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MERGER OR SHARE EXCHANGE

Walter Mortgage Servicing, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
WALTER MORTGAGE SERVICING, INC.
(a Florida corporation)**

WITH AND INTO

**WALTER MORTGAGE COMPANY
(a Delaware corporation)**

Pursuant to Section 607.1105
of the Florida Business Corporation Act
and Section 252
of the Delaware General Corporation Law

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA") and Section 252 of the Delaware General Corporation Law (the "DGCL"), these Articles of Merger provide as follows:

**ARTICLE I
State of Organization: Surviving Corporation**

The name and state of organization of each of the constituent corporations of the merger are as follows:

Name	State of Organization
Walter Mortgage Servicing, Inc.	Florida
Walter Mortgage Company	Delaware

Walter Mortgage Company, a Delaware corporation, shall be the surviving entity.

**ARTICLE II
Agreement and Plan of Merger**

The Agreement and Plan of Merger providing for the merger of Walter Mortgage Servicing, Inc. with and into Walter Mortgage Company is attached hereto as Exhibit A.

**ARTICLE III
Approval of the Plan**

In accordance with Sections 607.0821 and 607.0704 of the FBCA, the Board of Directors and Shareholders of Walter Mortgage Servicing, Inc. approved and adopted the Agreement and Plan of

Merger on December 21, 2006 in an action by joint unanimous written consent in lieu of holding a special meeting.

In accordance with Sections 141(f) and 228 of the DGCL, the Board of Directors and Shareholders of Walter Mortgage Company approved and adopted the Agreement and Plan of Merger on December 21, 2006 in an action by joint unanimous written consent in lieu of holding a special meeting.

ARTICLE IV
Effective Time

These Articles of Merger shall become effective on January 1, 2007 12:01 a.m. Eastern Daylight Time.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent corporations have caused these Articles of Merger to be executed this 21st day of December 2006.

WALTER MORTGAGE SERVICING, INC.,
a Florida corporation

By: 
Name: Miles C. Dearden, III
Title: Executive Vice President

WALTER MORTGAGE COMPANY,
a Delaware corporation

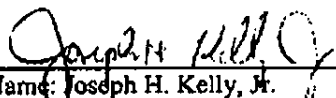
By: 
Name: Joseph H. Kelly, Jr.
Title: Executive Vice President

EXHIBIT A

Plan of Merger

AGREEMENT AND PLAN OF MERGER OF

WALTER MORTGAGE SERVICING, INC.
(a Florida corporation)

WITH AND INTO

WALTER MORTGAGE COMPANY
(a Delaware corporation)

This Agreement and Plan of Merger ("Agreement"), effective as of January 1, 2007, 12:01 a.m. Eastern Daylight Time, describes the merger ("Merger") of Walter Mortgage Servicing, Inc., a Florida corporation ("Merging Corporation"), with and into Walter Mortgage Company, a Delaware corporation ("Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

PREAMBLE

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The Board of Directors and Shareholders of each of the Merging Corporation and the Surviving Corporation have approved and adopted this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA") and the Delaware General Corporation Law ("DGCL").

SECTION 1. AMENDMENT TO CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION.

Pursuant to the Merger, the Fourth Article of the certificate of incorporation of the Surviving Corporation shall be amended at the Effective Time to read as follows:

"FOURTH: The total number of shares of stock which the corporation shall have authority to issue is Two Thousand (2,000) shares of common stock, with a par value of no dollars and one cent (\$0.01) per share."

SECTION 2. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the certificate of incorporation of the Surviving Corporation in effect at the Effective Time shall continue to be the certificate of incorporation of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall continue to be the bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(d) Pursuant to the Merger, the persons serving as directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(e) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(f) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of the entity of each of the Constituent Corporations and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(g) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the corporate acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

(h) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 2, the Merger shall have the effects set forth in Section 607.1101 of the FBCA and Section 252 of the DGCL.

SECTION 3. CAPITALIZATION.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Corporation consists of 1,000 shares of common stock, \$0.01 par value per share ("Merging Corporation Common Shares"), of which 1,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Corporation Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of 1,000 shares of common stock, \$0.01 par value per share ("Surviving Corporation Common Shares"), of which 1,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Corporation Common Shares.

SECTION 4. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION INTO SHARES OF THE SURVIVING CORPORATION.

(a) The Merging Corporation Common Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall be cancelled and extinguished and shall cease to be outstanding and the shareholders shall receive no interest, cash, or other consideration in exchange for the Merging Corporation Common Shares.

(b) At the Effective Time, the Surviving Corporation Common Shares that are issued and outstanding immediately prior to the Effective Time (the "Old Shares") shall be virtue of the Merger and without any additional action on the part of the holders or issuer thereof, be converted into two shares of duly authorized, validly issued, fully paid and nonassessable Surviving Corporation Common Shares (the "New Shares"). The Surviving Corporation shall issue certificates representing the New Shares to the sole shareholder of the Surviving Corporation, upon surrender of the certificate(s) for the Old Shares, as of immediately prior to the Effective Time.

SECTION 5. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholders of each of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA, the DGCL, and the respective articles of incorporation and bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 6. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation and the Merging Corporations shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA and the DCGL to be properly executed and filed with the Department of State of the State of Florida and with the Secretary of State of the State of Delaware. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporations and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the DGCL.

SECTION 7. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporations, the officers of the Surviving Corporation, in the name and on behalf of each

of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 8. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation, whether before or after the approval of this Agreement by the shareholders of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of the Merging Corporation or the Surviving Corporation, which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

SECTION 9. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.


SECTION 10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the laws of the State of Delaware.

SECTION 11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

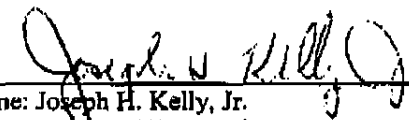
[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned authorized representatives of the Constituent Corporations have caused this Agreement and Plan of Merger to be executed this 21st day of December 2006.

WALTER MORTGAGE SERVICING, INC.,
a Florida corporation

By: 
Name: Miles C. Dearden, III
Title: Executive Vice President

WALTER MORTGAGE COMPANY,
a Delaware corporation

By: 
Name: Joseph H. Kelly, Jr.
Title: Executive Vice President