

TO BE FILED IN THE OFFICE OF THE
PROBATE COURT, SHELBY COUNTY, ALABAMA
(OR AS OTHERWISE REQUIRED BY THE UCC)
THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED
IN THE REAL ESTATE MORTGAGE RECORDS

FINANCING STATEMENT

Loan No. 400029538

This instrument is prepared as, and is intended to be, a Financing Statement, complying with the formal requisites therefor, as set forth in the Uniform Commercial Code ("UCC") in the state in which the Mortgaged Property (hereinafter defined) is located.

A. The name and address of the debtor ("Debtor") are:

CRYSTAL TREE I LIMITED PARTNERSHIP
c/o Arruth Associates, Inc.
5718 Westheimer, Suite 2100
Houston, Texas 77057

Taxpayer Identification Number: [REDACTED]

B. The name and address of the secured party ("Secured Party") are:

AMRESKO CAPITAL, L.P.
Suite 2400, LB #342
700 North Pearl Street
Dallas, TX 75201-7424

C. This Financing Statement covers the following types of collateral ("Collateral"):

The items described in the Schedule of Collateral attached hereto and incorporated herein by reference for all purposes, as the same relate to the land described in Exhibit A attached hereto and the improvements thereon (collectively, the "Mortgaged Property").

D. Proceeds and products of the Collateral are also covered.

EFFECTIVE as of September 29, 1998.

[SIGNATURE PAGE FOLLOWS]

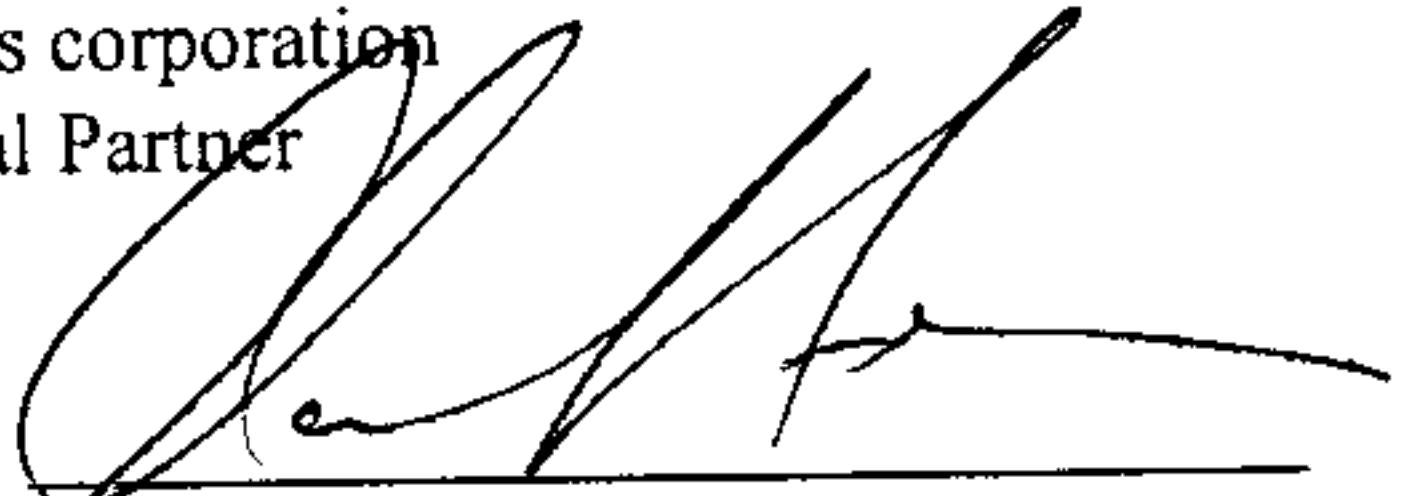
[SIGNATURE PAGE]

DEBTOR:

CRYSTAL TREE I LIMITED PARTNERSHIP,
a Texas limited partnership

By: CRYSTAL TREE CORPORATION,
a Texas corporation

Its: General Partner

By: 

Name: Alan E. Ferris

Its: President

Schedule of Collateral Covered By Financing Statement
Between CRYSTAL TREE I LIMITED PARTNERSHIP, As Debtor, And
AMRESO CAPITAL, L.P., As Secured Party

All of Debtor's estate, right, title and interest in, to and under the following property whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights, and wheresoever located: (a) buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements (the "Improvements") now or hereafter located upon the real property described in Exhibit A attached hereto (the "Premises"); (b) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto; (c) all machinery, furnishings, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, fans, alarm systems, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements, including without limitation, chairs, desks, lamps, mirrors, bookcases, tables, couches, shelves, outdoor furniture, grills, cabinets, rugs, carpeting, floor coverings, draperies and drapery rods and brackets, curtains, shades, venetian blinds, screens, awnings, paintings, hangings, pictures, keys or other entry systems, cable t.v. equipment, intercom equipment, electric and electronic equipment, private telephone systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, stoves, ranges, microwaves, dishwashers, garbage disposal units, refrigerators, washers and dryers, tools, lawn mowers, pool equipment, exercise equipment, machinery, water heaters, incinerators, machines, engines, boilers, dynamos, elevators, stokers, tanks, office supplies, other customary apartment equipment, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements, (hereinafter collectively called the "Equipment") including the proceeds of any sale or transfer of the foregoing; (d) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and the Improvements; (e) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged or levied against the Mortgaged Property (as hereinafter defined) as a result

of tax certiorari or any application or proceedings for reduction; (f) all leases and other agreements (including, without limitation, any and all security interests, contractual liens and security deposits thereunder) affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into (the "Leases") and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness of Debtor to Secured Party; (g) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property (as hereinafter defined), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; (h) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property; (i) all accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all contract rights, franchises, contracts, certificates, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, construction, management, maintenance, occupancy, operation or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles"); and (j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims. As used herein, the term "Mortgaged Property" means the Premises, Improvements, Equipment, Leases, Rents, Intangibles and all other rights and interests described in items (a) through (j) above.

TOGETHER WITH any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Debt (as defined in that certain mortgage executed by Debtor to Secured Party dated of even date herewith, herein the "Mortgage") and the performance of Debtor's obligations under the Loan Documents (as defined in the Mortgage).

EXHIBIT A

Legal Description

(Cover Page)

EXHIBIT A

Legal Description

LOT 1

Lot 1, KENLEY SURVEY, as recorded in Map Book 24, Page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and the N.W. 1/4 of the N.E. 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 684.25 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction along the edge of the lake a distance of 1960 feet, more or less, to a point on a line lying 30 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1165.03 feet to the Northeast corner of said 1/4-1/4 section; thence 87°54'49" to the left in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1320.29 feet to the POINT OF BEGINNING.

Contains 26.1 acres, more or less.

LOT 2

Lot 2, KENLEY SURVEY, as recorded in Map Book 24, Page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the N.W. 1/4 of the N.E. 1/4 of Section 36, and the S.W. 1/4 of the S.E. 1/4 of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 684.25 feet to the POINT OF BEGINNING; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction a distance of 1960 feet, more or less, to a point on a line lying 30.00 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 150.00 feet to the Southeast corner of said 1/4-1/4 section; thence 0°02'48" to the right in a Southerly direction a distance of 313.00 feet to a point; thence 119°46'09" to the right in a Northwesterly direction a distance of 676.92 feet to a point; thence 76°15'36" to the left in a Southwesterly direction a distance of 166.93 feet to a point; thence 68°38'40" to the right in a Northwesterly direction a distance of 157.66 feet to a point; thence 80°48" to the left in a Southwesterly direction a distance of 189 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of the lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West; thence 90°00' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 463.17 feet to the POINT OF BEGINNING.

EXHIBIT A

Legal Description

(Continued)

PARCEL II

A 60 foot non-exclusive roadway easement(s) for ingress and egress to East-Inverness Parkway as described in the instruments recorded in Real Volume 13, Page 426; Real Volume 28, Page 673; Real Volume 30, Page 88 and Deed Book 342, Page 475, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel III

A non-exclusive easement, right and privilege to use the Gravel Road for Ingress and egress as set out in and reserved in the Statutory Warranty Deed And Reservation Of Easement With Easement Agreement dated 09/15/98 by and between Crystal Tree I Limited Partnership and FCOR Limited Partnership recorded as Instrument No. 1998-36492 in the Probate Office of Shelby County, Alabama (subject to the terms, provisions, conditions and indemnities set out in said Statutory Warranty Deed And Reservation Of Easement With Easement Agreement), which Gravel Road lies on and upon the following described property:

Begin at the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 507.79 feet to the Southwesterly right-of-way line of Cahaba Beach Road; thence 159°31'46" to the left in a Northwesterly direction along the Southwesterly right-of-way line of said road a distance of 142.98 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 20°26'14" to the left in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 563.77 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 10.00 feet to a point on a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 90°00' to the left in a Westerly direction along a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 150.00 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 10.00 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 90°00' to the right in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 60.00 feet to a point on the West line of said 1/4-1/4 section a distance of 60.00 feet to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

EXHIBIT A

Legal Description

(Continued)

PARCEL IV

An easement for the right to construct and maintain, a limited access roadway and temporary construction access, as set out in the Access Roadway Easement dated December 7, 1995 from The Water Works and Sewer Board of the City of Birmingham, a public corporation to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 1995-36410 in the Probate Office of Shelby County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Begin at the Southeast corner of the N.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in a westerly direction along the South line of said 1/4-1/4 section a distance of 80.00 feet to a point; thence right in a Northeasterly direction a distance of 93 feet, more or less, to a point on the East line of said 1/4-1/4 section, said point being 50.04 feet Northerly of the Southeast corner of said 1/4-1/4 section; thence right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL V

An easement for, and rights to construct and maintain, a dam embankment as set out in the Dam Embankment Easement dated December 7, 1995, from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 9514/1348 in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Commence at the Southeast corner of the S.E. 1/4 of the S.W. 1/4 of Section 25, Township 18 South, Range 2 West, and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence continue in a Northerly direction along the last stated course a distance of 558.69 feet to a point; thence 170°11'13" to the left in a Southwesterly direction a distance of 245.83 feet to a point; thence 17°21'18" to the left in a Southeasterly direction a distance of 319.22 feet to the POINT OF BEGINNING, being situated in Jefferson County, Alabama.

PARCEL VI

A perpetual, nonexclusive easement for operation of the drain valve and for maintenance of the Dam Embankment as set out in the Extended Dam Embankment Easement Agreement, dated August 27, 1998 from The Water Works and Sewer Board of The City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument Number 9811/2851 in the Probate Office of Jefferson County, Alabama, and subject to the Indemnity set out therein, over and across the following described parcel:

Commence at the Southeast corner of the S.E. 1/4 of the S.W. 1/4 of Section 25, Township 18 South, Range 2 West and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence 7°32'31" to the left in a Northwesterly direction a distance of 319.22 feet to a point; thence 17°21'18" to the right in a Northeasterly direction a distance of 245.83 feet to a point on the East line of said 1/4-1/4 section; thence 9°48'47" to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 205.36 feet to a point; thence 170°11'13" to the left in a Southwesterly direction a distance of 453.52 feet to a point; thence 17°21'18" for a distance of 319.78 feet to a point; thence 82°13'41" to the left in an Easterly direction a distance of 35.32 feet to the POINT OF BEGINNING; being situated in Jefferson County, Alabama.

Legal Description

(Continued)

Parcel IX

EMBANKMENT ACCESS & SEWER LIMIT EASEMENT

The Embankment Access Easement, a perpetual, nonexclusive, easement for vehicular and pedestrian ingress and egress, as set out in the Embankment Access And Sewer Line Easement Agreement by and between The Waterworks and Sewer Board of the City of Birmingham and Crystal Tree I Limited Partnership, dated August 27, 1998, recorded as Instrument Number 9811/2853 in the Probate Office of Jefferson County, Alabama and Instrument Number 1998-33769 in Probate Office of Shelby County, Alabama, subject to the terms, indemnity, and provisions therein, said easement more particularly described as follows:

Commence at the Northwest corner of the N.W. 1/4 of the N.E. 1/4 of Section 36, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 368.81 feet to a point; thence 87°59'25" to the left in an Easterly direction a distance of 213.62 feet to a point; thence 106°14'58" to the left in a Northwesterly direction a distance of 17.45 feet to the P.C. (point of curve) of a curve to the left having a radius of 400.00 feet and a central angle of 20°06'01"; thence along the arc of said curve in a Northwesterly direction a distance of 140.33 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 88.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 296.75 feet and a central angle of 31°37'25"; thence along the arc of said curve in a Northwesterly direction a distance of 163.79 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 89.83 feet to a point; thence 87°10'23" to the left in a Westerly direction a distance of 46.78 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 87.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 117.01 feet and a central angle of 56°19'33"; thence along the arc of said curve in a Northwesterly direction a distance of 114.93 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 62.00 feet and a central angle of 53°11'34"; thence along the arc of said curve in a Northwesterly, Northerly and Northeastern direction a distance of 57.56 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 148.31 feet and a central angle of 23°34'46"; thence along the arc of said curve in a Northeastern direction a distance of 61.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeastern direction a distance of 40.03 feet to the P.C. (point of curve) of a curve to the right having a radius of 150.00 feet and a central angle of 24°17'46"; thence along the arc of said curve in a Northeastern direction a distance of 63.61 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 70.00 feet and a central angle of 61°27'41"; thence along the arc of said curve in a Northeastern direction a distance of 75.09 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeastern direction a distance of 71.29 feet to the P.C. (point of curve) of a curve to the right having a radius of 335.00 feet and a central angle of 9°46'11"; thence along the arc of said curve in a Northeastern direction a distance of 57.10 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 250.47 feet and a central angle of 22°45'53"; thence along the arc of said curve in a Northeastern, Northerly and Northwesterly direction a distance of 99.52 feet to the POINT OF ENDING.

Inst # 1998-38003

09/30/1998-38003
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

009 CRH 23.00