

SEND TAX NOTICE TO:
Crystal Tree I
Limited Partnership
5718 Westheimer, Suite 2100
Houston, Texas 77057

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

THIS IS A WARRANTY DEED dated this 28th day of October, 1996, by James E. Roberts, a married man (hereinafter referred to as the "Grantor") to Crystal Tree I Limited Partnership, a Texas limited partnership (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (i) One Hundred Fifty-Five Thousand Dollars (\$155,000) and (ii) the conveyance of certain separate real estate in exchange for the property hereby conveyed, the receipt and sufficiency of which are hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell and convey unto the Grantee, **Crystal Tree I Limited Partnership**, the following described real estate situated in Shelby County, Alabama, to-wit:

PARCEL I

A parcel of land situated in the N.E. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the N.E. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 368.81 feet to a point; thence 92°00'48" to the right in a Westerly direction a distance of 63.44 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 145.81 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 600.00 feet to a point; thence 88°03'07" to the right in a Northerly direction a distance of 223.32 feet, to a point on the North line of said 1/4-1/4 section; thence 91°59'05" to the right in an Easterly direction along the North line of said 1/4-1/4 section a distance of 658.08 feet to the POINT OF BEGINNING;

TOGETHER WITH an easement for ingress and egress to and from Lake Dixie over the following property:

PARCEL II

From the Southeast corner of the N.E. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West and run North along the East boundary of said 1/4-1/4 section a distance of 1342.26 feet to the POINT OF BEGINNING; thence right 30°00' a distance of 170 feet, more or less, to the water's edge of Lake Dixie; thence right 135°00' a distance of 156 feet, thence right 60°00' a distance of 172 feet, more or less, to the POINT OF BEGINNING;

TOGETHER WITH an easement for ingress and egress over the following described property to an existing roadway:

PARCEL III

From the Southeast corner of the N.E. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West, run North along the East boundary of said 1/4-1/4 section a distance of 1161.39 feet to the POINT OF BEGINNING; thence continue in a straight line a distance of 56.87 feet; thence right 45°00' a distance of 90 feet, more or less to a chert road; thence right 90°00' a distance of 40.00 feet; thence right 90°00' minutes a distance of 118.28 feet, more or less to the POINT OF BEGINNING;

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises.

This conveyance is subject to:

1. Ad valorem taxes due in 1997, a lien not yet due and payable; and
2. Right-of-way to Alabama Power Company recorded in Volume 103, page 39.

10/29/1996-35839
12:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 167.00

Inst # 1996-35839

Berkowitz

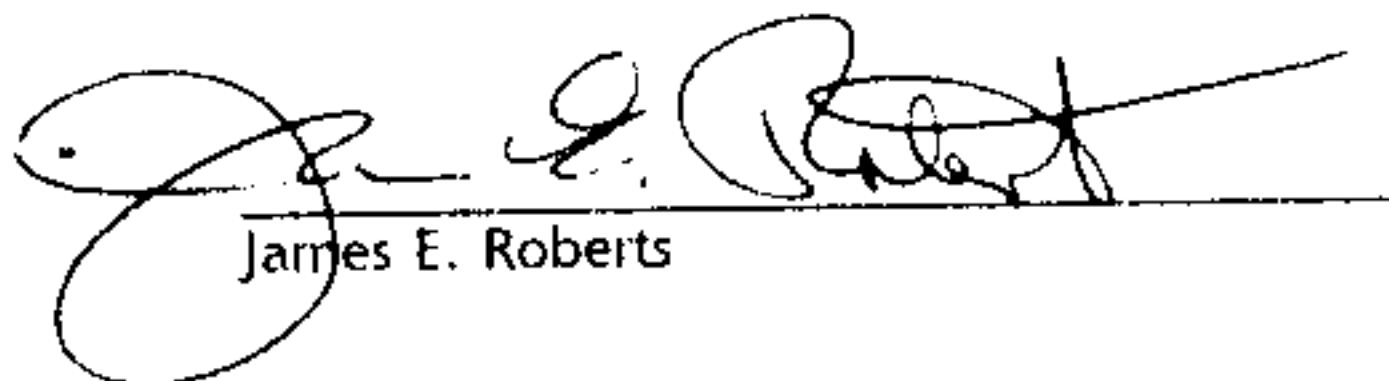
TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

Grantee has previously acquired and presently owns the real estate which is encumbered and burdened by the easements described above, subject to a mortgage in favor of SouthTrust Bank of Alabama, National Association. Grantee intends that there shall be no merger of title as a consequence of owning fee title to Parcel I and the real estate burdened by such easements. Accordingly, Grantee by acceptance of this deed of conveyance declares that the easements described above shall survive and shall continue to burden the real estate through which such easements pass and shall continue to benefit Parcel I above.

The Grantor warrants that the above described real estate does not constitute the homestead of Grantor or Grantor's spouse.

And said Grantor does for himself, his heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that he is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, except as noted above; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed on the date first written above.


James E. Roberts

Accepted and agreed:

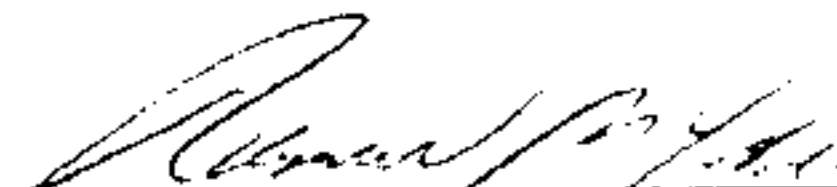
Crystal Tree I Limited Partnership

By: 
Its: Attorney

STATE OF ALABAMA)
Shelby County COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James E. Roberts, a married man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of October, 1996.


Notary Public
My Commission Expires: 8-6-2000

THIS INSTRUMENT PREPARED BY:
Clervis Isom
Berkowitz, Lefkowitz, Isom & Kushner, P.C.
A Professional Corporation
1600 SouthTrust Tower
Birmingham, Al. 35203

Inst # 1996-35839