be performed pursuant to this Agreement prior to the Effective Time shall have been performed in all material respects.

4.2 Conditions to Obligations of CHMCSE. The obligation of CHMCSE to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 5.2, of each of the following conditions:

(a) Shareholder Approval. This Agreement shall have been approved by the affirmative vote of at least a majority of the votes cast by all shareholders of CHMCSE entitled to vote on this Agreement and the Merger.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(c) Satisfaction of Conditions. Any obligations of JPMCHMSE LLC to be performed pursuant to this Agreement prior to the Effective Time shall have been performed in all material respects.

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ARTICLE V
Miscellaneous

5.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

5.2 Waiver. Any party may, at its option, extend the time for performance of any of the obligations or acts of any other party and may waive in writing any or all of the conditions contained herein to which its obligations hereunder are subject or compliance by other parties with any other matter in this Agreement.

5.3 Governing Law. This Agreement shall be governed in all respects, including, but not limited to validity, interpretation, effect and performance, by the internal laws of the State of Delaware, excluding the effects of any principles of conflicts of law which may otherwise be applicable.

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IN WITNESS WHEREOF, JPMCHMSE LLC and CHMCSE have caused this Plan and Agreement of Merger to be executed on their behalf by their respective officers, hereunto duly authorized.

JPMORGAN CHASE HOME MORTGAGE OF THE SOUTHEAST LLC

Attest:

By: Lauren V. Harris
Lauren V. Harris
Corporate Secretary

By: Patrick Sheehy
Patrick Sheehy
President & Chief Executive Officer

CHASE HOME MORTGAGE CORPORATION OF THE SOUTHEAST

Attest:

By: Marguerite E. Sheehan
Marguerite E. Sheehan
Corporate Secretary

By: Patrick Sheehy
Patrick Sheehy
President & Chief Executive Officer

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