

P98000056146

Law Offices of  
Michael J. Coniglio, P.A.  
971 East Tennessee Street  
Tallahassee, FL 32308-6939

Requestor's Name

Address

City/State/Zip

Phone #

681-3111

200002735132--7

-01/08/99--01087--015

\*\*\*\*100.00 \*\*\*\*\*78.75

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. MORTGAGE ONE ON-LINE, INC P98-000056146  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in

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Pick up time \_\_\_\_\_

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Certified Copy

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Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED  
JAN - 8 PM 3:01  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

RECEIVED  
JAN - 8 PM 1:53  
TALLAHASSEE, FLORIDA  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
SECRETARY OF STATE

FILED  
JAN - 8 PM 3:00  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

Call when ready  
681-3111  
File 1st



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

January 8, 1999

*Give 8th filing date*

LAW OFFICES OF MICHAEL J. CONIGLIO, P.A.  
971 E. TENNESSEE STREET  
TALLAHASSEE, FL 32308-6939

SUBJECT: MORTGAGE ONE ON-LINE, INC.  
Ref. Number: P98000056146

RECEIVED  
99 JAN 19 PM 2:55  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

We have received your document for MORTGAGE ONE ON-LINE, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must have original signatures.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown  
Corporate Specialist

Letter Number: 799A00001077

*Call when Ready  
681-3111*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

FLORIDA FIRST MORTGAGE SERVICES, INC., a Florida corporation,  
P92000002577

INTO

**MORTGAGE ONE ON-LINE, INC.,** a Florida corporation, P98000056146

File date: January 8, 1999

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER**  
**OF**  
**FLORIDA FIRST MORTGAGE SERVICES, INC.**  
**INTO**  
**MORTGAGE ONE ON-LINE, INC.**

**FILED**  
99 JAN -8 PM 3:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned corporation, MORTGAGE ONE ON-LINE, INC., a Florida corporation, and FLORIDA FIRST MORTGAGE SERVICES, INC., a Florida corporation, adopt the following Articles of Merger for the purposes of merging FLORIDA FIRST MORTGAGE SERVICES, INC. into MORTGAGE ONE ON-LINE, INC.

**PLAN OF MERGER**

1. The Plan of Merger setting forth the terms and conditions of the merger of FLORIDA FIRST MORTGAGE SERVICES, INC. into MORTGAGE ONE ON-LINE, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

**ADOPTION OF PLAN**

2. There are ONE THOUSAND (1,000) shares of common stock, each of one dollar (\$1.00) par value, of FLORIDA FIRST MORTGAGE SERVICES, INC., a Florida corporation issued and outstanding that were entitled to vote on the Plan of Merger. ONE THOUSAND (1,000) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of FLORIDA FIRST MORTGAGE SERVICES, INC., held on the 22<sup>ND</sup> day of December, 1998.

3. There are ONE thousand shares of stock, one dollar (\$1.00) par value, of MORTGAGE ONE ON-LINE, INC., a Florida corporation, issued and outstanding. Of the ONE thousand (1,000) shares entitled to vote on the Plan of Merger, ONE thousand (1,000) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of MORTGAGE ONE ON-LINE, INC., held on the 22<sup>ND</sup> day of December, 1998.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 22<sup>nd</sup>, 1998.

**MORTGAGE ONE ON-LINE, INC.**

By:   
GARY LACEY, President

ATTEST: 

**FLORIDA FIRST MORTGAGE SERVICES, INC.**

By:   
GARY LACEY, President

ATTEST: 

The undersigned officer of MORTGAGE ONE ON-LINE, INC. does hereby certify and verify that the foregoing Articles of Merger were duly adopted by the corporation and that all statements contained in the Articles are true and correct.

  
GARY LACEY, President  
MORTGAGE ONE ON-LINE, INC.

**AGREEMENT OF REORGANIZATION**  
by merger of  
**FLORIDA FIRST MORTGAGE SERVICES, INC.**  
with and into  
**MORTGAGE ONE ON-LINE, INC.**  
under the name of  
**MORTGAGE ONE ON-LINE, INC.**

This is a Plan and Agreement of Merger (the "Agreement") between FLORIDA FIRST MORTGAGE SERVICES, INC., a Florida corporation (the "Merging Corporation"), and MORTGAGE ONE ON-LINE, INC., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of FLORIDA FIRST MORTGAGE SERVICES, INC. and MORTGAGE ONE ON-LINE, INC., pursuant to Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) FLORIDA FIRST MORTGAGE SERVICES, INC. shall be merged with and into MORTGAGE ONE ON-LINE, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be MORTGAGE ONE ON-LINE, INC.

(c) When this Agreement shall become effective, the separate corporate existence of FLORIDA FIRST MORTGAGE SERVICES, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of FLORIDA FIRST MORTGAGE SERVICES, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of FLORIDA FIRST MORTGAGE SERVICES, INC., as well as with the assets of MORTGAGE ONE ON-LINE, INC..

(e) The shareholders of FLORIDA FIRST MORTGAGE SERVICES, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of FLORIDA FIRST MORTGAGE SERVICES, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock; The Surviving Corporation will amend its common stock to be used in the exchange.

(g) The shareholders of MORTGAGE ONE ON-LINE, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of MORTGAGE ONE ON-LINE, INC. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

#### **Effective Date**

1.02. The effective date of the merger ("Effective Date") shall be December 31, 1998.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

#### **Non-survivor**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, FLORIDA FIRST MORTGAGE SERVICES, INC. represents and warrants to the Surviving Corporation as follows:

(a) FLORIDA FIRST MORTGAGE SERVICES, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. FLORIDA FIRST MORTGAGE SERVICES, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) FLORIDA FIRST MORTGAGE SERVICES, INC. has an authorized capitalization of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) consisting of SEVEN THOUSAND FIVE HUNDRED (7,500) shares of common stock, each of one dollar (\$1.00) par value, of which ONE THOUSAND (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) FLORIDA FIRST MORTGAGE SERVICES, INC. has furnished the Surviving Corporation with its books and records representing the present financial condition of FLORIDA FIRST MORTGAGE SERVICES, INC. as of September 30, 1997 and the results of its operations as of the past twelve months.

(d) All required federal, state, and local tax returns of FLORIDA FIRST MORTGAGE SERVICES, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. FLORIDA FIRST MORTGAGE SERVICES, INC. has not been delinquent in the payment of any tax or assessment.

#### **Survivor**

2.02. As a material inducement to FLORIDA FIRST MORTGAGE SERVICES, INC. to execute this Agreement and perform its obligations under this Agreement, MORTGAGE ONE ON-LINE, INC. represents and warrants to FLORIDA FIRST MORTGAGE SERVICES, INC. as follows:

(a) MORTGAGE ONE ON-LINE, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and

authority to own property and carry on its business as it is now being conducted. MORTGAGE ONE ON-LINE, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) MORTGAGE ONE ON-LINE, INC. has an authorized capitalization of ONE THOUSAND dollars (\$1,000) consisting of ONE THOUSAND (1,000) shares of common stock, each of one dollar (\$1.00) par value. As of the date of this Agreement, ONE THOUSAND (1,000) shares of the common stock are validly authorized and outstanding, fully paid, and nonassessable.

#### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

### **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

#### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of MORTGAGE ONE ON-LINE, INC., pending consummation of the merger, FLORIDA FIRST MORTGAGE SERVICES, INC. shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

#### **Submission to Shareholders**

3.02. This Agreement shall be submitted to the shareholders of FLORIDA FIRST MORTGAGE SERVICES, INC. for approval in the manner provided by the laws of the State of Florida. This Agreement shall not be submitted to the shareholders of MORTGAGE ONE ON-LINE, INC. for approval because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes.

#### **Conditions Precedent to Obligations of FLORIDA FIRST MORTGAGE SERVICES, INC.**

3.03. Except as may be expressly waived in writing by FLORIDA FIRST MORTGAGE SERVICES, INC., all of the obligations of FLORIDA FIRST MORTGAGE SERVICES, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by MORTGAGE ONE ON-LINE, INC.:

- (a) The representations and warranties made by MORTGAGE ONE ON-LINE, INC. to FLORIDA FIRST MORTGAGE SERVICES, INC. in Article 2 of this Agreement and in any

document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If MORTGAGE ONE ON-LINE, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to FLORIDA FIRST MORTGAGE SERVICES, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from FLORIDA FIRST MORTGAGE SERVICES, INC.

(b) MORTGAGE ONE ON-LINE, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

**Conditions Precedent to Obligations  
of MORTGAGE ONE ON-LINE, INC.**

3.04. Except as may be expressly waived in writing by MORTGAGE ONE ON-LINE, INC., all of the obligations of MORTGAGE ONE ON-LINE, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by FLORIDA FIRST MORTGAGE SERVICES, INC.:

(a) The representations and warranties made by FLORIDA FIRST MORTGAGE SERVICES, INC. to MORTGAGE ONE ON-LINE, INC. in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If FLORIDA FIRST MORTGAGE SERVICES, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to MORTGAGE ONE ON-LINE, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from MORTGAGE ONE ON-LINE, INC..

(b) FLORIDA FIRST MORTGAGE SERVICES, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) FLORIDA FIRST MORTGAGE SERVICES, INC. shall have delivered to MORTGAGE ONE ON-LINE, INC., documentation by its officers to the effect that:

(1) FLORIDA FIRST MORTGAGE SERVICES, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of FLORIDA FIRST MORTGAGE SERVICES, INC. FLORIDA FIRST MORTGAGE SERVICES, INC. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by FLORIDA FIRST MORTGAGE SERVICES, INC. has been duly authorized and approved by requisite corporate action of FLORIDA FIRST MORTGAGE SERVICES, INC.

(3) This Agreement and the instruments delivered to FLORIDA FIRST MORTGAGE SERVICES, INC., under this Agreement have been duly and validly executed and delivered by MORTGAGE ONE ON-LINE, INC., and constitute the valid and binding obligations of MORTGAGE ONE ON-LINE, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) FLORIDA FIRST MORTGAGE SERVICES, INC. shall have delivered to MORTGAGE ONE ON-LINE, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### **ARTICLE 4. MANNER OF CONVERTING SHARES**

##### **Manner**

4.01. The holders of shares of FLORIDA FIRST MORTGAGE SERVICES, INC. shall surrender their shares to MORTGAGE ONE ON-LINE, INC. promptly after the Effective Date, in exchange for an equal number of shares of equal par value for shares of the Surviving Corporation.

##### **Shares of Survivor**

4.02. (a) The currently outstanding ONE THOUSAND (1,000) shares of common stock of MORTGAGE ONE ON-LINE, INC., each having one dollar (\$1.00) par value, shall remain outstanding as common stock, each having one dollar (\$1.00) par value, of the Surviving Corporation.

#### **ARTICLE 5. DIRECTORS AND OFFICERS**

##### **Directors and Officers of Survivor**

5.01. (a) The present Board of Directors of MORTGAGE ONE ON-LINE, INC. shall continue to serve as Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of MORTGAGE ONE ON-LINE, INC. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

## **ARTICLE 6. BYLAWS**

### **Bylaws of Survivor**

6.01. The bylaws of MORTGAGE ONE ON-LINE, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

## **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES**

### **Nature and Survival of Representations and Warranties**

7.01. All Statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of FLORIDA FIRST MORTGAGE SERVICES, INC., MORTGAGE ONE ON-LINE, INC., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

## **ARTICLE 8. TERMINATION**

### **Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of the constituent corporation:

At the election of the Board of Directors of the constituent corporation if:

(1) The number of shareholders of the constituent corporation, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against the constituent corporation, or any of its assets, that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of the constituent corporation.

### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation shall give immediate written notice of the election to the surviving (acquiring) corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of the constituent corporation as a result of the termination and abandonment.

## **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

### **Further Assurances**

9.01. FLORIDA FIRST MORTGAGE SERVICES, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to execute and delivered all deeds and other instruments. FLORIDA FIRST MORTGAGE SERVICES, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### **Notices**

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with Federal Express or United Parcel Service, or similar reputable messenger service, charges prepaid or prearranged, addressed as follows:

(a) In the case of FLORIDA FIRST MORTGAGE SERVICES, INC., to: GARY LACEY or to such other person or address as FLORIDA FIRST MORTGAGE SERVICES, INC. may from time to time request in writing.

(b) In the case of MORTGAGE ONE ON-LINE, INC., to: GARY LACEY or to such other person or address as MORTGAGE ONE ON-LINE, INC. may from time to time request in writing.

### **Entire Agreement; Counterparts**


9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

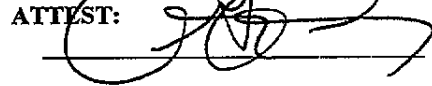
### **Controlling Law**

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, each of the undersigned corporations has caused this Agreement to be signed as of December 11, 1998.

**MORTGAGE ONE ON-LINE, INC.**

By:   
GARY LACEY, President

ATTEST: 

**FLORIDA FIRST MORTGAGE SERVICES, INC.**

By:   
GARY LACEY, President

ATTEST: 