

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION**

**United States District Court
Southern District of Texas
FILED**

JUL 16 2001

**Michael N. Milby, Clerk
Laredo Division**

**FDIC, as Manager of the FSLIC
Resolution Fund,**

Plaintiff,

v.

**GOLD PART DEVELOPMENT
PARTNERSHIP, PERCY BEARD,
RANDALL K. BOATRIGHT, ALAN
RICHARD BRAID, C.M. ROBERTS,
and STEVE MORRISS,**

Defendants.

**Nos. L-92-14 & L-92-15
(Chief Judge George P. Kazen)
(Magistrate Judge Marcel C. Notzon)**

AFFIDAVIT OF STEVE MORRIS

**STATE OF TENNESSEE)
) ss.:
COUNTY OF WILLIAMSON)**

Before me, the undersigned notary public in and for the state and county aforesaid, personally appeared Steve Morriss (the "Affiant"), and, after being duly sworn, stated as follows.

1. That the Affiant is a defendant in the above-styled action and has personal knowledge of the facts stated herein.
2. That the Affiant was not served with a copy of any papers filed in this action, including the Notice of Removal filed on January 17, 1992, and the Motion for Final Summary Judgment filed on January 21, 1993.
3. That the Federal Deposit Insurance Corporation issued the Form 1099-C, Cancellation of Debt, a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference.
4. That attached as collective Exhibit B hereto and incorporated herein by reference are (i) a true and correct copy of the Promissory Note made by the Affiant and others payable to the order of Tesoro Savings and Loan Association

("Tesoro"), (ii) a true and correct copy of the Renewal and Modification Promissory Note made by the Affiant and others payable to the order of Tesoro, and (iii) a true and correct copy of the Guaranty executed by the Affiant in favor of Tesoro.

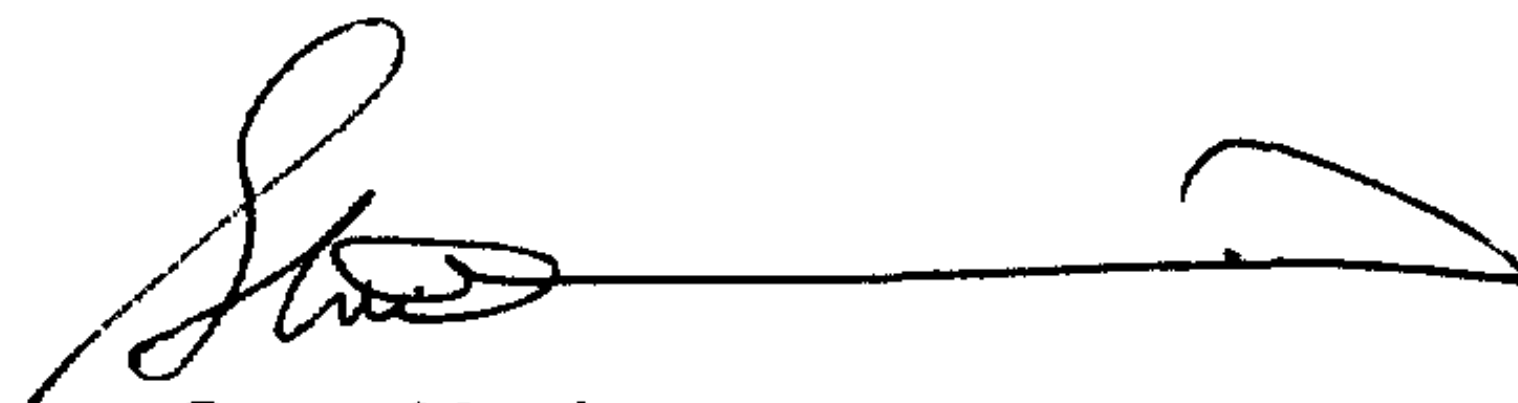
5. That attached as Exhibit C hereto and incorporated herein by reference is a true and correct copy of the Appointment of Receiver for Tesoro Savings & Loan Association found in the file of this action.

6. That attached as Exhibit D hereto and incorporated herein by reference is a true and correct copy of the Acquisition Agreement found in the file of this action.

7. That attached as Exhibit E hereto and incorporated herein by reference is a true and correct copy of the Termination Agreement found in the file of this action.

8. That attached as Exhibit F hereto and incorporated herein by reference is a true and correct copy of the letter that the Affiant received from Janice S. Hearn of the Federal Deposit Insurance Corporation on June 1, 2001.

9. That attached as Exhibit G hereto and incorporated herein by reference is a true and correct copy of the fax cover sheet and computer printouts that the Affiant received from Janice S. Hearn of the Federal Deposit Insurance Corporation on June 4, 2001.



Steve Morriss

Sworn to or affirmed and subscribed before me this 9th day of ~~June~~ ^{July}, 2001.

Michelle W. Jörn
Notary Public
My Commission Expires: 1/2/02

00005065L

AMERCITY
C/O FEDERAL DEPOSIT INSURANCE CORP
SOUTHWEST SERVICE CENTER
5080 SPECTRUM DRIVE STE 1000E
DALLAS, TX 75248

E.I.N. 75-2347505

THIS STATEMENT ISSUED IN LIEU OF A 1999 U.S. INFORMATION RETURN
AND/OR 1998 MORTGAGE INTEREST STATEMENT

MORRISS, STEVE
1703 CHARITY DR.
BRENTWOOD

7679

TN 37027

FOR CALENDAR YEAR
1995

TAXPAYER ID NUMBER
457-94-7929

1995 - 1999-C, CANCELLATION OF DEBT

	ACCOUNT NUMBER	
LOAN ACCT	7679 7679004320081AB	
BOX 1	DATE CANCELED	07/26/95
BOX 2	AMOUNT OF DEBT CANCELED	2,169,505.20
BOX 5	DEBT DESCRIPTION	
JUDGEMENT-MADU		

TOTAL AMOUNT OF DEBT CANCELED 2,169,505.20

EXHIBIT

A

FOR QUESTIONS ABOUT THIS STATEMENT
CALL (214) 991-0039

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE
REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL/MAY BE IMPOSED ON YOU IF THIS
INCOME IS TAXABLE AND THE I.R.S. DETERMINES THAT IT HAS NOT BEEN REPORTED.

PROMISSORY NOTE

\$5,100,000.00

Laredo, Texas

December 27, 1984

FOR VALUE RECEIVED, the undersigned, GOLD PARK DEVELOPMENT PARTNERSHIP, a Texas General Partnership, by and through its General Partners, (hereinafter called "Maker") promises to pay to the order of TESORO SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the State of Texas, the sum of Five Million One Hundred Thousand and No/100 (\$5,100,000.00) Dollars, or so much thereof as may from time to time have been advanced, together with interest on the principal balance from time to time remaining unpaid prior to maturity as set forth below. All sums hereunder are payable at 100 Tesoro Lane, Laredo Webb County, Texas or such place as the holder hereof may designate in writing.

The unpaid principal balance hereof shall bear interest at the rate of two (2%) percent per annum in excess of the Chase Manhattan Bank of New York Prime Lending Rate as it changes from day to day, except that such interest rate charged hereunder shall never be lower than twelve and one-half (12 1/2%) percent per annum, nor higher than the Maximum Lawful Rate as per applicable law.

The term "Prime Lending Rate" means the interest rate established by the Chase Manhattan Bank of New York for ninety (90) day unsecured commercial loans to large corporate borrowers of the highest credit standing, which rate is not necessarily the lowest loan rate charged by said bank; and each change in the interest rate evidencing the subject indebtedness shall take effect on the effective date of the change in the Prime Rate.

If at any time the rate of interest provided for in this Note shall exceed the Maximum Lawful Rate (as defined below), then any subsequent reduction in the Prime Lending Rate will not reduce the rate of interest below the Maximum Lawful Rate until the total amount of interest accrued under this Note equals the amount of interest which would have accrued if there had been no limitation to the Maximum Lawful Rate. As used herein, the term "Maximum Lawful Rate" means the greatest of the rates of interest from time to time permitted under applicable federal and Texas law.

After maturity, all past-due principal and if permitted by applicable law, interest shall bear interest at the highest rate permitted by applicable law, or if no such maximum rate is established by applicable law, then at the rate of eighteen (18%) percent per annum. During the existence of any default hereunder or under any instrument securing or evidencing the loan evidenced hereby, the entire unpaid balance of principal shall bear interest at the highest rate permitted by applicable law, or if no such maximum rate is established by applicable law, then at the rate of eighteen (18%) percent per annum.

Interest shall be calculated on the basis of the actual number of days elapsed over a year composed of three hundred sixty-five (365) days, or three hundred and sixty-six (366) days in a leap year.

Interest on the unpaid balance of this Note shall be due and payable in monthly installments, beginning February 1st, 1985, and continuing regularly and monthly thereafter throughout the term of this Note.

The unpaid principal balance of this Note shall be due and payable on or before eighteen (18) months from date hereof.

EXHIBIT "A" to Defendants'
Original Answer

EXHIBIT

B

tabbies

Handwritten signatures and initials:
Jiz
RMB
AMS
RKB
A.R.
J.M.M.
11/1/85

This Note is secured by a Deed of Trust of even date herewith upon certain property situated in Smith County, Texas. This Note is executed pursuant to an Interim Construction Loan Agreement of even date herewith between the Maker and Tesoro Savings and Loan Association. Said Deed of Trust and Interim Construction Loan Agreement contain provisions for acceleration of the maturity hereof upon the happening of certain events.

At the option of the holder of this Note, the entire principal balance and accrued interest owing hereon shall at once become due and payable without notice or demand upon the occurrence at any time of any of the following events:

(a) Default in payment of any installment of interest or default in the payment of principal, due hereunder or in the performance of any of the covenants or provisions of any Deed of Trust, Mortgage, Security Agreement, Interim Construction Loan Agreement, or other agreement securing this Note or evidencing the loan evidenced hereby.

(b) The liquidation, termination, dissolution, or, if any of the undersigned is a natural person, the death of any of the undersigned, or any guarantor.

(c) The bankruptcy or insolvency of, the assignment for the benefit of creditors by, or the appointment of a receiver for any of the property securing this Note, or of any party liable for the payment of this Note, whether as maker, endorser, guarantor, surety, or otherwise.

(d) Default in the payment of any other indebtedness due to the holder hereof or default in the performance of any other obligation to the holder hereof by the undersigned or any other party liable for the payment hereof, whether as endorser, guarantor, surety, or otherwise.

Maker, sureties, and endorsers of this Note severally waive demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest, and agree to all renewals, extensions, and partial payments before or after maturity without prejudice to the holder.

If this Note is not paid at maturity and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy, a probate, or any other court whether before or after maturity, then the holder shall be entitled to all costs of collection, including but no limited to reasonable attorney's fees.

This Note may be prepaid in whole or in part at any time, without penalty, with thirty (30) days prior written notice.

Because of the possibility of irregular periodic balances of principal, premature payment, and the variable nature of the interest rate, the total interest that will accrue under this Note cannot be determined in advance. The holder does not intend to charge or collect -usurious interest, and to prevent such an occurrence, the holder will, at maturity or on earlier final payment of this Note, determine the total amount of interest that can be lawfully charged or collected by applying the Maximum Lawful Rate of interest to the full periodic balances of principal for the period each is outstanding and unpaid, and compare such amount with the total interest that has accrued under the terms of this Note, and, if necessary to prevent usury, reduce the total amount of interest payable by Maker to the lesser amount. If the amount of interest that has been collected exceeds the lawful amount, holder shall either make direct refund of such excess to Maker, or credit it against other sums owed by Maker to holder, whichever holder deems appropriate.

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This Note shall be deemed to be a contract made under and shall be governed by and construed in accordance with the laws of the State of Texas and of the United States of America, and the sole and exclusive forum for the determination of any action relating to the validity and enforceability of this Note shall be either in the appropriate Court of the State of Texas, County of Webb, or in the United States District Court, Laredo Division, Southern District of Texas.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the day and year first abovementioned.

GOLD PARK DEVELOPMENT PARTNERSHIP

By: Guy O. Danielson
GUY O. DANIELSON,
General Partner

By: Mark Greenberg
Mark Greenberg, Attorney in
Fact for Guy O. Danielson

By: T. M. Morris
T. M. MORRIS,
General Partner

By: Jan H. Garrett
JAN H. GARRETT,
General Partner

By: Mark Greenberg
MARK GREENBERG,
General Partner

By: Steve Morris
STEVE MORRIS,
General Partner

By: Percy S. Beard
PERCY S. BEARD,
General Partner

By: David Michael Breedlove
DAVID MICHAEL BREEDLOVE,
General Partner

By: George E. Walter, Jr.
GEORGE E. WALTER, JR.,
General Partner

By: David J. Mozersky
DAVID J. MOZERSKY,
General Partner

By: Edward A. Wolf
Edward A. Wolf, Attorney in
Fact for David J. Mozersky

By: C. M. McRoberts, Jr.
C. M. McROBERTS, JR.,
General Partner

By: Edward A. Wolf
EDWARD A. WOLF,
General Partner

By: Robert M. Breedlove
ROBERT M. BREEDLOVE,
General Partner

By: Randall K. Boatright
RANDALL K. BOATRIGHT,
General Partner

By: Robert M. Breedlove
Robert M. Breedlove,
Attorney in Fact for
Randall K. Boatright

By: Alan Richard Braid
ALAN RICHARD BRAID,
General Partner

By: James R. Morris
JAMES R. MORRIS,
General Partner

By: Marvin G. Stephens
MARVIN G. STEPHENS,
General Partner

See for 12/13/92
15/3/92

RENEWAL AND MODIFICATION PROMISSORY NOTE

\$5,100,000.00

Laredo, Texas

June 27, 1986

FOR VALUE RECEIVED, the undersigned, GOLD PARK DEVELOPMENT PARTNERHIP, a Texas General Partnership, by and through its General Partners, (hereinafter called "Maker"), hereby promises to pay to TESORO SAVINGS AND LOAN ASSOCIATION, a savings and loan association organized and existing under the laws of the State of Texas ("Payee"), at its office at 101 West Village Drive, P. O. Box 2099, Laredo, Webb County, Texas 78044, or any other owner or holder of this Note, on or before December 27, 1986, the principal sum of FIVE MILLION ONE HUNDRED THOUSAND AND NO/100s DOLLARS (\$5,100,000.00), or so much thereof as may be advanced and outstanding, together with interest on the unpaid principal balance from day to day remaining, which shall from day to day be at the annual rate ("Applicable Rate") equal to the lesser of (a) the Maximum Rate permitted by applicable law or (b) the sum of two percent (2%) over the Prime Rate; provided, however, that the rate of interest charged under clause (b) hereof shall in no event be less than ~~ten~~ and one-half percent (~~10~~ 1/2%) per annum; ^{twelve} and, provided further, however, if any time a rate of interest specified in clause (b) above would exceed the Maximum Rate, thereby causing the interest on the indebtedness evidenced hereby to be limited to the Maximum Rate, then any subsequent reduction in the Prime Rate shall not reduce the rate of interest on the indebtedness evidenced hereby below the Maximum Rate until the total amount of interest accrued on the indebtedness evidenced hereby equals the amount of interest which would have accrued on the indebtedness evidenced hereby if the rate specified in clause (b) above had at all times been in effect.

Except for the payment of \$8,500.00, which shall be made by Maker on a monthly basis beginning July 27th, 1986, and continuing monthly on the same date of the month until the maturity of this Note.

"Prime Rate" as used herein shall mean at any time the rate per annum announced by the Chase Manhattan Bank of New York at its Principal Office as its prime commercial lending rate, which rate is not necessarily the lowest loan rate charged by said bank and each change in the interest rate on the note evidencing the subject indebtedness shall take effect on the effective date of the change in the Prime Rate. Interest on this note shall be calculated on a daily rate equal to 1/360th of the annual percentage rate herein provided.

The principal and accrued unpaid interest on this Note shall be due and payable at maturity, December 27, 1986.

The Maker shall have the right and privilege to prepay the principal balance outstanding at any time, or from time to time, upon thirty (30) days written notice of such prepayment to Payee.

All past due principal and/or interest hereon shall bear interest at the Maximum Rate permitted by applicable law, or, in the event no Maximum Rate exists, then at a rate equal to five percent (5%) above the Prime Rate.

This Note is secured inter alia, by that certain Deed of Trust and Security Agreement dated December 27, 1984 from the Maker to Morris E. White, Jr., Trustee, recorded in Volume 2356, Pages 634-661, Real Property Records of Smith County, Texas, and is additionally secured by an Extension of Real Estate Note and Lien, dated of even date herewith, covering the following described property located in Smith County, Texas:

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All that certain lot, tract or parcel of land, a part of the Robert Tombs, A-987, also being part of the following tracts: a called 26.875 acre tract described in a deed from A.E. Dennis to Robert D. Thorton, dated August 5, 1968, recorded in Volume 1273, Page 206 of the Deed Records; a called 25.0 acre tract described in a deed from Beulah Thorton to Ronald D. Thorton, dated November 8, 1968, recorded in Volume 1282, Page 364 of the Deed Records; a called 17.0 acre tract described in a deed from W. D. Magee and Larry J. Barbin to J. Robert Dodds, Trustee for Heritage National Bank, dated May 22, 1979, recorded in Volume C-20, Page 68 of the Deed of Trust Records of Smith County, Texas, more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein for all purposes.

If default is made in the payment of any installment of principal or interest under this Note or any other note or evidence of indebtedness now or hereafter owing by the Maker (or the successors or assigns of the Maker) to the holder of this Note, or upon the occurrence of an Event of Default as defined in the above referenced Deed of Trust, then in any such event the holder hereof may, at its option, declare the entire principal balance of and accrued interest on this Note immediately due and payable without notice or demand, foreclose all liens and security interest securing the payment thereof or any part thereof, and offset against this Note any sums or sums owed by the holder hereof to Maker, at the option of the holder of this Note. Failure to exercise any such option shall not constitute a waiver of the right of any holder hereof to exercise the same in the event of any subsequent default.

Notwithstanding anything to the contrary in this Note or in any other agreement entered into in connection herewith or securing the indebtedness evidenced hereby, whether now existing or hereafter arising and whether written or oral, it is agreed that the aggregate of all interest and any other charges constituting interest, or adjudicated as constituting interest, and contracted for, chargeable or receivable under this Note or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by applicable law. In the event the maturity of this Note is accelerated by reason of an election by the holder hereof resulting from a default hereunder or under any other document executed as security herefor or in connection therewith, or by voluntary prepayment by the Maker, or otherwise, then earned interest may never include more than the maximum rate of interest permitted by applicable law, computed from the dates of each advance of the loan proceeds outstanding until payment. If from any circumstance any holder of this Note shall ever receive interest or any other charges constituting interest, or adjudicated as constituting interest, the amount, if any, which would exceed the maximum rate of interest permitted by applicable law shall be applied to the reduction of the principal amount owing on this Note or on account of any other principal indebtedness of the Maker to the holder of this Note, and not to the payment of interest; or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, the amount of such excessive interest that exceeds the unpaid balance of principal hereof and such other indebtedness shall be refunded to the Maker. All sums paid or agreed to be paid to the holder of this Note for the use, forbearance or detention of the indebtedness of the Maker to the holder of this Note shall be amortized, prorated, allocated and

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spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof, and, in conjunction therewith, if the loan evidenced by this Note should ever be deemed to consist of two or more loans, then any sum paid or agreed to be paid to the holder hereof for the use, forbearance or detention of the indebtedness of the Maker to the holder of the Note which is deemed to be excessive interest with respect to one or more such loans shall be allocated to the loans for which a maximum lawful rate of interest has not been contracted for, charged or received or for which no maximum rate of interest exists.

Except as expressly provided herein, the Maker and any sureties, guarantors and endorsers of this Note jointly and severally waive demand, presentment, notice of nonpayment or dishonor, notice of intent to accelerate, notice of acceleration, diligence in collecting, grace, notice and protest, and consent to all extensions without notice for any period or periods of time and partial payments, before or after maturity, without prejudice to the holder. The holder shall similarly have the right to deal in any way, at any time, with one or more of the foregoing parties without notice to any other party, and to grant any such party any extensions of time for payment of any of said indebtedness, or to grant any other indulgences or forbearances whatsoever, without notice to any other party and without in any way affecting the personal liability of any party hereunder. If any efforts are made to collect or enforce this Note or any installment due hereunder, the undersigned agrees to pay all collection costs and fees, including reasonable attorneys' fees in an amount which shall be not less than ten percent (10%) of the then unpaid balance of principal and interest due on this Note.

Chapter 15 of the Texas Credit Code (Vernon's Texas Civil Statutes, Art. 5069-15.01 et. seq.) shall not govern, or be applicable to this loan transaction. The maximum, non-usurious interest rate, or the applicable rate ceiling, for the accrual of interest hereunder shall be the "indicated rate ceiling" ("maximum lawful rate,") as that term is defined in Vernon's Texas Civil Statutes, Art. 5069-1.04.

This Note may not be terminated orally, but only by a discharge in writing signed by the holder of this Note at the time such discharge is sought.

Should this Note be signed or endorsed by more than one person and/or entity, all of the obligations herein contained shall be considered the joint and several obligations of each maker and endorser hereof.

In the event the enforceability or validity of any provision of this Note or of any document evidencing or securing the indebtedness represented by this Note is challenged or questioned, such provision shall be governed by, and shall be construed in accordance with, whichever applicable federal (including but not limited to Public Law 96-221) or Texas law would uphold or would enforce such challenged or questioned provision.

This Note is given in renewal and extension of that one certain promissory note in the original principal sum of \$5,100,000.00 dated December 27, 1984, executed by GOLD PARK DEVELOPMENT, a Texas Partnership, and through its General Partners, payable to the order of Tesoro Savings and Loan

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Association, and secured by a Deed of Trust and Security Agreement dated December 27, 1984, duly recorded in Volume 2356, pages 634-661, of the Real Property Records of Smith County, Texas upon the real property described therein, which lien is hereby expressly acknowledged by Maker to be a valid and subsisting lien against the property therein described, and it is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure the payment of this Note.

IN WITNESS WHEREOF Maker has duly executed this Note as of the date and year first above written.

GOLD PARK DEVELOPMENT PARTNERSHIP

By: Percy S. Beard
Percy S. Beard,
General Partner

By: Randall K. Boatright
Randall K. Boatright,
General Partner

By: Alan Richard Braid
Alan Richard Braid,
General Partner

By: David M. Breedlove
David M. Breedlove,
General Partner

By: Robert M. Breedlove
Robert M. Breedlove,
General Partner

By: Guy O. Danielson
Guy O. Danielson,
General Partner

By: Jan H. Garrett
Jan H. Garrett,
General Partner

By: Mark Greenberg
Mark Greenberg,
General Partner

By: C. M. McRoberts, Jr.
C. M. McRoberts, Jr.,
General Partner

By: James R. Morris
James R. Morris,
General Partner

By: Steve Morriss
Steve Morriss,
General Partner

By: T. M. Morriss
T. M. Morriss,
General Partner

By: David J. Mozersky
David J. Mozersky,
General Partner

By: Marvin G. Stephens
Marvin G. Stephens,
General Partner

By: George E. Walter
George E. Walter,
General Partner

By: Edward A. Wolf
Edward A. Wolf,
General Partner

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J. M. M. [Signature] CV 1002

EXHIBIT "A"

ENDING at a 1/2 inch iron bar at the Northeast corner of the above mentioned 26.875 acre tract, and being in the West Right-of-Way line of U.S. Highway 69;

THENCE South 4 degrees 37 minutes 35 seconds West - 405.20 feet with said West Right-of-Way and the East line of said 26.875 acres to a concrete Right-of-Way;

THENCE South 1 degrees 51 minutes 07 seconds East - 300.20 feet continuing with said West Right-of-Way to a concrete Right-of-Way marker in the East line of said 25.0 acre tract;

THENCE South 5 degrees 01 minutes 14 seconds West - 276.60 feet continuing with said West Right-of-Way and said East line to a 1 inch iron bolt at the Southeast corner of same;

THENCE North 88 degrees 02 minutes 09 seconds West - 586.61 feet with the South line of said 25.0 acre tract to a 1/2 inch iron rod at the most Northern Northeast corner of said 17.0 acre tract;

THENCE South 4 degrees 58 minutes 38 seconds West - 135.59 feet with the Northerly East line of said 17.0 acre tract to a 1/2 inch iron rod for an inner corner of same;

THENCE South 88 degrees 02 minutes 49 seconds East - 285.75 feet with the middle North line of said 17.0 acre tract to a 1/2 inch iron rod for an ell corner of same;

THENCE South 5 degrees 04 minutes 09 seconds West - 73.11 feet with the middle East line of said 17.0 acre tract to a 1/2 inch iron rod for an inner corner of same;

THENCE South 88 degrees 02 minutes 58 seconds East - 300.80 feet with the easterly North line of said 17.0 acre tract to a 5/8 inch iron rod for the Northeast corner of same and being in the West Right-of-Way line of U.S. Highway 69;

THENCE with the West Right-of-Way line of U.S. Highway 69, South 13 degrees 06 minutes 12 seconds West - 103.37 feet, South 4 degrees 46 minutes 42 seconds West - 549.41 feet, South 51 degrees 27 minutes 21 seconds West - 75.20 feet to a 1/2 inch iron rod for corner in the North Right-of-Way line of Cumberland Road;

THENCE North 89 degrees 14 minutes 54 seconds West - 665.47 feet with the South line of said 17.0 acre tract and the North Right-of-Way line of Cumberland Road to a 1/2 inch iron rod at the Southeast corner of a called 0.3021 acre tract described in a Deed from Gold Park Partnership to East Texas Savings & Loan, recorded in Volume 2217, Page 425, of the Deed Records;

THENCE North 0 degrees 49 minutes 45 seconds East - 215.03 feet with the East line of said 0.3021 acre tract to a 1/2 inch iron rod at the Northeast corner of same;

THENCE North 89 degrees 14 minutes 08 seconds West - 153.95 feet with the North line of said 0.3021 acre tract to a 1/2 inch iron rod at the Northwest corner of same and being in the West line of said 17 acre tract;

THENCE North 0 degrees 48 minutes 51 seconds East - 709.37 feet with the West line of said 17.0 acre tract to a 1/2 inch iron rod at the Northwest corner of same;

THENCE North 37 degrees 27 minutes 16 seconds East - 187.94 feet to a 1/2 inch iron rod for corner;

THENCE North 8 degrees 07 minutes 25 seconds East - 301.74 feet to a 1/2 inch iron rod for corner;

THENCE North 16 degrees 27 minutes 11 seconds East - 309.73 feet to a 1/2 inch iron rod for corner;

THENCE North 1 degrees 21 minutes 13 seconds East - 220.00 feet to a 1/2 inch iron rod in the North line of said 26.875 acre tract;

THENCE South 88 degrees 38 minutes 47 seconds East - 750.0 feet with said North line to the place of beginning containing 34.0678 acres of land.

EXHIBIT "A"

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G U A R A N T Y

THIS GUARANTY, entered into by the person or persons executing same hereinbelow (hereinafter referred to, whether one or more, as "Guarantors") in favor of TESORO SAVINGS AND LOAN ASSOCIATION, a savings and loan association, organized and existing under the laws of the State of Texas, (hereinafter referred to as "Lender") and subsequent holders of the hereinbelow defined Note;

W I T N E S S E T H:

WHEREAS, Lender proposes to lend to Borrower (being the maker, whether one or more, of the note hereinafter defined) the sum of FIVE MILLION ONE HUNDRED THOUSAND AND NO/100 (\$5,100,000.00) DOLLARS, hereinafter referred to as the "Loan", to be evidenced by Promissory Note of even date herewith executed by GOLD PARK DEVELOPMENT PARTNERSHIP, a Texas General Partnership, by and through its General Partners, (herein referred to as the "Note"); and

WHEREAS, Lender will not make the Loan unless Guarantors, jointly and severally, guarantee the full and timely repayment of the Loan, the full and timely satisfaction of all the covenants, agreements and conditions (hereinafter referred to collectively as "Obligations") undertaken by Borrower in any agreement (including the Note, and Deed of Trust, whether one or more) executed by Borrower to, or for the benefit of, Lender and in connection with the Loan (being incorporated by this reference herein and hereinafter referred to collectively as the "Security Documents") and the truthfulness of all the warranties and representations made by Borrower in the Security Documents.

NOW, THEREFORE, as a material inducement to Lender to make the Loan to Borrower, and for other good and valuable considerations the receipt and sufficiency of all of which are hereby acknowledged and confessed; Guarantors do hereby jointly and severally, irrevocably and unconditionally, warrant and represent unto and covenant with Lender as follows:

8/17/86 Original sent to Rosie Perez

EXHIBIT "F"

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1. Guaranty. Guarantors hereby (a) guarantee unto Lender the full and timely payment of the Loan, and all accrued interest and other sums, including attorneys' fees and court costs, to become due Lender under the Security Documents (hereinafter referred to collectively as the "Indebtedness") as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity or otherwise, and in the full and timely satisfaction of each and all of the Obligations, irrespective of the validity, regularity or enforceability of the Security Documents and (b) agree with Lender to pay to Lender (i) within five (5) days from the date Lender notifies Guarantors of Borrower's failure to pay the Indebtedness at maturity and at the place specified in the Note for payment, the full amount of the unpaid Indebtedness and (ii) Lender's reasonable attorney's fees and all court costs incurred by Lender in enforcing or protecting any of Lender's rights, remedies or recourses hereunder.

2. Guarantors' Warranties. Guarantors hereby warrant and represent unto Lender that (a) each and every warranty, representation and Obligation made or undertaken by Borrower in the Security Documents is true and correct, and will be fulfilled and satisfied, in accordance with the terms thereof and agree with Lender to fulfill or cure, completely and within five (5) days from the date Lender notifies Guarantors of a breach of any such warranty, representation or Obligation by Borrower, any and all such breaches and (b) this Guaranty constitutes a legal, valid and binding obligation on each of them, and is fully enforceable against them in accordance with its terms.

3. Waiver. Guarantors hereby waive (a) all notice of acceptance hereof, protest, demand and dishonor, presentment and demands of any kind now or hereafter provided for by any statute or rule of law other than the five (5) day notices referred to in Paragraphs 1 and 2 hereinabove, (b) any and all requirements that Lender institute any action or proceedings, or exhaust any or all

of Lender's rights, remedies or recourses, against Borrower or anyone else or in respect of any mortgaged property or collateral covered by any Security Document, as a condition precedent to bringing an action against any or all Guarantors upon this Guaranty, it being expressly agreed that the liability of Guarantors hereunder shall be primary and not secondary, (c) any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Borrower, any Guarantor or any other surety, co-maker, endorser or Guarantor of the Indebtedness or the Obligations (even though rendering same void, unenforceable or otherwise uncollectible), it being agreed that Guarantors shall remain liable hereon regardless of whether Borrower or any other such person be found not liable thereon, for any reason and (d) any claim Guarantors might otherwise have against Lender by virtue of Lender's invocation of any right, remedy or recourse permitted it hereunder or under the Security Documents.

4. Financial Statements and Legal Proceedings. Each Guarantor hereby warrants and represents unto Lender that (a) any and all balance sheets, net worth statements and other financial data which have heretofore been given to Lender with respect to such Guarantor fairly and accurately present the financial condition of such Guarantor as of the date thereof and, since the date thereof, there has been no material adverse change in the financial condition of such Guarantor and (b) except as may be set out on any exhibit attached hereto, (i) there are no legal proceedings, material claims or demands pending against, or to the knowledge of such Guarantor's assets, (ii) such Guarantor is not in material breach or material default of any legal requirement and (iii) no event (including specifically such Guarantor's execution and delivery of this Guaranty) has occurred which, with the lapse of time or action by a third party, could result in such

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Guarantor's material breach or material default under any legal requirement...

5. Subsequent Act. Guarantors hereby agree with Lender that (a) the payments called for and provisions contained in the Security Documents, including specifically the Note, may be renewed, extended, rearranged, modified, released or cancelled, (b) all or any part of any mortgaged property and collateral may be released from, and any new or additional security may be added to, the lien and security interest of the Security Documents, (c) any Guarantor, and any additional parties who may become personally liable for repayment of the Loan, may hereafter be released from their liability hereunder and thereon and (d) Lender may take, or delay in taking or refuse to take, any and all action with reference to the Loan and the Security Documents (regardless of whether same might vary the risk or alter the rights, remedies or recourses of any Guarantor) including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of any Guarantor, and no such acts shall in any way release, diminish, or affect the absolute nature of each Guarantors' Obligations and liabilities hereunder. It is the intent of Guarantors and Lender that such Obligations and liabilities hereunder are primary, absolute and unconditional under any and all circumstances and that until the Indebtedness is fully and finally paid and the Obligations are fully and finally satisfied such Obligations and liabilities shall not be discharged or released, in whole or in part, by any act or occurrence which might, but for this Paragraph 5, be deemed a legal or equitable discharge or release of Guarantors.

6. Remedies Cumulative. Guarantors hereby agree with Lender that all rights, remedies and recourses afforded to Lender by reason of this Guaranty, or otherwise, (a) are separate and cumulative and may be pursued separately, successively or

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concurrently, as occasion therefor shall arise and (b) are non-exclusive and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse which Lender may have.

7. No Subrogation. If, for any reason whatsoever, Borrower now or hereafter becomes indebted to any Guarantors, such Indebtedness and all interest thereon shall, at all times, be subordinate in all respects to the Security Documents, and such Guarantors shall not be entitled to enforce or receive payment thereof until the Indebtedness has been fully paid and the Obligations fully satisfied. Notwithstanding anything to the contrary contained in this Guaranty or any payments made by any Guarantor hereunder, no Guarantors shall have any right of subrogation in or under the Security Documents or to participate in any way therein, or any right, title or interest in and to any mortgaged property or any collateral for the Indebtedness, all such rights of subrogation and participation being hereby expressly waived and released, until the Indebtedness has been fully paid and the Obligations fully satisfied.

8. Law Governing and Severability. This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas, and is intended to be performed in accordance with, and only to the extent permitted by such laws. Additionally Guarantors agree that any legal proceedings resulting from any disagreement or violation pursuant to this Guaranty Agreement shall be filed in Webb County, Texas. If any provision of this Guaranty or the application thereof to any persons or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither, the remainder of this Guaranty nor the application of such provision to any other persons or circumstances shall be affected thereby, but rather same shall be enforced to the greatest extent permitted by law. Additionally, it is the intention of the Lender and Guarantors to conform

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strictly to applicable usury laws now in force. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then in that event notwithstanding anything to the contrary contained in this Guaranty or in any other instrument or agreement entered into in connection with or as security for the Indebtedness, it is agreed as follows: (i) the aggregate of all consideration that constitutes interest under applicable law and that is contracted for, charged, or received under this Guaranty or under any of the aforesaid instruments or agreements or otherwise in connection with the Indebtedness shall under no circumstances exceed the maximum amount of interest permitted by applicable law and any excess shall be cancelled automatically, and, if theretofore paid, shall be credited on the Indebtedness by the Lender hereof, or if paid in full, refunded accordingly.

9. Successors and Assigns. This Guaranty, and all the terms, provisions and conditions hereof, shall be binding upon each Guarantor, and each Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Lender, and its successors and assigns, and all subsequent holders of the Note.

10. Counterparts. This Guaranty may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

11. Paragraph Headings. The paragraph headings inserted in this Guaranty have been included for convenience only and are not intended, and shall not be construed, to limit or define in any way the substance of any paragraph contained herein.

EXECUTED this 27th day of December, 1984.


STEVE MORRISS

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
 Tesoro Savings & Loan Association
 Laredo, Texas
Under § 406(c)(1)(B)

No. 88- 1235 PDate: Nov. 18, 1988

WHEREAS, Tesoro Savings & Loan Association, Laredo, Texas ("Association"), is an institution incorporated under the laws of the State of Texas, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation ("FSLIC"); and

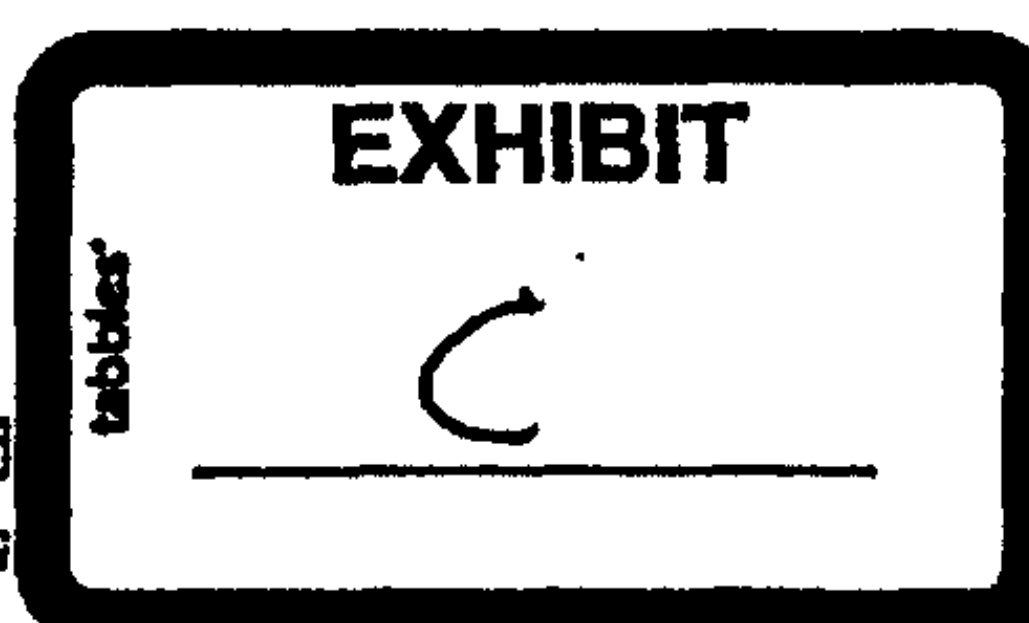
WHEREAS, Pursuant to § 406(c)(1)(B) of the National Housing Act, as amended ("NHA"), 12 U.S.C. § 1729(c)(1)(B) (1982) ("§ 406(c)(1)(B)"), the Federal Home Loan Bank Board ("Bank Board") has exclusive power and jurisdiction to appoint the FSLIC as sole conservator or receiver of an insured institution other than a Federal association in the event that the Bank Board determines that any of the grounds specified in § 5(d)(6)(A)(i), (ii), or (iii) of the Home Owners' Loan Act of 1933, as amended ("HOLA"), 12 U.S.C. § 1464(d)(6)(A)(i), (ii), or (iii), (1982), exists with respect to such institution; and

WHEREAS, Pursuant to subsections (ii)(I) and (II) of § 406(c)(1)(B), the authority conferred by § 406(c)(1)(B) may be exercised without delay with respect to an association upon receipt of the written approval of the State official having jurisdiction over the association that the ground specified by the Bank Board for its exercising such authority exists; and

WHEREAS, Pursuant to subsection (i)(II) of § 406(c)(1)(B), in a case in which the Bank Board has exercised its power and jurisdiction under subsection (i)(I) of § 406(c)(1)(B), the FSLIC shall have the same powers and duties with respect to an insured institution other than a Federal association as are conferred upon it under § 406(b) of the NHA, 12 U.S.C. § 1729(b) (1982), with respect to a Federal association; and

WHEREAS, Pursuant to § 406(c)(3) of the NHA, 12 U.S.C. § 1729(c)(3) (1982), in any case in which the FSLIC is appointed receiver of an insured institution pursuant to § 406(c)(1) of the NHA, 12 U.S.C. § 1729(c)(1) (1982), the

EXHIBIT



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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
 Tesoro Savings & Loan Association
 Laredo, Texas
Under § 406(c)(1)(B)

No. 88- 1235 p

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provisions of § 5(d) of the HOLA, 12 U.S.C. § 1464(d) (1982), shall be applicable in the same manner and to the same extent as if such institution were a Federal association with respect to which the FSLIC had been appointed receiver; and

- WHEREAS, The Bank Board has considered staff memoranda, together with accompanying attachments and exhibits (copies of which memoranda are in the Minute Exhibit File):

Ground for Appointment

NOW, THEREFORE, IT IS RESOLVED, That, on the basis of the administrative record before it, including, but not limited to, oral presentations, the Bank Board finds that the ground specified in § 5(d)(6)(A)(i) of the HOLA, 12 U.S.C. § 1464(d)(6)(A)(i) (1982), exists with respect to the Association in that the Association is insolvent in that the assets of the Association are less than its obligations to its creditors and others, including its withdrawable accountholders; and

Notice to State Official

RESOLVED FURTHER, That the Secretary or an Assistant Secretary to the Bank Board shall cause a letter to be delivered to the Commissioner, Department of Savings and Loan of the State of Texas, or designated agent thereof (the "Commissioner"), notifying the Commissioner of the Bank Board's determination of the existence of the ground for the appointment of the FSLIC as sole receiver of the Association, and requesting written approval that the ground specified exists, provided that the final form of such letter shall be approved by the Office of the General Counsel ("OGC"); and

RESOLVED FURTHER, That upon delivery of such letter to the Commissioner, it shall be deemed to have been received by the official of the State of Texas having jurisdiction over the Association within the meaning of subsection (ii)(I) of § 406(c)(1)(B); and

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
 Tesoro Savings & Loan Association
 Laredo, Texas
Under § 406(c)(1)(B)

No. 88-1235 p

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Appointment of Receiver

RESOLVED FURTHER, That the Bank Board, pursuant to § 406(c)(1)(B), appoints the FSLIC as sole receiver of the Association ("Receiver") for the purpose of liquidation, provided that the exercise of this appointment shall not be effective and this appointment shall not be exercised unless and until an attorney from the OGC, or fee counsel designated by the General Counsel to represent the Receiver, or any person named as a Special Representative of the Receiver, or any Assistant Secretary to the Bank Board, shall have received the written approval of the Commissioner that the ground specified in § 5(d)(6)(A)(i) of the HOLA, 12 U.S.C. § 1464(d)(6)(A)(i) (1982), exists with respect to the Association, and provided further that the form of any such approval is satisfactory to the OGC; and

Priorities

RESOLVED FURTHER, That, as the Association is chartered under the laws of the State of Texas and as the Bank Board has adopted a final rule establishing the priorities of claims of creditors and recognizing state law priorities with respect to depositors for state-chartered institutions, § 569c.11 of the Rules and Regulations for the FSLIC ("Insurance Regulations"), 53 F.R. 25129, to be codified at 12 C.F.R. § 569c.11, the Receiver is directed to recognize the priorities of the claims of depositors established under Texas law; and

RESOLVED FURTHER, That, the FSLIC having been advised by the General Counsel to the Commissioner that, under Texas law, claims of depositors have priority over the claims of general creditors, and the OGC having reviewed applicable provisions of Texas law and having concurred with this advice, the Receiver is directed to accord priority to the claims of creditors in accordance with § 569c.11 of the Insurance Regulations, 53 F.R. 25129, and, pursuant to § 569c.11(a)(6) of the Insurance

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
 Tesoro Savings & Loan Association
 Laredo, Texas
Under § 406(c)(1)(B)

No. 88- 1235 p

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Regulations, to accord priority to claims of depositors with respect to their deposits over the claims of general creditors, notwithstanding § 549.5-1 of the Rules and Regulations for the Federal Savings and Loan System ("Federal Regulations"), 12 C.F.R. § 549.5-1 (1988), or any other provision of Part 549 of the Federal Regulations, 12 C.F.R. Part 549 (1988); and

Worthlessness of General Creditor,
Subordinated Debt and Stock Interests

RESOLVED FURTHER, That the Bank Board finds that the Association is not a going concern and could continue as a going concern only with financial assistance from the FSLIC; and

RESOLVED FURTHER, That the Bank Board finds that the Association's financial condition is such that the Association cannot be sold to an independent third party without financial assistance from the FSLIC; and

RESOLVED FURTHER, That the Bank Board finds that the proceeds that can be realized upon liquidation of the Association's assets are insufficient to satisfy the Association's secured, and deposit liabilities, and unsubordinated claims of governmental units for unpaid taxes (other than Federal income taxes), such that no amount remains for payment of general creditors or for distribution to the Association's subordinated debt holders or stockholders, and therefore, the Association's general creditors' claims, subordinated debt and stock (including common stock, preferred stock, permanent stock, guarantee stock, stock and nonwithdrawable accounts, as defined by 12 C.F.R. § 561.42 (1988)), are worthless; and

Powers and Duties of Receivers

RESOLVED FURTHER, That, pursuant to § 406(c)(1)(B), (c)(3), and (d) of the NHA, 12 U.S.C. § 1729(c)(1)(B), (c)(3), and (d) (1982), the FSLIC as Receiver shall have and exercise all powers, rights, and privileges, and shall assume, perform, and

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
 Tesoro Savings & Loan Association
 Laredo, Texas
Under § 406(c)(1)(B)

No. 88- 1235 P

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discharge all duties, responsibilities, and obligations of a receiver for a Federal savings and loan association accorded or imposed by, and subject to, applicable provisions of law and regulations and orders of the Bank Board, including, but not limited to, § 5(d) of the HOLA, 12 U.S.C. § 1464(d) (1982), § 406 of the NHA, 12 U.S.C. § 1729 (1982), and the provisions of Parts 547 and 549 of the Federal Regulations, 12 C.F.R. Parts 547 and 549; and

RESOLVED FURTHER, That, in addition to all powers and authority of a receiver provided for by law, regulations, and orders, the Receiver is hereby authorized and empowered, and need not seek further approval from the Bank Board, to borrow money in such amounts from any source and in any manner as the Receiver requires to fulfill its duties as receiver, to execute, acknowledge, and deliver evidence of indebtedness for such borrowings, and to secure repayment of such borrowings by mortgages, pledges, and assignments in trust, or hypothecation of any property of the Association, provided that the form of any contract or security agreement for such borrowings shall be approved by the OGC; and

RESOLVED FURTHER, That the Receiver need not furnish any bond; and

RESOLVED FURTHER, That, notwithstanding the provisions of § 548.1 and § 549.2, of the Federal Regulations, 12 C.F.R. §§ 548.1 and 549.2 (1988), the Receiver may elect to notify by certified mail all persons and entities that the Receiver knows to be holding or to be in possession of assets of the Association; and

RSOLVED FURTHER, That the Receiver is-hereby directed to provide notice to general creditors of the Association, subordinated debt holders and stockholders advising them of the appointment of the Receiver and the determination of the worthlessness of general creditors' claims and stock, including subordinated debt; and

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
Tesoro Savings & Loan Association
Laredo, Texas
Under § 406(c)(1)(B)

No. 88- 1235 P

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Implementing Authority

RESOLVED FURTHER, That the Executive Director, or the Principal Deputy Executive Director, FSLIC, or the designee of either of them ("Director"), is hereby authorized to take such action as may be necessary or appropriate to carry out the obligations of the FSLIC as Receiver, pursuant to its appointment; and

RESOLVED FURTHER, That the FSLIC, in its corporate capacity and not in its capacity as Receiver, is hereby authorized to make advances to the Receiver for the purpose of enabling the Receiver to perform its functions and duties and to pay costs and expenses of the receivership, on such terms and conditions as the Director shall deem appropriate, and the Director may execute such documents as may be necessary to make such advances and enter into related collateral agreements, provided that the final forms of any such documents or agreements have been approved by the OGC; and

Special Representatives

RESOLVED FURTHER, That one or more persons shall be designated as Special Representative of the Receiver ("SR"); that such designated person or persons shall have the power and authority to act in the name and on behalf of the Receiver, including the authority, subject to the direction of the Director or the Deputy Executive Director for Asset Management-Liquidation ("OLD Director"), to take prompt possession of the books, records, property, and assets of every kind and description of the Association and to exercise all powers of the Receiver; that, initially, Edward F. Gerber, John Marchant, Ann Barnes, John Sears, Douglas Warnecke, James DeAngelo, Bruce Burroughs, and Christopher Doss shall each serve as SR; and that the Director or OLD Director may replace or remove any SR and may designate such additional SR(s) as the Director or OLD Director deems appropriate, prescribing the functions and responsibilities of such SR(s) as the Director or OLD Director deems appropriate; and

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FEDERAL HOME LOAN BANK BOARD

Appointment of Receiver for
Tesoro Savings & Loan Association
Laredo, Texas
Under § 406(c)(1)(B)

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Termination of Employment Contracts

RESOLVED FURTHER, That the Bank Board determines that upon appointment of the FSLIC as Receiver for the Association for the purpose of liquidation, the Association shall be in "default," as such term is defined in § 401(d) of the NHA, 12 U.S.C. § 1724(d) (1982); and

RESOLVED FURTHER, That every employment contract between the Association and its officers and employees is hereby terminated by the Bank Board, effective upon the date of default of the Association; and

Disclosure of Authority

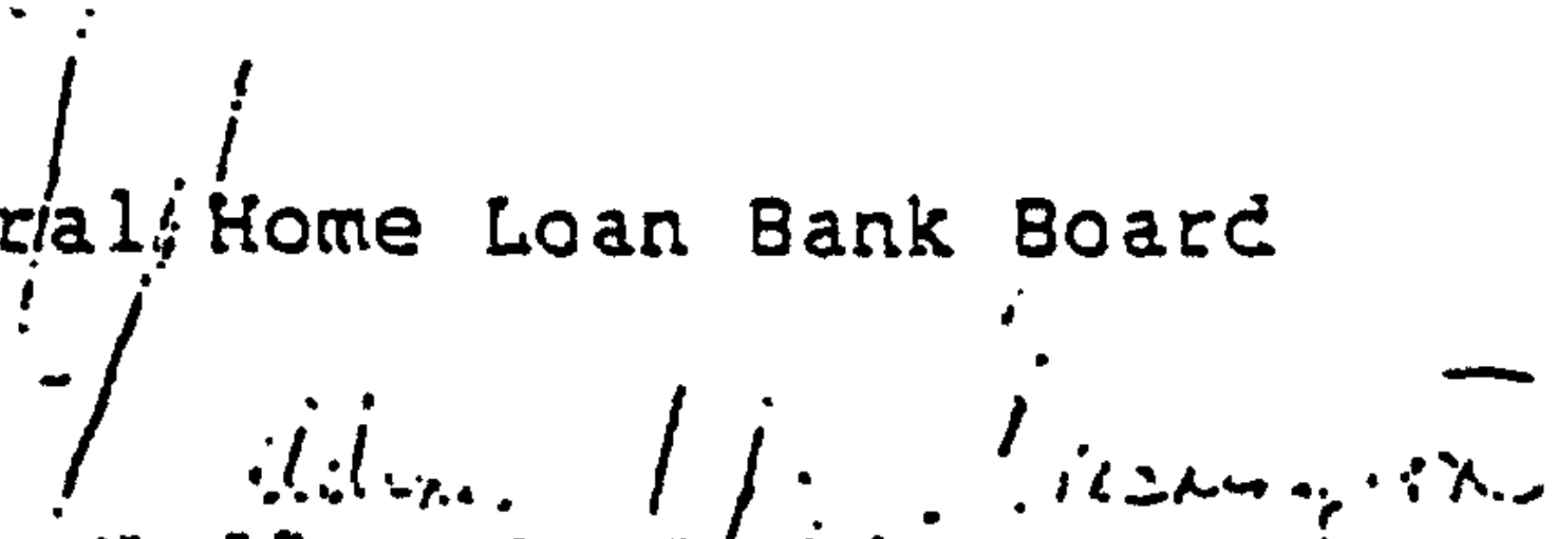
RESOLVED FURTHER, That the Receiver shall require that any independent contractor, consultant, or counsel employed by the Receiver in connection with the liquidation of the Association shall fully disclose to all parties with which such contractor, consultant or counsel is negotiating, any limitation on the authority of such contractor, consultant or counsel to make legally binding representations on behalf of the Receiver; and

Records and Reports

RESOLVED FURTHER, That each SR shall keep a record of his or her actions as SR for the Receiver, and shall report on such actions from time to time as directed by the Director or OLD Director; and

RESOLVED FURTHER, That the Director shall from time to time report to the Bank Board with respect to actions taken pursuant to this Resolution.

By the Federal Home Loan Bank Board


Nadine Y. Washington
Assistant Secretary

ACQUISITION AGREEMENT

BETWEEN

THE FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION
AS RECEIVER FOR
TESORO SAVINGS AND LOAN ASSOCIATION
LAREDO, TEXAS

AND

AMERICITY FEDERAL SAVINGS BANK
DALLAS, TEXAS

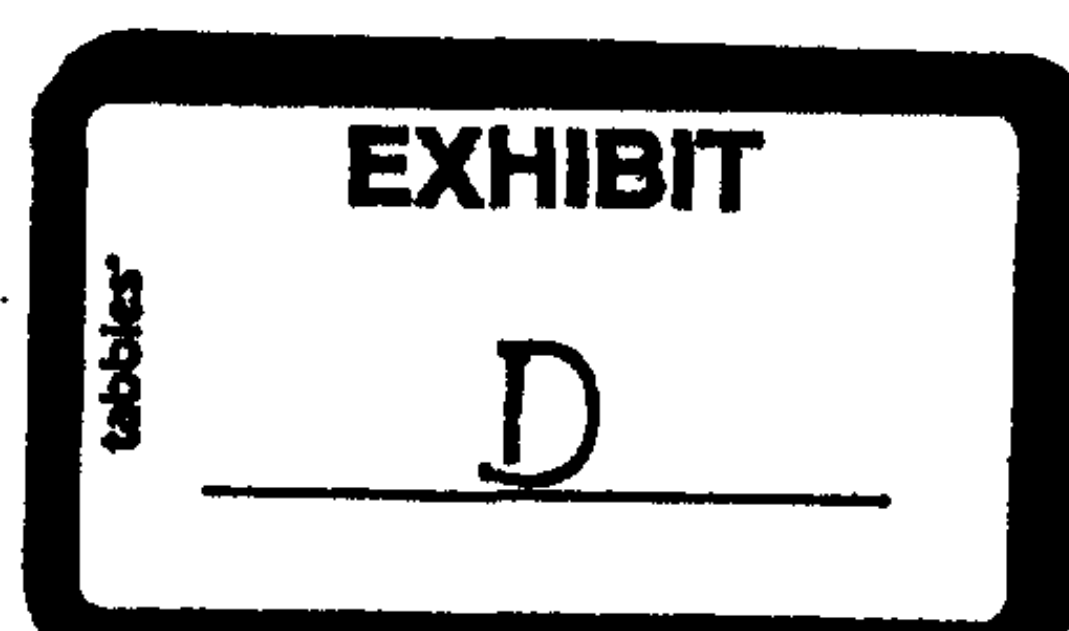


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ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of ~~September~~ ^{November}, 1988, by and between the FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, in its capacity as receiver for TESORO SAVINGS AND LOAN ASSOCIATION, Laredo, Texas (respectively, "RECEIVER" and "CLOSED ASSOCIATION"), and AMERICITY FEDERAL SAVINGS BANK, Dallas, Texas ("ACQUIRING ASSOCIATION").

RECITALS

A. The CLOSED ASSOCIATION is a stock savings and loan association organized under the laws of the State of Texas, the accounts of which are insured by the FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION in its capacity as a corporate instrumentality of the United States ("CORPORATION").

B. The FEDERAL HOME LOAN BANK BOARD ("BANK BOARD") has duly appointed the CORPORATION as RECEIVER for the CLOSED ASSOCIATION, and the RECEIVER's appointment has become effective.

C. The RECEIVER has taken possession of the CLOSED ASSOCIATION and by operation of law has succeeded to all the rights, titles, powers, and privileges of the CLOSED ASSOCIATION.

D. The ACQUIRING ASSOCIATION is a stock savings and loan association organized under the laws of the United States, the accounts of which are insured by the CORPORATION.

E. It has been mutually agreed between the ACQUIRING ASSOCIATION and the RECEIVER, and the BANK BOARD has determined that it is in the best interests of the CLOSED ASSOCIATION, its savers, and the CORPORATION, that substantially all of the CLOSED ASSOCIATION's assets and secured, deposit and certain tax liabilities be immediately transferred to and assumed by the ACQUIRING ASSOCIATION, as provided in this Agreement.

F. The ACQUIRING ASSOCIATION is unwilling to assume the CLOSED ASSOCIATION's secured, deposit and certain tax liabilities in consideration for the purchase by it of the CLOSED ASSOCIATION's assets, having concluded that the value of such assets is less than the amount of the liabilities to be assumed, and the ACQUIRING ASSOCIATION has therefore required as a condition to entering into this Agreement that the CORPORATION enter into a separate Assistance Agreement (the "Assistance Agreement") providing financial assistance in addition to such assets adequate to compensate it for the assumption of the CLOSED ASSOCIATION's secured, deposit, and certain tax liabilities.

G. The ACQUIRING ASSOCIATION is unwilling to acquire and to bear the expense of pursuing claims that the CLOSED ASSOCIATION may have against directors, officers, employees, stockholders and various third parties, and has requested that it not be obligated to assume liabilities under leases of office facilities, many of which may be closed in connection with the implementation of a plan of consolidation.

In consideration of the foregoing and of the mutual covenants and promises contained herein, the RECEIVER and the ACQUIRING ASSOCIATION enter into the following Agreement.

AGREEMENT

§ 1 Definitions. For the purposes of this Agreement, the following terms have the indicated meanings:

(a) "Deposit." The term "Deposit" means a withdrawable or repurchasable share, investment certificate or deposit in the CLOSED ASSOCIATION of a type that is (or would be, but for the \$100,000 limitation) insurable under Section 405(a) of the National Housing Act (12 U.S.C. § 1728(a) (1982)) including, without limitation, all uncollected items included in the depositors' balances and credited on the books of the CLOSED ASSOCIATION, provided, however, that the term "Deposit" shall not include all or any portion of those Deposit balances in accounts designated by the RECEIVER or the CORPORATION from time to time that may be required, in the RECEIVER's or CORPORATION's sole discretion, as appropriate, to satisfy any liquidated or contingent liability of the depositor arising from any known or unknown claim, demand, cause of action or judgment described in § 2(v), (vi) or (vii), whether or not the amount of the liability is, or can be, determined as of the Effective Date (such exclusion from the term "Deposit" to be effective at the time the ACQUIRING ASSOCIATION is notified of

the designation of such account by the RECEIVER or the CORPORATION).

(b) "Depositor." The term "Depositor" means the holder of a Deposit in the CLOSED ASSOCIATION.

(c) "Effective Date." The "Effective Date" is the date on which this Agreement is executed as provided in § 17 of this Agreement.

(d) "Equipment." The term "Equipment" means all equipment included on the books and records of the CLOSED ASSOCIATION on the Effective Date that is located in Leased Offices, including, but not limited to: Automatic Teller Machines, vault doors, drive-through equipment, under counter steel, safes, fireproof cabinets, computer hardware and software, telephone surveillance and security systems.

(e) "Excluded Papers." The term "Excluded Papers" shall have the meaning set forth in § 2 of this Agreement.

(f) "Fair Market Value." The term "Fair Market Value" means, with respect to the purchase and sale of any property, the price at which a willing buyer and seller under no undue pressure to buy or sell would purchase and sell such property on the Effective Date, taking into account any debt secured by such property or any security interest to which it is subject at the time of the transfer of such property to the

ACQUIRING ASSOCIATION, and, with respect to the lease of any property, the rent at which a willing lessor and lessee, under no undue pressure to lease, would lease such property on the Effective Date.

(g) "Fixtures" and "Leasehold Improvements."

The terms "Fixtures" and "Leasehold Improvements" mean those improvements, additions, alterations and installations constituting all or a part of the Leased Offices which were acquired, added, built, installed or purchased at the expense of the CLOSED ASSOCIATION, regardless of who shall hold legal title to such on the Effective Date.

(h) "Furniture." The term "Furniture" means all furniture included on the books and records of the CLOSED ASSOCIATION on the Effective Date that is located in Leased Offices, including, without limitation, carpeting, furniture, shelving, office supplies and artwork.

(i) "Leased Offices." The term "Leased Offices" means the offices, drive-in facilities and teller facilities (staffed or automated), together with appurtenant parking, storage and service facilities, leased by the CLOSED ASSOCIATION on the Effective Date.

(j) "Tax Claim." The term "Tax Claim" means any claim of a governmental unit for unpaid taxes other than Federal income taxes, except to the extent subordinated to depositor claims pursuant to applicable law.

§ 2 Purchase of Assets and Transfer of Property Held in Trust. The RECEIVER hereby sells to the ACQUIRING ASSOCIATION, and the ACQUIRING ASSOCIATION hereby purchases from the RECEIVER, all of the RECEIVER's right, title, and interest in and to all of the CLOSED ASSOCIATION's assets that the RECEIVER owns or holds and any of the CLOSED ASSOCIATION's assets hereafter acquired by the RECEIVER, excluding, however: (i) Leased Offices; (ii) Equipment; (iii) Fixtures and Leasehold Improvements; (iv) Furniture; (v) Any known or unknown claim, demand, cause of action, or judgment (or proceeds therefrom) (A) against the CLOSED ASSOCIATION's or any of its subsidiaries' present or former employees, agents, or controlling persons, directors, officers, or other persons directly or indirectly exercising a controlling influence over the management or policies of the CLOSED ASSOCIATION or any of its subsidiaries, (B) against any stockholder of the CLOSED ASSOCIATION, (C) against any appraiser, accountant, auditor, attorney, investment banker or broker, loan broker, deposit broker, securities dealer or other professional individual or entity performing services for the CLOSED ASSOCIATION, or employees, agents or other persons acting for or in concert with such persons, arising out of events which occurred prior to the date and time of the RECEIVER's taking possession of the CLOSED ASSOCIATION, and (D) against any administrator, executor, personal representative, heir, assign, director or officer of any person or entity identified in § 2(v)(A), (B) or (C), arising out of any act(s) or omission(s) of such person or

entity prior to the Effective Date with respect to the CLOSED ASSOCIATION or its property, or any of its subsidiaries or the subsidiaries' property; (vi) Any known or unknown claim, demand, cause of action or judgment against a surety for any person or entity identified in § 2(v)(A), (B), (C), or (D), including any insurer who may be liable for indemnification for the loss caused by the action or inaction of any such person or entity; (vii) Any claim against counsel for the CLOSED ASSOCIATION for recovery of sums paid by the CLOSED ASSOCIATION to challenge the receivership or contemporary or subsequent actions of the BANK BOARD or the CORPORATION; and (viii) All items, parts, or portions of the CLOSED ASSOCIATION's books and records that relate to liabilities that are not assumed by the ACQUIRING ASSOCIATION pursuant to § 3 of this Agreement and such limited items, parts, or portions of the CLOSED ASSOCIATION's books and records as are specifically identified by the RECEIVER (the "Excluded Papers"). The RECEIVER also transfers to the ACQUIRING ASSOCIATION all assets or property held by the CLOSED ASSOCIATION in trust or subject to arrangements in the nature of a trust ("Trust") and the ACQUIRING ASSOCIATION agrees to honor the obligations of the CLOSED ASSOCIATION under such a Trust to the extent of the assets or property so held in Trust.

§ 3 Assumption of Secured, Deposit and Certain Tax Liabilities. The ACQUIRING ASSOCIATION hereby expressly assumes and agrees to pay, perform, and discharge (i) all of

the CLOSED ASSOCIATION's liabilities to Depositors with respect to their Deposits, (ii) the CLOSED ASSOCIATION's liabilities that are secured by assets purchased by the ACQUIRING ASSOCIATION pursuant to § 2 of this Agreement to the extent of the value of such assets constituting the security for such liabilities, and (iii) the CLOSED ASSOCIATION's liabilities for Tax Claims.

§ 4 Records.

(a) The RECEIVER represents that it is delivering to the ACQUIRING ASSOCIATION, and the ACQUIRING ASSOCIATION acknowledges that the RECEIVER is delivering to it, among the assets sold and purchased under § 2 of this Agreement, all of the CLOSED ASSOCIATION's books and records, except the Excluded Papers, if any.

(b) The ACQUIRING ASSOCIATION agrees to preserve and keep safe all of the CLOSED ASSOCIATION's books and records that it acquires pursuant to this Agreement, to permit the RECEIVER at any reasonable time to inspect, make extracts from or copies of any of such books and records, and to cooperate fully with the RECEIVER in the preparation of the inventory described below.

(c) As a condition of this Agreement, the ACQUIRING ASSOCIATION agrees at its own expense either to segregate and keep separate or, in the alternative and at the option of the ACQUIRING ASSOCIATION, to reconstruct as of the

date of this Agreement, the CLOSED ASSOCIATION's books and records transferred to it until the period in which the CLOSED ASSOCIATION may file an action for removal of the RECEIVER pursuant to law has expired, or, if such action is filed, until the dismissal of such action or the issuance of an order determining an appeal from any order of a court directing the removal of the RECEIVER.

§ 5 Inventory. To the extent directed by the BANK BOARD and as soon as practicable after the Effective Date of this Agreement, the RECEIVER shall make or cause to be made an inventory of the CLOSED ASSOCIATION's assets and a record of its liabilities. The RECEIVER shall furnish to the ACQUIRING ASSOCIATION upon its completion a copy of the inventory and a record of the CLOSED ASSOCIATION's secured, deposit, and Tax Claim liabilities that were assumed pursuant to this Agreement.

§ 6 Purchase Price. The purchase price of all assets sold to the ACQUIRING ASSOCIATION pursuant to § 2 shall be the assumption of liabilities provided for in § 3.

§ 7 Duties With Respect to Depositors.

(a) The ACQUIRING ASSOCIATION agrees to pay, in accordance with the provisions of applicable law and the individual contracts governing the CLOSED ASSOCIATION's Deposits, all properly drawn and presented withdrawal requests by the CLOSED ASSOCIATION's Depositors whose Deposits are assumed by the ACQUIRING ASSOCIATION pursuant to § 2 of this

Agreement, to the extent that such Deposits are sufficient to permit such payments and in compliance with the contractual terms of such Deposits, and in all other respects to discharge, in the usual course of business, the CLOSED ASSOCIATION's duties and obligations with respect to its Depositors; provided, however, that the ACQUIRING ASSOCIATION does not assume any special or unusual duties of the CLOSED ASSOCIATION to such Depositors unless the terms of such duties are disclosed in the CLOSED ASSOCIATION's records. Further, in accordance with applicable law and individual contracts governing such Deposits, the ACQUIRING ASSOCIATION agrees to pay interest on the CLOSED ASSOCIATION's Deposits that are assumed pursuant to § 3 of this Agreement.

(b) If any Depositor declines to accept the obligation of the ACQUIRING ASSOCIATION to pay the CLOSED ASSOCIATION's Deposit liabilities assumed pursuant to § 3 of this Agreement and asserts a claim against the RECEIVER for any part of such assumed Deposit liability, the ACQUIRING ASSOCIATION shall provide the RECEIVER, upon demand, with an amount of money sufficient to enable it to pay the claim of such Depositor, less any applicable early withdrawal penalties, not exceeding the amount credited to such person on the ACQUIRING ASSOCIATION's records at the time such demand is made, and, upon paying the RECEIVER as so demanded, the ACQUIRING ASSOCIATION shall be discharged from any further liability for such claim under this Agreement.

(c) The ACQUIRING ASSOCIATION shall give written notice, in a form approved by the RECEIVER or its counsel, to the CLOSED ASSOCIATION's Depositors whose Deposits are assumed by the ACQUIRING ASSOCIATION pursuant to § 3 of this Agreement of its assumption of liability for such Deposits.

§ 8 Leased Offices, Leasehold Improvements, Equipment and Furniture and Fixtures.

(a) The ACQUIRING ASSOCIATION shall provide thrift services in the trade area of the CLOSED ASSOCIATION on the first regular business day after the Effective Date. At the option of the ACQUIRING ASSOCIATION, such services may be provided at any or all of the Leased Offices, or at other premises within the trade area. For any period during which the ACQUIRING ASSOCIATION occupies one or more of the Leased Offices, the ACQUIRING ASSOCIATION agrees to pay to the RECEIVER a Fair Market Value rent (as hereinafter set forth) for the use of each Leased Office occupied and of all Furniture, Fixtures, Equipment and Leasehold Improvements located therein or thereon. Rent for property owned by the CLOSED ASSOCIATION shall be determined within sixty (60) days after the Effective Date by mutual agreement of the RECEIVER and the ACQUIRING ASSOCIATION, or, if they cannot agree, by an appraiser mutually acceptable to the RECEIVER and the ACQUIRING ASSOCIATION. The cost of such appraisal shall be shared equally by the RECEIVER and the ACQUIRING ASSOCIATION. Rent for property not owned by the CLOSED ASSOCIATION shall be an

amount equal to any and all rents and other amounts which the RECEIVER incurs or accrues as an obligation or is obligated to pay (for the period of the ACQUIRING ASSOCIATION's occupancy) pursuant to all leases and contracts regarding the respective property.

(b) The RECEIVER hereby grants to the ACQUIRING ASSOCIATION a ninety (90) day option, commencing at the Effective Date, to take an assignment or sublease of any or all of the Leased Offices, to the extent that the respective lease(s) can be assigned or premises sublet; provided that the exercise of the option with respect to any lease must be as to all premises subject to such lease. If the ACQUIRING ASSOCIATION exercises its option with respect to a Leased Office, or if the ACQUIRING ASSOCIATION does not exercise its option with respect to a Leased Office but subsequently obtains the right to occupy such Leased Office (whether by assignment, lease, sublease, purchase or otherwise), the ACQUIRING ASSOCIATION shall purchase all Furniture, Fixtures, Equipment and Leasehold Improvements of the RECEIVER located therein or thereon. If the ACQUIRING ASSOCIATION exercises its option with respect to a Leased Office not occupied by the ACQUIRING ASSOCIATION continuously since the Effective Date, the ACQUIRING ASSOCIATION shall pay to the RECEIVER rent as determined pursuant to Section 8(a) for the period from the Effective Date to the date of exercise of the option.

(c) If the ACQUIRING ASSOCIATION exercises its option with respect to any Leased Office, the RECEIVER shall use its best efforts to assist the ACQUIRING ASSOCIATION in obtaining an assignment or sublease, provided, however, the RECEIVER shall not pay, nor shall it become obligated to pay, any monies to the ACQUIRING ASSOCIATION, the lessor, or any third party as a part of its effort to assist in effectuating such assignment or sublease.

(d) Within ninety (90) days after the Effective Date, the ACQUIRING ASSOCIATION shall vacate any Leased Office as to which it does not exercise the option provided in Section 8(b), unless the ACQUIRING ASSOCIATION negotiates an agreement with the owner or lessor of the Leased Office satisfactory to the RECEIVER, providing for occupation of the Leased Office for a longer period of time, which agreement shall provide for a release of any further obligations of the RECEIVER under the CLOSED ASSOCIATION's lease. If the ACQUIRING ASSOCIATION vacates a Leased Office, it will arrange for the discontinuance or transfer to another location of any safe deposit business conducted at the Leased Office and will take responsibility for the return, transfer or other appropriate disposition of the contents of any safe deposit boxes at such Leased Office. If the ACQUIRING ASSOCIATION elects to occupy any Leased Office for more than fifteen (15) days, it shall provide the RECEIVER with fifteen (15) days written notice of its intention to vacate prior to vacating such premises.

(e) If the ACQUIRING ASSOCIATION purchases any Leasehold Improvements, the purchase price shall be equal to the Fair Market Value of such Leasehold Improvements.

(f) Furniture, Fixtures, and Equipment. If the ACQUIRING ASSOCIATION purchases any item of Furniture, Fixtures or Equipment, the purchase price shall be equal to the Fair Market Value of such item. The RECEIVER shall have the option to retain, without cost to the ACQUIRING ASSOCIATION, such items of Furniture and Equipment as the RECEIVER, in its sole discretion, shall determine.

(g) Conveyance of real and personal property interests shall be made, as appropriate, by RECEIVER's Deed or Bill of Sale "as is," "where is," and without warranty of title, and shall be subject to any liens, encumbrances and other charges upon such property. The ACQUIRING ASSOCIATION shall pay all closing costs and expenses with respect to closing, except for attorneys' fees of the RECEIVER.

§ 9 Office Space for the RECEIVER. The ACQUIRING ASSOCIATION agrees to provide the RECEIVER, without charge and, if its duties so require, for such period as the RECEIVER may request from the date of this Agreement, adequate space, including vault space and furnishings, for the RECEIVER's use in connection with the transfers and transactions required by this Agreement and with the exercise and discharge of its powers and duties as receiver of the CLOSED ASSOCIATION.

§ 10 Litigation; Power of Attorney. In the event that any action at law or in equity in which the RECEIVER has an interest is instituted by any person against the CLOSED ASSOCIATION, the ACQUIRING ASSOCIATION, or both of them, or against the RECEIVER and either or both of the foregoing as co-defendants, or in which action the RECEIVER joins or is joined as co-defendant, the ACQUIRING ASSOCIATION agrees to file, or to join with the RECEIVER in filing, a petition to remove the action to an appropriate court, and hereby authorizes and appoints as its attorney for the purpose of effecting such removal any attorney designated or approved by the RECEIVER to act in that capacity.

§ 11 Rights and Forbearance. The rights, powers, and remedies given to the parties by this Agreement shall be in addition to all rights, powers, and remedies given by any applicable statute or rule of law. Any forbearance, failure, or delay by either party in exercising or partially exercising any right, power, or remedy shall not preclude the further exercise of such right, power, or remedy.

§ 12 Sole Benefit. It is the intention of the parties that this Agreement, the assumption of obligations and statements of responsibilities under it, and all conditions and provisions of it, are for the sole benefit of the RECEIVER and the ACQUIRING ASSOCIATION and for the benefit of no other person. Nothing expressed or referred to in this Agreement is intended to or shall be construed to give any person other than

the RECEIVER or the ACQUIRING ASSOCIATION any legal or equitable right, remedy, or claim under or with respect to this Agreement or any of its provisions.

§ 13 Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective transferees, successors, and assigns, but this Agreement may not be assigned nor may any rights under it be transferred to or vested in any other party through merger, consolidation, or otherwise, without the prior written consent of the CORPORATION.

§ 14 Notices. Any notice, request, demand, or other communication to either of the parties shall be deemed given when received and shall be given in writing and delivered in person or sent by first class mail in a prepaid envelope to such party at its address set forth below or at such other address as such party shall hereafter furnish in writing:

Americity Federal Savings Bank
750 N. St. Paul, Suite 1500
Dallas, Texas 75201
Attn: Bernard Schuchmann, Chairman
of the Board of Directors

Federal Savings and Loan Insurance Corporation
Attn: Special Representative, Receiver
for Tesoro Savings and Loan Association
Laredo, Texas
801 17th Street, N.W.
Washington, D.C. 20552

§ 15 Accounting Principles. Except as otherwise provided in this Agreement, any computations made for the

purposes of this Agreement shall be governed by generally accepted accounting principles as applied in the savings and loan industry, except that where such principles conflict with the terms of this Agreement, the Assistance Agreement or other agreements to which the ACQUIRING ASSOCIATION and the CORPORATION are parties, including, but not limited to, an agreement to make a contribution or loan, applicable regulations of the BANK BOARD or the CORPORATION, or any resolution or action of the BANK BOARD or the CORPORATION approving, or adopted concurrently with, this Agreement, then this Agreement, the Assistance Agreement, such regulations, and such resolutions or actions shall govern. In the case of any ambiguity in the interpretation or construction of any provision of this Agreement, such ambiguity shall be resolved in a manner consistent with the Assistance Agreement, such regulations, and the BANK BOARD's or the CORPORATION's resolutions or actions. If there is a conflict between this Agreement and the Assistance Agreement or such regulations or resolutions or actions, then the Assistance Agreement or such regulations or resolutions or actions shall govern.

§ 16 Governing Law. To the extent that federal law does not control, this Agreement and the rights and obligations under it shall be governed by the law of the State of Texas. Nothing in this Agreement shall require any unlawful action or inaction by either party.

§ 17 Effective Date. This Agreement, and the transfer of the CLOSED ASSOCIATION's assets and secured, deposit and certain tax liabilities provided for by this Agreement, shall become effective upon its execution by the parties.

§ 18 Entire Agreement; Severability.

(a) This Agreement, together with any interpretation of it or any understanding agreed to in writing by the parties, constitutes the entire agreement between the ACQUIRING ASSOCIATION and the CORPORATION as RECEIVER, but not in its corporate capacity, in connection with the transactions contemplated by this Agreement, and supersedes all prior agreements and understandings of the parties, excepting only any resolutions or letters approved or adopted contemporaneously with this Agreement by the BANK BOARD or the CORPORATION.

(b) If any provision of this Agreement is invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties.

§ 19 Counterparts; Modification; Headings.

(a) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument,

and either party may execute this Agreement by signing any such counterpart.

(b) No modification of this Agreement shall be binding unless executed in writing and signed by the parties or their successors.

(c) Section headings are not to be considered part of this Agreement, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Agreement or any of its provisions.

§ 20 Warranties.

(a) The RECEIVER warrants and represents that it has authority to enter into this Agreement and that as RECEIVER it has full power and authority to transfer the CLOSED ASSOCIATION's assets and secured, deposit and certain tax liabilities as provided by this Agreement.

(b) The ACQUIRING ASSOCIATION warrants and represents that all of the transactions contemplated by this Agreement have been or will be authorized by all necessary corporate action and that it, by its proper officers or agents, has executed this Agreement and shall execute and deliver all instruments, certificates, and other documents that may be necessary or incidental to the performance of this Agreement.

(c) These warranties shall survive the execution, performance, and termination of this Agreement.

§ 21 Continuing Cooperation. The RECEIVER agrees, upon the request of the ACQUIRING ASSOCIATION, to execute and deliver such further instruments and documents of conveyance as shall be necessary or proper to vest in the ACQUIRING ASSOCIATION the RECEIVER's full legal or equitable title to the property transferred to the ACQUIRING ASSOCIATION pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or agents.

Date: November 18, 1988

Attest: Jay G. Sullivan

FEDERAL SAVINGS AND LOAN
INSURANCE CORPORATION
AS RECEIVER FOR TESORO
SAVINGS AND LOAN ASSOCIATION

By: Donna B. Boney
Its: Special Representative

Date: November 18, 1988

Attest:

AMERICITY FEDERAL SAVINGS BANK

By:

Its:

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Agreement"), dated as of December 18, 1991, by and among the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AS MANAGER OF THE FSLIC RESOLUTION FUND ("FRF") (the FDIC as Manager of FRF herein called the "FDIC Manager"), the RESOLUTION TRUST CORPORATION, a corporate instrumentality of the United States of America ("RTC"), and AMERICITY FEDERAL SAVINGS BANK, a federal stock savings bank, located in Dallas, Texas ("Americity").

RECITALS

A. On November 18, 1988, the Federal Savings and Loan Insurance Corporation ("FSLIC") and Americity entered into an Assistance Agreement ("Assistance Agreement") and related documents in connection with the transfer of substantially all of the assets and liabilities of Tesoro Savings & Loan Association to Americity.

B. Section 11A(a)(1) of the Federal Deposit Insurance Act ("FDI Act"), 12 U.S.C. § 1821a(a)(1), established a separate fund designated as the FRF to be managed by the FDIC and separately maintained and not commingled. Pursuant to Section 11A(a)(2) of the FDI Act, 12 U.S.C. § 1821a(a)(2), except as provided in Section 21A of the Federal Home Loan Bank Act ("FHLB Act"), 12 U.S.C. § 1441a, all assets and liabilities of the FSLIC on the day before the date of the enactment of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") were transferred to the FRF. The Assistance Agreement and the rights and obligations of the FSLIC thereunder were transferred to the FRF pursuant to Section 11A(a)(2) of the FDI Act.

C. Section 21A(b) of the FHLB Act, 12 U.S.C. §§ 1441a(b), as added by Section 501 of FIRREA, established the RTC. Pursuant to Section 21A(b)(11)(B) of the FHLB Act, 12 U.S.C. §§ 1441a(b)(11)(B), the RTC is directed to modify, renegotiate or restructure existing FSLIC assistance agreements relating to cases resolved by the FSLIC between January 1, 1988 and the date of enactment of FIRREA, August 9, 1989 (the "Original Agreements"), where savings would be realized by such actions. The cost or income of such modification can be a liability or an asset of the RTC or the FRF as determined by the RTC Oversight Board.

D. In the Strategic Plan for the RTC, dated December 31, 1989, the RTC Oversight Board allocated the income or expense resulting from restructuring the Original Agreements to the FRF.

L1224/1109/01JF28



E. Americity, the FDIC Manager and the RTC desire to provide for the early termination of (i) the Assistance Agreement, (ii) that certain Warrant Agreement dated November 18, 1988, by and between the FDIC Manager (as successor to FSLIC) and Americity (the "Warrant Agreement"), and (iii) that certain Acquisition Agreement dated November 18, 1988, by and between the FDIC Manager (as successor to FSLIC) and Americity (the "Acquisition Agreement") (the Assistance Agreement, Warrant Agreement and Acquisition Agreement are sometimes hereinafter referred to as the "1988 Agreements").

Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Assistance Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and, notwithstanding anything to the contrary under the terms of the 1988 Agreements and any other related agreements, the parties hereby agree as follows:

ARTICLE I

CLOSING

The consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Baker & Botts, 555 13th Street, N.W., Washington, DC at 11:00 a.m. eastern standard time on December 18, 1991, or such earlier or later date as the parties hereto may agree in writing (the "Closing Date").

ARTICLE II

PAYMENTS AND TRANSFERS

Section 2.1 Payment of Termination Amount. On the Closing Date, subject to the satisfaction of the conditions precedent set forth in Section 6.1 and in consideration for Americity's entering into this Agreement, the RTC shall cause the FDIC Manager (i) to pay to Americity, by wire transfer in immediately available funds, \$2,977,000 ("Guaranteed Yield Prepayment"), and (ii) to execute and deliver to Americity a Promissory Note (as more fully described in Section 2.2) in an amount (the "Note Amount") equal to \$158,669,750.56 (the Guaranteed Yield Prepayment and the Note Amount are referred to in this Agreement as the "Termination Amount"). The Note Amount shall be determined pursuant to the provisions of Section 2.2. The Guaranteed Yield Prepayment represents

prepayment in respect of the Guaranteed Yield Amount pursuant to Section 3(c)(1) of the Assistance Agreement.

Section 2.2 Promissory Note. The Promissory Note shall be a ninety (90) day note made by the FDIC Manager and payable to Americity in an amount equal to the Book Value of the Transferred Assets (as defined in Section 3.1) as shown on the Book Value Reconciliation Report (as defined in Section 4.3(a)). The Promissory Note shall be in the form attached hereto as Exhibit A. The amount of the Promissory Note may be reduced only pursuant to the terms of Section 4.3(b) of this Agreement; such adjustment, if any, shall be reflected in the final payment to be made on the Promissory Note.

Section 2.3 Warrants. On the Closing Date, the FDIC Manager shall deliver to Americity, for cancellation by Americity, 100% of the warrants to purchase common stock of Americity granted to the FDIC Manager (as successor to the FSLIC) pursuant to the Warrant Agreement ("Warrants").

Section 2.4 Tax Benefits Cancellation Agreement. On the Closing Date, the parties hereto shall execute and deliver the Tax Benefits Cancellation Agreement in the form attached hereto as Exhibit B.

Section 2.5 Barrett Center.

(a) The parties hereto agree that to enable Americity to consummate a sale of Barrett Center (as defined in Section 2.5(c)), the transfer of Barrett Center shall not occur on the Closing Date, provided that the Book Value of Barrett Center shall be included in the Book Value Reconciliation Report and the Note Amount as of the Closing Date. If the sale of Barrett Center is not consummated within thirty (30) days after the Closing Date, Americity shall transfer, assign and convey Barrett Center to FDIC Manager on the date that is thirty (30) days after the Closing Date. If the sale of Barrett Center (pursuant to the terms of two (2) certain Agreements of Sale by and between Americity and Stan Thomas, both executed by Stan Thomas on July 10, 1991 and executed by Americity on August 14, 1991) is consummated within thirty (30) days after the Closing Date and if the loan made by Americity to facilitate such sale is underwritten in a manner acceptable to FDIC-Division of FSLIC Operations ("DFO") under DFO's normal accounting standards for loans to facilitate (which standards have been provided to Americity), Americity shall transfer, assign and convey such loan to FDIC Manager within three (3) days after the date such loan is made (but no later than the date which is thirty (30) days after the Closing Date). In no event shall Americity sell the Barrett Center except pursuant to the terms of such Agreements of Sale.

(b) During the thirty (30) day period after the Closing Date, Americity shall be subject to the provisions of Section 17(a) of the Assistance Agreement with respect to Americity's administration, management, and disposition of Barrett Center.

(c) "Barrett Center" is that certain property described as "developed commercial sites" located on Earnest Barrett Parkway in Marietta, Georgia and identified by REO Number 1310-02-162 on Americity's Covered Asset REO Portfolio as of November 30, 1991.

ARTICLE III

TRANSFER OF ASSETS

Section 3.1 Transferred Assets. At the Closing, Americity shall transfer, assign and convey to FDIC Manager, without recourse (except as set forth in this Agreement or in the documents ("Transfer Documents") executed by Americity as of the date hereof effecting such transfer, assignment and conveyance) and to the fullest extent permitted by law or applicable contract provision, all of Americity's right, title and interest in and to the following assets, properties and rights (the "Transferred Assets"):

(a) The mortgage and non-mortgage loans listed on Exhibit C attached hereto (the "Transferred Loans"), all of which Transferred Loans are currently treated as "Covered Assets" under the terms and conditions of the Assistance Agreement;

(b) All mortgages, deeds of trust (collectively, "Mortgages") and other collateral interests granted in favor of Americity to secure the Transferred Loans, including but not limited to all assignments of leases and rents, all assignments of office, hotel, parking and other management agreements, all assignments of contracts for construction and architectural work, all security interests of Americity in owned and leased personal property of any of the borrowers under the Transferred Loans, including but not limited to the mortgages, deeds of trust and other collateral listed on Exhibit C attached hereto;

(c) All environmental and other indemnities given to Americity in connection with any of the Transferred Loans, together with all puts, options and rights of Americity to either sell loans or portions thereof to third parties, or acquire any real or personal property securing any of the Transferred Loans;

(d) Fee ownership of the real property listed on attached Exhibit D hereto (the "Transferred REO"), all of which Transferred REO is currently treated as "Covered Assets" under the terms and conditions of the Assistance Agreement, together with (i) the improvements and fixtures located on the Transferred REO, (ii) the personal property associated with the operation of the Transferred REO, and (iii) all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident to the ownership and operation of the Transferred REO.

(e) All Covered Assets owned, controlled by, or in the possession of Americity, including all Covered Assets which (i) have Book Value (as reflected on the books and records of Americity), (ii) have been charged off, or (iii) have been otherwise satisfied;

(f) All machinery, equipment, vehicles, furniture, tools, spare parts, supplies, materials, and other similar personal property owned or leased by Americity, located at the site of the Transferred REO and pertaining to the Transferred REO, including, without limitation, the items described in Exhibit D-1 attached hereto;

(g) All agreements related to the operation, ownership, leasing, maintenance or development of the Transferred REO (which are described in Exhibit D-2 attached hereto), including, without limitation, (i) lease agreements entered into with third party tenants (the "Real Property Leases"), (ii) agreements for the purchase or sale of goods, materials, supplies, tenant lists, media services, machinery, capital assets or services, (iii) joint venture or partnership agreements with any person, and (iv) any other agreements related to the operation, ownership, leasing, maintenance or development of the Transferred REO (collectively, the "Assigned Contracts");

(h) Originals or, when such originals are not in Americity's possession, copies (to the extent in Americity's possession) of all operating data and records of Americity relating to the Transferred REO and the Transferred Loans, including books, records, blueprints, specifications, tenant lists, certified rent rolls, legal files, credit information and correspondence;

(i) All transferable computer software and related documentation relating to the operation of the Transferred REO and the servicing of the Transferred Loans;

(j) All United States trademarks, service marks, trademark and service mark applications, trade names, trade rights, whether or not registered, and the assignable licenses and permits, in each case used in the operation of the Transferred REO or the property encumbered by the Mortgages, including, without limitation, those listed in Exhibit D-3 hereto; and

(k) All permits, certificates of occupancy, licenses, approvals and authorizations issued to Americity by Federal, state or local governments or governmental authorities which are necessary or appropriate to comply with applicable laws and regulations relating to any of the Transferred Assets, including, without limitation, those items listed in Exhibit D-4 attached hereto (collectively, the "Licenses").

Section 3.2 Americity Cooperation with Respect to Transfer of Transferred Assets. On the Closing Date and for a reasonable time after the Closing Date (i) Americity will execute and deliver all instruments as prepared by the RTC or the FDIC Manager that

the RTC or the FDIC Manager deems reasonably necessary to complete the assignments or transfers of the Transferred Assets, and (ii) Americity will transfer and deliver to the FDIC Manager, in a format that generally complies with industry standards, all books, records, documents, files and all other information (including, without limitation, loan trial balances (magnetic tape and hard copy to the extent Americity has systems capacity to provide such information in such format), loan histories, tax records, insurance policies, litigation (both asset and non-asset) information, bankruptcy information, information on potential environmental liabilities, third party property management contracts, participation information and subsidiary information) in Americity's control or possession relating to the Transferred Assets or deemed reasonably necessary by the FDIC Manager to effectively take ownership and control of such Transferred Assets (to the extent such items or information are in the control or possession of Americity).

Section 3.3 Transferred Claims. On the Closing Date, Americity shall transfer, assign and convey to the FDIC Manager, without recourse (except as set forth in this Agreement or the Transfer Documents) and to the fullest extent permitted by law or applicable contract provision, all of Americity's right, title and interest in and to any Acquired Association Claim or Related Claim with respect to the Transferred Assets, such Acquired Association Claims and Related Claims identified in Exhibit E attached hereto ("Transferred Claims"). On the Closing Date and for a reasonable time after the Closing Date (i) Americity will execute and deliver all instruments as prepared by the RTC or the FDIC Manager that the RTC or the FDIC Manager deems reasonably necessary to complete the assignments or transfers of the Transferred Claims, and (ii) Americity will deliver to the FDIC Manager all documents and files in Americity's control or possession relating to the Transferred Claims or deemed reasonably necessary by the FDIC Manager to effectively prosecute such Transferred Claims (to the extent such documents and files are in the possession or control of Americity).

ARTICLE IV

POST-CLOSING ADJUSTMENTS

Section 4.1 Final Report. Americity shall deliver to the RTC a report with respect to the period commencing on October 1, 1991 and ending on November 30, 1991 (the "Final Report") no later than twenty (20) days after the Closing Date. The Final Report shall contain the items required to be included in a Quarterly Report under Section 16(a) of the Assistance Agreement and be in the format (with supporting documentation) in accordance with the policies and procedures of the RTC with respect to previous Quarterly Reports. No later than thirty (30) days after submission of the Final Report, the FDIC Manager will pay or cause to be paid to Americity an amount equal to (x) the amount requested by Americity in the Final Report, less (y) the Final Report Disputed Item Amount. The term "Final Report Disputed Item Amount" means (i) the full amount of any

exceptions or disputes which are specifically referenced on Exhibit F attached hereto with respect to assistance payments requested to be paid by the FDIC Manager (as successor to the FSLIC) pursuant to the Assistance Agreement, and (ii) the full amount of any exceptions or disputes noted by the RTC with respect to the Final Report.

Section 4.2 Post-Closing Reimbursements. For a period of one hundred twenty (120) days following the Closing Date (the last day of such 120 day period herein called the "Modification Date"), Americity shall be permitted to submit to the RTC (i) requests for reimbursement for expenses incurred prior to the Closing Date for which Americity is entitled to reimbursement pursuant to the Assistance Agreement, and (ii) a report and a request for reimbursement for the period from December 1, 1991 through the Closing Date containing the items required to be included in a Quarterly Report under Section 16(a) of the Assistance Agreement (in the format (with supporting documentation) in accordance with the policies and procedures of the RTC with respect to previous Quarterly Reports) (collectively, "Post-Closing Reimbursements"); provided that (y) Americity shall not be entitled to reimbursement for any Post-Closing Reimbursements requests submitted after such Modification Date, and (z) any bills Americity receives after the Closing Date for expenses for which Americity is entitled to reimbursement pursuant to the Assistance Agreement shall be forwarded, when practicable, to the FDIC Manager for payment. RTC shall pay Americity the amounts requested in the Post-Closing Reimbursements, less the amount of any disputed items with respect to the Post-Closing Reimbursements ("Reimbursement Dispute Amount"), within thirty (30) days after RTC's receipt of each such Post-Closing Reimbursements request.

Section 4.3 Book Value Audit Adjustment.

(a) On the Closing Date, Americity shall provide the FDIC Manager with a report ("Book Value Reconciliation Report") which identifies each Transferred Asset and the Book Value of each Transferred Asset as of November 30, 1991. The Book Value Reconciliation Report shall be certified as true, complete and accurate to the best knowledge of the Controller of Americity after due inquiry. The FDIC Manager (through the FDIC Division of Accounting and Corporate Services or another designee) shall perform a review ("Book Value Audit") of the books and records of Americity relating to the Transferred Assets to confirm the Book Value of the Transferred Assets as of the Closing Date. The FDIC Manager shall use its best efforts to cause the Book Value Audit to be completed within ninety (90) days after the Closing Date; if the Book Value Audit is not completed prior to the completion of the Payment Audit (as described in Section 5.1), the Book Value Audit shall be completed simultaneously with the completion of the Payment Audit. The FDIC Manager shall deliver a copy of the Book Value Audit to Americity within thirty (30) days after completion of the Book Value Audit.

(b) If the aggregate Book Value of the Transferred Assets as stated in the Book Value Audit is less than the aggregate Book Value of the Transferred Assets as

determined by the Book Value Reconciliation Report, Americity shall pay the difference to the FDIC Manager in accordance with the provisions of this Section 4.3(b). If the Book Value Audit is completed within ninety (90) days after the Closing Date, the amount payable on the Promissory Note, and any interest payable thereon, shall be reduced to reflect the difference in aggregate Book Values between the Book Value Reconciliation Report and the Book Value Audit and the amount of such reduction shall be reflected in a reduction to the final payment to be made on the Promissory Note. If the Book Value Audit is not completed within such ninety (90) day period, Americity shall pay the FDIC Manager the difference, if any, in aggregate Book Values between the Book Value Reconciliation Report and the Book Value Audit (together with interest thereon from the Closing Date until the date of payment to the FDIC Manager at the rate of 9.39 percent per annum, calculated on the basis of a 365 day year ("Interest Rate")) within thirty (30) days after Americity's receipt of the Book Value Audit. Notwithstanding anything contained in this Section 4.3(b) to the contrary, if the Book Value Audit is not completed prior to the Payment Audit, the provisions of this Section 4.3(b) shall be of no force or effect.

Section 4.4 Post-Closing Expenses. Any bills Americity receives with respect to the Transferred Assets for expenses incurred after the Closing Date which are payable by the FDIC Manager shall be forwarded to FDIC Manager c/o Tesoro Receivership, FDIC-Division of Liquidation, 14651 Dallas Parkway, Dallas, Texas 75240 for payment.

ARTICLE V

PAYMENT AUDIT

Section 5.1 Generally. Within one (1) year following the Closing Date, the FDIC Manager shall commence an audit (the "Payment Audit") of all amounts credited or debited to the Special Reserve Accounts (including without limitation, the Tax Benefit Items and Tax Detriment Items, as those terms are defined in the Assistance Agreement) from April 1, 1991 through the Closing Date and all payments by the FDIC Manager or its predecessor to Americity pursuant to the Assistance Agreement from April 1, 1991 through the Closing Date (including the Note Amount), and the determination of the Book Value of the Transferred Assets pursuant to Section 4.3(a). The FDIC Manager agrees to make a good faith effort to complete the Payment Audit in a timely manner.

Section 5.2 Payment Audit Procedures. The parties hereto agree that the Payment Audit, and any adjustments as a result thereof, shall be conducted and determined in accordance with the following procedures:

(a) Americity shall deliver to the RTC the Final Report pursuant to Section 4.1.

(b) The FDIC Manager or the FDIC Manager's designee shall conduct the Payment Audit for and on behalf of the FDIC Manager.

(c) Americity shall use its best efforts to cause to be made available to the FDIC Manager or its designee, at such times and places as the FDIC Manager may reasonably request, all books, papers, records and information of any kind in the possession of Americity relating to any or all matters within the scope of the Payment Audit.

(d) Within thirty (30) days after the FDIC Manager delivers a copy of the Payment Audit to Americity, (i) if the Payment Audit Adjustment (as defined below) exceeds zero, the FDIC Manager shall pay or cause to be paid to Americity the amount of such excess, or (ii) if the Payment Audit Adjustment is less than zero, Americity shall pay to the FDIC Manager such shortfall. The "Payment Audit Adjustment" is the sum of (x) an amount (the "Final Report Disputed Item Adjustment") equal to the Final Report Disputed Item Amount less the amount due the FDIC Manager (to the extent not previously paid to the FDIC Manager) with respect to all items that are subject to the Payment Audit (except for Reimbursement Dispute Amount items), as reflected in the Payment Audit, together with interest on the Final Report Disputed Item Adjustment at the Interest Rate calculated from the Closing Date until the date of payment, and (y) an amount (the "Reimbursement Item Adjustment") equal to the Reimbursement Dispute Amount less the amount due the FDIC Manager (to the extent not previously paid to the FDIC Manager) with respect to all Reimbursement Dispute Amount items, as reflected in the Payment Audit, together with interest on the Reimbursement Item Adjustment at the Interest Rate for each Reimbursement Dispute Amount item to which the Reimbursement Item Adjustment relates calculated from the date each such Reimbursement Dispute Amount item was due and payable pursuant to Section 4.2 until the date of payment.

Section 5.3 Objection to Results of Payment Audit. The parties hereto agree that any disputes with respect to the Payment Audit shall be resolved and determined in accordance with the following procedures:

(a) Within thirty (30) days after completion of the Payment Audit, the FDIC Manager shall deliver to Americity a copy of the Payment Audit.

(b) Within thirty (30) days following receipt of the Payment Audit, Americity shall provide to the FDIC Manager a written description of any items in the Payment Audit with which Americity disagrees (the "Americity Disputed Items"). If Americity fails to provide a written description of any Americity Disputed Items within thirty (30) days following the receipt of the Payment Audit (the "Dispute Deadline Date"), Americity forever waives its right to dispute such non-submitted Payment Audit item. If there are no Americity Disputed Items, then there shall be no adjustment to the Payment Audit Adjustment.

(c) If there are any Americity Disputed Items, then the FDIC Manager and Americity shall attempt to resolve such items within thirty (30) days following the Dispute Deadline Date (the date on which such thirty (30) day period expires is herein called the "Resolution Deadline Date").

(d) If the FDIC Manager and Americity fail to resolve any outstanding Americity Disputed Items by the Resolution Deadline Date, Americity may submit specific item(s) of unresolved Americity Disputed Items to arbitration pursuant to the provision of this Section 5.3, along with Americity's determination of the appropriate amount of each such submitted Americity Disputed Item. Failure to submit any unresolved Americity Disputed Item to arbitration (together with Americity's determination of the appropriate amount of such Americity Disputed Item) within ten (10) days following the Resolution Deadline Date (the date on which such ten (10) day period expires is herein called the "Arbitration Deadline Date") shall be deemed a waiver of Americity's right to dispute such non-submitted Americity Disputed Item(s).

(e) The parties agree that the Arbiter to whom any unresolved Americity Disputed Item(s) shall be submitted is Kenneth Leventhal & Company. If Kenneth Leventhal & Company is unwilling or unable to serve as Arbiter, the parties shall mutually agree on another party to serve as Arbiter. If the parties are unable to agree on such substitute Arbiter within thirty (30) days following the date which is the later of the Arbitration Deadline Date or the date Kenneth Leventhal & Company indicates that it is unable or unwilling to serve as Arbiter, either party, by written notice to the other party and to the American Arbitration Association ("AAA"), may request that the AAA select, as soon as possible but in no event later than thirty (30) days after such request, a party unaffiliated with any party to this Agreement to serve as Arbiter, and such selected party shall be deemed Arbiter pursuant to this Section 5.3(e).

(f) The FDIC Manager and Americity shall facilitate the resolution of any outstanding disputes regarding the Payment Audit by making available in a prompt and timely manner to one another and to the Arbiter for examination and copying, as appropriate, all documents, books and records under their respective control if determined by the parties, in their reasonable judgment, to be relevant to any Americity Disputed Items.

(g) Within 30 days following the Arbitration Deadline Date, the Arbiter shall select, with respect to each Americity Disputed Item(s) submitted to arbitration pursuant to this Section 5.3, either (i) the determination of such Americity Disputed Item(s) pursuant to the Payment Audit, or (ii) the determination submitted by Americity with respect to such Americity Disputed Item(s); the Arbiter shall have no authority to select a value for any Americity Disputed Item other than the determinations set forth in (i) and (ii) of this sentence. The decision of the Arbiter shall be final and binding on the parties, except in the case of fraud.

(h) If the Arbiter's determination of such submitted Americity Disputed Item(s) is such that the aggregate amount due the FDIC Manager as reflected in the Payment Audit exceeds the aggregate amount due the FDIC Manager pursuant to the determination of the Arbiter, the FDIC Manager, within ten (10) days after the Arbiter's determination of such disputed matters, shall pay to Americity the amount of such excess (the "Arbitration Amount"), together with interest on such Arbitration Amount at the Interest Rate calculated from the Closing Date until the date such payment is made; provided that with respect to any portions of the Arbitration Amount which are payments due Americity pursuant to Sections 4.1 and 4.2 of this Agreement, the interest on such amounts shall be calculated from the date such amounts were due and payable pursuant to Sections 4.1 and 4.2, as applicable, until the date such amounts are paid to Americity.

Section 5.4 Fees and Expenses of Arbiter. The fees and expenses of the Arbiter shall be borne equally by the FDIC Manager and Americity.

ARTICLE VI

CONDITIONS PRECEDENT TO CLOSING

Section 6.1 Conditions to Obligations of the RTC and the FDIC Manager. The obligations of the RTC and the FDIC Manager under this Agreement shall be subject to the waiver or fulfillment, on or prior to the Closing Date, of each of the following conditions precedent:

(a) Certified Resolutions. The RTC and the FDIC Manager shall have received a certificate from Americity, signed by its corporate secretary or assistant corporate secretary and dated the Closing Date, which shall certify that: (i) its board of directors has duly adopted resolutions, copies of which shall be attached to such certificate, (a) approving the substantive terms of this Agreement and authorizing the consummation of the transactions contemplated by this Agreement, and (b) authorizing an officer of Americity to execute and deliver this Agreement and all necessary ancillary documents; (ii) all of such resolutions are in full force and effect; and (iii) none of such resolutions has been amended or modified.

(b) Incumbency Certificate. The RTC and the FDIC Manager shall have received a certificate from Americity, signed by its corporate secretary or assistant corporate secretary and dated the Closing Date, which shall certify as to each person executing this Agreement on behalf of Americity, that (i) such person is an officer of Americity holding the office or offices specified therein, and (ii) the signature of each such person set forth on such certificate is his or her genuine signature.

(c) Legal Opinion. The RTC and the FDIC Manager shall have received a signed opinion addressed to the RTC and the FDIC Manager from the law firm of Elias, Matz, Tiernan & Herrick (or such other counsel as approved by FDIC Manager), dated the Closing Date and substantially in the form of Exhibit G hereto, with such changes as the FDIC Manager, the RTC and their counsel may approve.

(d) Proceedings. All corporate and other proceedings taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to the RTC, the FDIC Manager and their counsel, and the RTC and the FDIC Manager shall have received such counterpart originals or certified or other copies of such documents as they may request.

(e) Consents and Approvals. The RTC shall have received satisfactory evidence that any and all governmental approvals or other third-party consents have been given which may be required in connection with the execution, delivery and performance of this Agreement by Americity.

(f) Accuracy of Representations and Warranties; Performance. The representations and warranties of Americity contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date and Americity shall have performed or complied with all covenants, agreements, and conditions herein that they are required to perform or comply with on or prior to the Closing Date.

(g) Financial Condition. There shall have occurred no material adverse change in the financial condition of Americity (i) since June 30, 1991, and (ii) after giving effect to the transaction contemplated by this Agreement.

(h) Financial Statements. The material accuracy of the unaudited financial statements for the quarters ending December 31, 1990, March 31, 1991, and June 30, 1991 delivered to the RTC on October 9, 1991.

(i) Certificates. The RTC and FDIC Manager shall have received (i) an executed Certificate from Americity with respect to the non-applicability of the Texas Limited Sales, Excise and Use Tax (Chapter 151 of the Texas Tax Code), and (ii) an executed Certificate of Non-Foreign Status from Americity with respect to Section 1445 of the Internal Revenue Code of 1986, as amended.

Section 6.2 Conditions to Obligations of Americity. The obligations of Americity shall be subject to the waiver or fulfillment, on or prior to the Closing Date, of the following conditions precedent:

(a) Accuracy of Representations and Warranties: Performance. The representations and warranties of the RTC and the FDIC Manager contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date and each of the RTC and the FDIC Manager shall have performed or complied with all covenants, agreements, and conditions herein that they are required to perform or comply with on or prior to the Closing Date.

(b) Delivery Of Certain Documents. RTC and FDIC Manager shall deliver to Americity copies of (i) a Resolution of the RTC Board of Directors approving the transaction described in a letter, dated November 22, 1991, from the RTC to Americity, countersigned by Americity on November 23, 1991, and (ii) a Resolution of the FDIC Board of Directors delegating authority to RTC to expend monies from FRF.

Section 6.3 Conditions to Obligations of the RTC, the FDIC Manager and Americity. The obligations of the RTC, the FDIC Manager and Americity shall be subject to the waiver of fulfillment, on or prior to the Closing Date, of each of the following conditions precedent:

(a) OTS Approval. The receipt by RTC and Americity of (i) a notice (or approval, if necessary) from the Office of Thrift Supervision ("OTS") that OTS does not have supervisory objection to the transaction, and (ii) an acknowledgement of the termination of that certain Capital Maintenance Agreement (Pre-Nuptial Agreement) dated November 18, 1988 by and among Belcourt U.S. Co., AFF Holding Company, Inc., Aim Holding Company, Inc., Strathmore Holding Company, Inc., Americity, Bernard Schuchmann, Tara Schuchmann, and the FDIC Manager (as successor to FSLIC).

(b) Closing Date. The occurrence of the Closing on or prior to January 31, 1992 or such later date as mutually agreed to by the parties.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of Americity. To induce the RTC and the FDIC Manager to enter into this Agreement and to consummate the transactions contemplated hereby, Americity makes the following representations and warranties to the RTC and the FDIC Manager as of the date hereof. The RTC's and the FDIC Manager's causes of action for a breach of the following representations and warranties shall survive the execution and delivery of this Agreement and the consummation of such transactions.

(a) Corporate Existence. Americity is a Federally-chartered stock savings bank duly organized, validly existing and in good standing under the laws of the United States of America, with all requisite power and authority to (i) own and operate its properties and conduct its business as currently conducted by it, and (ii) engage in the activities and transactions described in and contemplated by this Agreement.

(b) Due Authorization. Americity has full power and authority to execute, deliver, and perform this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement in accordance with its terms.

(c) Binding Agreement. This Agreement has been duly authorized, executed and delivered by Americity and, when duly authorized, executed, and delivered by RTC and the FDIC Manager, this Agreement shall constitute a legal, valid and binding obligation of Americity, enforceable against Americity in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' right generally, and (ii) general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

(d) Compliance with Law.

(1) Americity is not, and its subsidiaries are not, in violation of any statute, regulation, order, decision, judgment, or decree of, or any restriction imposed by, the United States of America, any state, municipality, or other political subdivision, or any agency of the foregoing, or any court or other competent tribunal having jurisdiction over Americity or its subsidiaries or any of their assets, or any foreign government or agency thereof having jurisdiction over Americity or its subsidiaries or any of their assets, or any securities exchange or securities quotation system on which Americity's or any of its subsidiaries' securities are listed or quoted, in respect of the conduct of their business or the ownership of their properties, which, either individually or in the aggregate with all such other violations, would materially and adversely affect the financial condition of Americity and its subsidiaries (on a consolidated basis) or Americity's observance or performance of the terms of this Agreement.

(2) The execution, delivery, and performance by Americity of this Agreement will not violate or conflict with any provision of any applicable law or regulation, or any order, writ, judgment, or decree of any court or governmental authority to which Americity is otherwise subject.

(e) Compliance with Obligations.

(1) Americity is not in violation of any condition contained in its bylaws or charter, and Americity is not in violation or breach of or in default under any contract, lease or other instrument to which it is party (or which is binding on it or its assets), which violation, breach, or default, either individually or in the aggregate with all such other violations, breaches, and defaults, is material to the financial condition of Americity or its ability to observe or perform the terms of this Agreement.

(2) The execution, delivery, and performance by Americity of this Agreement does not and will not (i) violate or conflict with any provision of the charter or bylaws of Americity, or (ii) result in a violation, breach of, or default under any contract, lease, or other instrument to which Americity is party (or which is binding on it or any of its assets).

(f) Approvals and Consents. All governmental approvals and other third party consents (excluding any approvals or consents required to be obtained exclusively by the RTC or FDIC Manager) that are required in connection with the execution, delivery, or performance of this Agreement or the transactions contemplated by this Agreement by Americity, if any, have been obtained.

(g) Litigation.

(1) There is no legal action, suit, investigation, or proceeding pending (in which Americity is a party) or, to Americity's knowledge, threatened against or affecting Americity (whether or not Americity is a party thereto) or any of its subsidiaries or their assets which questions the validity of this Agreement, or any of the transactions contemplated hereby, or which would be reasonably expected, either individually or in the aggregate with all such other actions, suits, investigations, or proceedings, to materially and adversely affect the financial condition of Americity or its ability to perform, satisfy, or observe any obligation or condition under this Agreement.

(2) To Americity's knowledge, except as set forth on Exhibits E and I attached hereto, there is no pending action, suit, proceeding or investigation which could have a material adverse effect on the value of any of the Transferred REO or any of the Transferred Loans, and there is no reasonable basis known to Americity for any such action that may result in any such effect and that is probable of assertion.

(h) Title and Related Matters. Except as set forth in Exhibit I attached hereto, and except with respect to any defects, encumbrances and/or exceptions to the title

received by Americity on the Effective Date, Americity (i) holds good and indefeasible title to the Transferred REO, with all rights under applicable state laws to maintain ownership and the use of such property as it is being used on the date hereof, (ii) owns good title to the Mortgages which encumber the properties, and (iii) owns good title to all of the Transferred Assets not constituting Transferred REO or Mortgages. To the knowledge of Americity, no facts exist which would reasonably lead Americity to believe or suspect that its interests in any of the Transferred REO or any of the Mortgages are not insurable by a reputable title company at standard rates. Americity has not taken any actions (nor failed to take any actions) with respect to the Transferred Assets which has resulted or will result in any adverse claims, liens, mortgages, charges, security interests, pledges, options, encumbrances and other restrictions or limitations of any nature whatsoever affecting the Transferred Assets, except (i) as disclosed in Exhibit I attached hereto, (ii) for liens for taxes not yet due and payable or which are being contested in good faith, (iii) for easements, restrictions and encumbrances of record, which do not, either individually or in the aggregate, materially detract from the value, or substantially interfere with the use, of any of the Transferred Assets, and (iv) to the extent such actions (or failure to act) were explicitly directed or approved in writing (or are subsequently confirmed in writing as being previously orally approved by FDIC Manager) by FDIC Manager or its predecessor in accordance with the terms of the Assistance Agreement. To the knowledge of Americity, there is no condemnation, expropriation, eminent domain or similar proceeding pending or threatened against any of the Transferred Assets, and Americity has made no commitments to, and has received no notice, oral or written, from, any public authority or other entity with respect to the taking or use of any of the Transferred Assets, whether temporarily or permanently, for easements, rights-of-way, or other public or quasi-public purposes. The physical condition of the Transferred Assets has not been materially adversely affected by any action or failure to act of Americity between the Effective Date and the Closing Date except to the extent such actions or failures to act were explicitly directed or approved in writing (or are subsequently confirmed in writing as being previously orally approved by FDIC Manager) by FDIC Manager or its predecessor in accordance with the terms of the Assistance Agreement, normal wear and tear excepted. Americity makes no representations or warranties with respect to the Transferred Assets except as expressly provided in this Agreement or in that certain Assignment, dated December 18, 1991, from Americity to FDIC Manager.

(i) Permits and Licenses. Except as set forth in Exhibit I attached hereto, Americity possesses all Licenses, all of which are freely assignable to FDIC Manager or its designee.

(j) No Other Agreements. Except as set forth in Exhibit I attached hereto, Americity has not entered into any other agreement for the sale of the Transferred Assets.

(k) No Leases, etc. Except as provided in Exhibit D-2, Americity has entered into no oral or written leases, licenses, permits, franchises, concession, employment, collective bargaining or occupancy agreements affecting the Transferred REO.

(l) No Violations of Law. Americity has not received any written notice, and Americity has no actual knowledge, of existing violations of any requirements of law that materially adversely affect the Transferred Assets.

(m) Environmental. Except as set forth in Exhibit I, (i) Americity has no actual knowledge of any written studies or reports regarding the presence of hazardous substances (as defined by the Environmental Protection Agency pursuant to the Comprehensive Environmental Response Compensation and Recovery Act ("CERCLA"), as amended, 42 U.S.C. Section 9601 et seq.) on the Transferred REO, (ii) Americity has no actual knowledge of the discharge or existence on the Transferred REO of any hazardous substances, (iii) Americity has not received and has no actual knowledge of any prior owner of the Transferred REO having received any notice of any kind relating to or in connection with the violation of any environmental statute including but not limited to the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. Section 6901 et seq., and CERCLA; and all regulations adopted pursuant to RCRA and CERCLA, and (iv) Americity has not caused any hazardous substances to be generated, treated, transported, stored, used, installed or disposed in or on the Transferred REO.

(n) Capital Compliance. After giving effect to the transactions contemplated by this Agreement, Americity will be in compliance with the minimum regulatory capital requirements of the OTS currently applicable to Americity.

(o) Accuracy of Information. No representation or warranty made by Americity in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in this Agreement not misleading under the circumstance made or at the time furnished.

Section 7.2 Representations and Warranties of the FDIC Manager and the RTC. To induce Americity to enter into this Agreement and to consummate the transactions contemplated hereby, the RTC and the FDIC Manager hereby make the following representations and warranties, all of which shall survive the execution and delivery of this Agreement and the consummation of such transactions:

(a) Power and Authorization. The execution, delivery, and performance of this Agreement (i) are within the legal power and authority of the RTC and the FDIC Manager, and (ii) have been duly authorized by all necessary action on the part of the RTC and the FDIC Manager.

(b) Binding Agreement. This Agreement has been duly authorized, executed and delivered by each of RTC and the FDIC Manager, and upon the due authorization, execution, and delivery of this Agreement by each of the other parties hereto, this Agreement shall be a legal, valid and binding obligation of the RTC and the FDIC Manager, enforceable against each of them in accordance with its terms except as such

enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' right generally, and (ii) general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

(c) Warrants. The FDIC Manager is the owner of the Warrants and has not assigned or otherwise encumbered the Warrants.

ARTICLE VIII

COVENANTS

Section 8.1 Allocations for Federal Tax Purposes. For purposes of calculating Americity's federal income tax liability, RTC, FDIC Manager and Americity shall allocate the Termination Amount as set forth below:

Covered Assets: (including Guaranteed Yield Amount and Capital Loss Coverage)	161,946,750.56
Warrants:	<u>(\$300,000)</u>
Termination Amount:	161,646,750.56

Section 8.2 Americity Cooperation Regarding Transferred Assets. At the request of the RTC or the FDIC Manager, Americity shall make its employees available to testify in any litigation concerning the Transferred Assets to the extent the RTC, the FDIC Manager or their counsel, in their sole judgment, considers such testimony to be appropriate. Americity shall not be obligated to pay any out-of-pocket expenses incurred by such employees in connection with providing such testimony.

Section 8.3 Access to Books and Records. Until completion of the Payment Audit, Americity shall cause to be made available to the FDIC Manager or its designee, at such reasonable times and places as the FDIC Manager may specify, all books, papers, records and information of any kind relating to any or all matters within the scope of the Payment Audit.

Section 8.4 Further Assurances. Each of the parties hereto will promptly and duly cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any party hereto may from time to time

reasonably request in order more effectively to carry out the intent and purposes of this Agreement and the transactions contemplated hereby.

Section 8.5 Costs and Expenses. Except to the extent otherwise specifically provided herein, each party hereto agrees to pay all costs and expenses incurred by it in connection with or incidental to the matters contained in this Agreement, including any fees and disbursements to attorneys, accountants, and investment banking consultants.

ARTICLE IX

RELEASE

Section 9.1 Release by the FDIC Manager and the RTC. The FDIC Manager (in its capacity as successor to FSLIC and as Manager of the FRF) and the RTC (in its corporate capacity) will release and hold harmless Americity and Americity's subsidiaries, officers, directors and Affiliates (and the respective successors, assigns, employees, agents and representatives of all the foregoing) (collectively, the "Americity Released Persons") from and against any and all claims, actions or proceedings that they may have arising out of the 1988 Agreements (and no other agreements to which either the FDIC Manager or the RTC is a party), except that the FDIC Manager and the RTC shall retain (i) their rights to audit and adjust as set forth in Section 16(c) and Section 6(d), respectively, of the Assistance Agreement until completion of the Payment Audit described in Article V above, (ii) their rights to bring any claim relating to the 1988 Agreements based on fraud, willful misrepresentation of a material fact, willful failure to disclose a material fact, or willful misconduct, (iii) their rights, if any, to pursue any remedy or bring any claim against the Americity Released Persons based on a finding by the RTC Office of Inspector General, pursuant to the Department of Veterans Affairs, Housing and Urban Development and Independent Agencies Appropriations Act of October 28, 1991, Pub. L. No. 102-139 ("Public Law 102-139"), of a legal basis for rescission of the Assistance Agreement, and (iv) their rights under the Tax Benefits Cancellation Agreement.

Section 9.2 Release by Americity. The Americity Released Persons will release and hold harmless the FDIC Manager, FRF, and the RTC (and the respective successors, assigns, employees, agents and representatives of all of the foregoing) from and against any and all claims, actions or proceedings that they may have arising out of the 1988 Agreements (and no other agreements to which Americity Released Persons are a party); provided, however, that the release provided in this Section 9.2 shall not act as a release with respect to any action brought by the Americity Released Persons in connection with any action brought against the Americity Released Persons pursuant to Public Law 102-139.

Section 9.3 Satisfaction of Payments or Contributions. Subject to the provisions of Article X and except as provided by Section 9.1 of this Agreement and the Tax

Benefits Cancellation Agreement, the parties hereto agree that the payment of the Termination Amount (as adjusted pursuant to Articles IV and V) and the exchange of Transferred Assets shall constitute full satisfaction of any and all remaining payments or contributions due or to become due under the 1988 Agreements, and shall fully discharge the Americity, RTC, the FDIC Manager and the FRF from any obligation or liability with respect to the 1988 Agreements.

Section 9.4 Accord and Satisfaction. Except as otherwise specifically provided herein, performance by each party of its respective obligations under this Agreement shall effect a complete accord and satisfaction of any and all obligations and liabilities of such party under the 1988 Agreements and, thenceforth, such party shall be fully discharged from any obligation or liability of any kind in connection therewith, including, without limitation, any and all actions, causes of action, suits, debts, sums of money, bonds, covenants, agreements, promises, damages, judgments, claims, and demands whatsoever, known or unknown, suspected or unsuspected, at law or in equity.

Section 9.5 Rights to Enforce. Notwithstanding the foregoing provisions of this Article IX, each of Americity, RTC and the FDIC Manager will retain their respective rights to enforce this Agreement.

ARTICLE X

INDEMNIFICATIONS

Section 10.1 Indemnification by the FDIC Manager. The FDIC Manager shall have sole responsibility for defending all Indemnified Claims (as defined in Section 10.2), provided that, notwithstanding the FDIC Manager's assumption of the defense of such Indemnified Claims, Americity Indemnitees (as defined below) may participate at their own expense in the defense of such Indemnified Claims if there are legal defenses available to such Americity Indemnitees which are different from or in addition to those available to the FDIC Manager. The FDIC Manager will indemnify and hold harmless Americity (including by way of indemnification of its officers, directors and Affiliated Persons), and any Permitted Americity Assignee (as defined below) ("Americity Indemnitees") for (i) the amounts actually incurred and paid by Americity Indemnitees in connection with the defense, prosecution, satisfaction, settlement or compromise of all Indemnified Claims, and (ii) the reasonable costs and expenses of litigation related to such Indemnified Claims, including reasonable attorneys' and accountants' fees, travel expenses, judgments, court costs and related litigation expenses, and such other actual and reasonable costs as may be actually incurred and paid by Americity Indemnitees in connection with the defense, prosecution, satisfaction, settlement or compromise of an Indemnified Claim; provided that the FDIC Manager shall not be obligated to indemnify Americity Indemnitees with respect to such Indemnified Claim unless (x) Americity Indemnitees notify the FDIC Manager (to the extent

possible) prior to the incurrence of such expenses, provide appropriate documentation of such expenses, and obtain written approval of the FDIC Manager to incur such expenses (the FDIC Manager agrees to use all reasonable efforts to provide a written response to any such request for approval within forty-five (45) days after such request; failure of the FDIC Manager to respond in writing to any such request within forty-five (45) days after the FDIC Manager's receipt of such request shall be deemed an approval of such request by the FDIC Manager), (y) Americity Indemnites cooperate with the FDIC Manager in connection with the defense of all Indemnified Claims, and (z) Americity Indemnites notify the FDIC Manager and provide the FDIC Manager with, and keep the FDIC Manager apprised of, any information Americity Indemnites receive, or become aware of, in connection with all such Indemnified Claims. As used herein, a "Permitted Americity Assignee" means a successor, assignee, or transferee of Americity provided (i) such successor, assignee or transferee expressly assumes in writing all rights, duties and obligations of Americity under this Agreement, the Tax Benefits Cancellation Agreement and all related agreements, (ii) any member of such successor's, assignee's or transferee's consolidated group which intends to utilize any benefits of this Agreement, the Tax Benefits Cancellation Agreement and all related agreements expressly assumes in writing all rights, duties and obligations of Americity pursuant to this Agreement, the Tax Benefits Cancellation Agreement and related documents, (iii) Americity discloses in writing the existence of (and describes the nature of) this Agreement, the Tax Benefits Cancellation Agreement and related agreements in any application or instrument delivered to the OTS or other comparable regulatory agency in respect of such transfer or assignment, and (iv) such successor, assignee or transferee is a federally insured depository institution, unless this requirement (iv) is explicitly waived by the FDIC Manager (or a successor to the FDIC Manager, if applicable).

Section 10.2 Indemnified Claims. "Indemnified Claims" are (i) any claims based upon a liability, contract or action or failure to act of Tesoro Savings & Loan Association (or an Affiliated Person of Tesoro Savings & Loan Association) that are asserted against Americity Indemnites notwithstanding the absence of any assumption of such liability by Americity in the Acquisition Agreement; (ii) any action brought by any party (other than an action brought by Americity, or any of Americity's Affiliated Persons, subsidiaries, creditors or stockholders, or brought pursuant to the Public Law 102-139) to challenge or set aside the Transaction or the Assistance Agreement to the extent such action is grounded upon (A) the negotiation or execution of the Assistance Agreement, or (B) a claim that an action or failure to act by the Bank Board or FSLIC was not in accordance with the Bank Board's or FSLIC's enabling legislation; and (iii) any claims relating to the Transferred Claims or Transferred Assets arising out of, contributed to by, or based upon a liability, action or failure to act of the RTC, FDIC, the FDIC Manager or FRF occurring after the Closing Date that are asserted against the Americity Indemnites. Notwithstanding the foregoing, Indemnified Claims shall not include any claim for which (X) Americity is required to indemnify FDIC Indemnites (defined in Section 10.3) pursuant to Section 10.3 or, (Y) with respect to those Indemnified Claims described in Section 10.2(i) and (ii) above, a complaint is not filed on or before November 18, 1998. The parties hereto agree that the

claims identified on Exhibit E and those claims for which the FDIC Manager has initiated a defense prior to the termination of the Assistance Agreement pursuant to FDIC Manager's indemnification obligations under the terms of the Assistance Agreement shall continue to be subject to indemnification pursuant to Section 10.1 hereof.

Section 10.3 Indemnification by Americity. Americity will indemnify and hold harmless the FDIC Manager, FRF and the RTC (and the respective successors and assigns of the foregoing) ("FDIC Indemnitees") for amounts actually incurred and paid by the FDIC Indemnitees in connection with the defense, prosecution, satisfaction, settlement or compromise, including the reasonable costs and expenses of litigation (including reasonable attorneys' and accountants' fees, travel expenses, judgments, court costs and related litigation expenses, and such other actual and reasonable costs as may be actually incurred and paid by the FDIC Indemnitees in connection with the defense, prosecution, satisfaction, settlement or compromise), of any claims relating to the Transferred Assets or Transferred Claims arising out of, contributed to by, or based upon, any liability, action or failure to act of Americity or any of Americity's Affiliated Persons, officers, or directors occurring during the period commencing November 18, 1988 through the Closing Date that are asserted against the FDIC Indemnitees. RTC shall cause the FDIC Indemnitees to provide Americity with prompt notice of any claim which may give rise to an indemnification hereunder and (i) cooperate with Americity in connection with the defense of such claims, (ii) notify and provide Americity with any summons, complaint or other notice of lawsuit and any other documents directly related to such claims which FDIC Indemnitees receive in connection with such claims, and (iii) provide appropriate documentation of the expenses for which FDIC Indemnitees request indemnification. Americity may participate, at its own expense, in the defense of such claims. Americity, upon the prior written consent of FDIC Manager, may assume the defense of such claims provided that Americity indemnifies and holds harmless the FDIC Indemnitees for any losses, costs or expenses incurred by FDIC Indemnitees with respect to such assumed defenses (including any reasonable costs and expenses of litigation, as specified in the first sentence of this Section 10.3) in connection with Americity's defense, satisfaction, settlement or compromise of such defense; if FDIC Manager fails to consent to the assumption of any such claim by Americity, Americity's indemnification obligation with respect to such claim shall be limited to the losses, costs or expenses incurred by FDIC Manager which are directly attributable to Americity's interest in such claim. The settlement or compromise of any claims against FDIC Indemnitees for which Americity is obligated to indemnify such FDIC Indemnitees pursuant to the provisions of this Section 10.3 is subject to the prior written approval of Americity. Notwithstanding the foregoing, Americity shall not indemnify the FDIC Indemnitees for any claim which (i) is an Indemnified Claim, or (ii) is in connection with any action brought pursuant to Public Law 102-139.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Amendments. No amendment, modification, or waiver of any provision of this Agreement, nor any consent to any departure therefrom by any party, shall in any event be effective unless the same shall be embodied in a writing signed by all parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.2 Notices. Any notice, request, claim, demand, consent, approval, or other communication to any party hereto shall be deemed effective when received and shall be given in writing, and delivered in person against receipt therefor, or sent by certified mail, postage prepaid, to such party (with copies as indicated below) at its address set forth below or at such other address as such party shall hereafter furnish in writing to the other parties.

(a) If to Americity:

AMERICITY FEDERAL SAVINGS BANK
750 North St. Paul
Suite 300
Dallas, Texas 75201
Attention: President
Telecopy No.: (214) 954-0208

With a copy to:

Elias, Matz, Tiernan & Herrick
734 15th Street, N.W.
The Walker Building, 12th Floor
Washington, D.C. 20005
Attention: Daniel Weitzel
Telecopy No.: (202) 347-2172

(b) If to RTC:

Office of the Deputy Executive Director
Resolution Trust Corporation
801 17th Street, N.W.
Washington, D.C. 20434-0001
Attention: Associate Director
Telecopy No.: (202) 416-2579

With a copy to:

Resolution Trust Corporation
Legal Division
801 17th Street, N.W.
Washington, D.C. 20434-0001
Attention: Assistant General Counsel
Thrift Agreement and Administration
Oversight Section
Telecopy No.: (202) 736-0382

(c) If to FDIC Manager:

Division of FSLIC Operations
801 17th Street, N.W.
Washington, D.C. 20434-0001
Attention: Associate Director
Telecopy No.: (202) 416-2579

With a copy to:

Resolution Trust Corporation
Legal Division
801 17th Street, N.W.
Washington, D.C. 20434-0001
Attention: Assistant General Counsel
Thrift Agreement and Administration
Oversight Section
Telecopy No.: (202) 736-0382

Section 11.3 Waiver. No failure or delay on the part of any party in exercising any right, privilege, power, or remedy under this Agreement, and no course of dealing among the parties hereto, shall operate as a waiver of such right, privilege, power, or remedy; nor shall any single or partial exercise of any right, privilege, power, or remedy

under this Agreement preclude any other or further exercise of such right, privilege, power, or remedy, or the exercise of any other right, privilege, power, or remedy. The rights, privileges, powers, and remedies available to the parties hereto are cumulative and not exclusive of any other rights, privileges, powers, or remedies provided by statute, at law, in equity, or otherwise. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any similar or other circumstances or constitute a waiver of the right of the party giving such notice or making such demand to take any other or further action in any circumstances without notice or demand.

Section 11.4 Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the Federal law of the United States of America and, in the absence of controlling Federal law, in accordance with the law of the State of Texas. Any legal action or proceedings with respect to this Agreement shall be brought in the Federal courts of the United States of America located in the District of Columbia and each party hereto submits to the exclusive jurisdiction of such courts and hereby waives any objections on the grounds of venue, forum non conveniens, or any similar grounds.

Section 11.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws. However, in the event that any provision of this Agreement shall be held to be prohibited or invalid under any applicable law, or declared unenforceable, then all of the remaining provisions of this Agreement shall, to the fullest extent possible, remain in full force and effect and shall be binding on the parties hereto; provided, that this Section 11.5 shall be of no force or effect if the exclusion of such provision or portion thereof shall render the remaining provisions of this Agreement incapable of observance or shall cause this Agreement as a whole to fail of its essential purpose.

Section 11.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and, except as otherwise provided in this Agreement, their respective successors and assigns, provided that this Agreement may not be assigned to any person or entity nor may any rights or obligations under this Agreement be transferred, delegated to or vested in any other person or entity without the prior written consent of the FDIC Manager. The FDIC Manager shall use all reasonable efforts to provide a written response to any written request for such consent within ninety (90) days after receipt of such written request, provided such written request specifies that the failure to respond to such request within ninety (90) days shall be deemed consent by the FDIC Manager. If the written request includes the information specified in the preceding sentence and the FDIC Manager fails to respond in writing to any such written request within ninety (90) days after the FDIC Manager's receipt of such written request, the FDIC Manager shall be deemed to have consented to such request.

Section 11.7 Headings. The headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

Section 11.8 Exhibits. All Exhibits attached hereto are an integral part of and are hereby incorporated into this Agreement.

Section 11.9 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement among the parties hereto relating to the subject matters herein, and supersedes all prior agreements and understandings among the parties, oral or written, relating to such matters.

Section 11.10 Specific Performance. Each party's obligations under this Agreement are unique. If any party should default in any of its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages. Accordingly, the non-defaulting party, in addition to any other available rights or remedies, may sue in equity for specific performance, and each party expressly waives the defense that a remedy in damages will be adequate.

Section 11.11 Third-Party Beneficiaries. Except as expressly provided in this Agreement, no provision of this Agreement is intended to nor shall it benefit any person other than the parties hereto.

Section 11.12 Execution in Counterparts. This Agreement may be executed in separate counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by themselves or their respective officers, as the case may be, as of the day and year first above written.

AMERICITY FEDERAL SAVINGS BANK

By: 
Name: James C. Jarocki
Title: President

RESOLUTION TRUST CORPORATION

By: 
Name: Louis E. Wright
Title: Associate Director (Special Projects)

FEDERAL DEPOSIT INSURANCE CORPORATION,
AS MANAGER OF THE FSLIC RESOLUTION
FUND

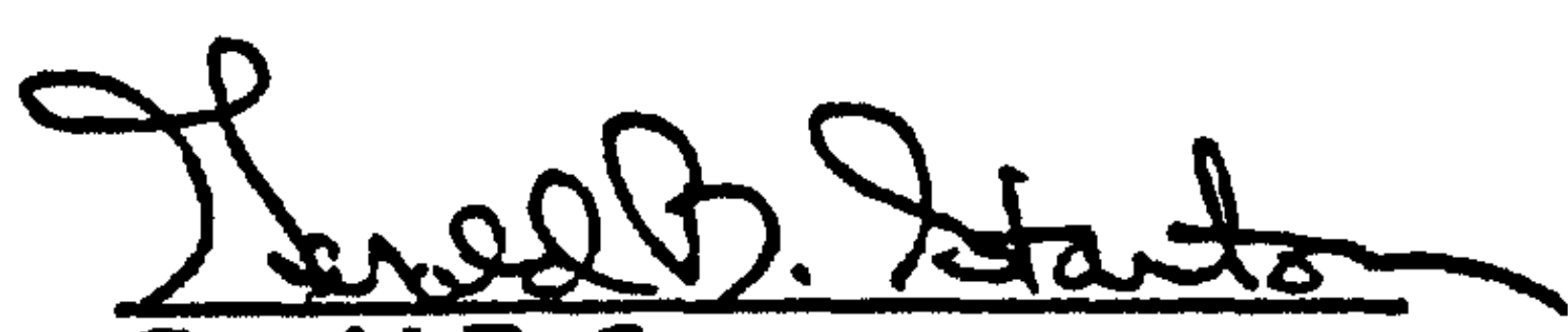
By: 
Name: Gerald B. Stanton
Title: Assistant Director,
Division of FSLIC Operations

EXHIBIT C

Transferred Loans and Mortgages

AMERICITY FEDERAL SAVINGS BANK
COVERED ASSET LOAN PORTFOLIO
AS OF NOVEMBER 30, 1991

LOAN NUMBER	BORROWER'S NAME	PRINCIPAL BALANCE	COLL. ADDRESS	CITY	STATE	PROPERTY TYPE
80500962	TYSON J	\$1,836.48	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80500966	WHITESIDE JD	\$49,759.33	2327 ROOSEVELT AVENUE	SAN ANTONIO	TX	MOBILE HOME PARK
80700000	LIFSHUTZ BL	\$248,231.36	CAMPBELL ROAD & PUTNAM RD.	ROTTERDAM	TX	2.29 ACRES OF LAND
80700002	CRONFEL A	\$20,260.80	3717 SAN BERNARDO	LAREDO	TX	COMMERCIAL LOT & BUILDING
80700006	GARCIA CC	\$10,648.93	1210 SAUNDERS	LAREDO	TX	COMMERCIAL LOT & BUILDING
80700008	LEWIS DL	\$46,425.46	1 MILE W. OF I-35	WEBB COUNTY	TX	547.5 ACRES OF LAND
80700013	GARCIA P	\$16,614.56	3312 GUADALUPE	LAREDO	TX	SFR
80700015	MORALES I	\$25,905.72	609 LARIAT	LAREDO	TX	SFR
80700019	B P NEWMAN INV	\$122,704.74	2700 MONTGOMERY	LAREDO	TX	5+ MF
80700023	VELA	\$76,780.03	1212 LORING	LAREDO	TX	5+ MF
80700027	CANTU V	\$35,920.70	1511 & 1513 HIDALGO	LAREDO	TX	2 RESIDENTIAL LOTS
80700030	SENTIES RV	\$73,237.52	3901 MCPHERSON	LAREDO	TX	UNIMPROVED LOTS
80700038	RAMIREZ R	\$72,181.11	606 W. CALTON ROAD	LAREDO	TX	COMMERCIAL BUILDING
80700043	MENDES H	\$2,173.24	2929 CORPUS CHRISTI	LAREDO	TX	SFR
80700050	CRONFEL A	\$145,273.70	3717 SAN BERNARDO	LAREDO	TX	COMMERCIAL BUILDING
80700052	CONGORA CG	\$10,816.45	1 MILE W. OF I-35	ENCINAL	TX	43 ACRES OF LAND
80700053	RODRIGUEZ O	\$9,369.53	305 CENTER ROAD	LAREDO	TX	UNIMPROVED LOT
80700054	CONEZ M	\$9,842.23	606 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOT
80700055	PENDLETON MW	\$9,270.57	505 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOT
80700056	RODRIGUEZ B	\$6,681.34	208 LOBO LOOP	LAREDO	TX	UNIMPROVED LOT
80700059	FRIESENHAIN VC	\$682,401.05	LOT 1 HWY 119	LONGMONT	CO	7.0 ACRES LAND
80700060	CONGORA RG	\$6,885.77	25.80 ACRES TR LAND	ENCINAL	TX	UNIMPROVED LAND
80700061	SLS DEVELOPMENT	\$650,957.64	DOUGLAS & ORCHARD BLVD	MIDWEST CITY	OK	47 ACRES + 61 IMPROVED LOTS
80700063	RODRIGUEZ D	\$9,798.03	504 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOTS
80700065	GARZA R	\$9,976.82	508 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOTS
80700066	TREVINO NC	\$9,940.79	607 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOTS
80700068	TRISTAN SJ	\$9,935.47	507 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOTS
80700071	FRIESENHAIN VC	\$166,077.32	NELSON RD & HOVER RD	LONGMONT	CO	8.256 ACRES OF LAND
80700072	PAGOSA VISTA J	\$344,370.38	PIEDRA ROAD	PAGOSA SPRINGS	CO	59 ACRES OF LAND
80700073	KRALJ NK	\$26,936.65	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80700074	LUNA AA	\$9,967.46	600 BAYONNE LANE	LAREDO	TX	UNIMPROVED LOT
80700077	FRIESENHAIN VL	\$535,112.98	LOT 3 HWY 119	LONGMONT	CO	6 ACRES OF LAND
80700078	GUTIERREZ HA	\$729,817.51	N/A	N/A	N/A	UNSECURED
80700079	GAMEZ JM	\$10,068.11	506 BAYONNE LANE"	LAREDO	TX	UNIMPROVED LOTS
80700081	FRIESENHAIN VC	\$330,745.06	OLD COVINGTON HWY & I-20	DEKALB COUNTY	GA	2.94 OF ACRES LAND
80700082	FRIESENHAIN VC	\$143,372.92	NELSON RD & HOVER RD	LONGMONT	CO	8.256 ACRES OF LAND
80700083	ROBERTS ES	\$363,984.16	HWY 77	KINGSVILLE	TX	89.5 ACRES OF LAND
80700091	MOLINA JE	\$163,468.97	1113 CALLE DEL NORTE	LAREDO	TX	COMMERCIAL BUILDING
80700101	BARNES J	\$479,479.09	7079-7083 BANDERA RD	SAN ANTONIO	TX	COMMERCIAL BUILDING
80700104	MEDINA L	\$61,947.36	3715 FLORES	LAREDO	TX	SFR
80700108	LIFSHUTZ BL	\$86,589.35	NELSON RD & HOVER RD	LONGMONT	CO	8.256 ACRES OF LAND
80700110	MEURER AC	\$113,750.85	1402 VICTORIA ST	LAREDO	TX	COMMERCIAL BUILDING
80700112	CENTENNIAL RESE	\$5,601,479.74	5001-5025 CENTENNIAL BLVD	CO SPRINGS	CO	90,455 SF COMMERCIAL BUILDING
80700113	FOSTER WH	\$24,021.00	1806 COMMERCE PLAZA	LAREDO	TX	COMMERCIAL BUILDING
80700118	FRIESENHAIN VC	\$701,654.34	EARNEST BARRETT PKWY	COBB COUNTY	GA	1.027 ACRES OF LAND
80700119	CONRIDGE A PART	\$498,011.52	WHEATON DR & HARMONY RD	FORT COLLINS	CO	OFFICE BUILDING
80700120	CIBOLO 55 JOINT	\$1.00	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80700122	MONTERNEY S A C	\$26,670.59	ON IH-35	WEBB COUNTY	TX	1 ACRE OF LAND

80700124	TREVINO J	\$57,686.43	101 W. DEL MAR	LAREDO	TX	CONDOMINIUM
80700138	SALOMON A	\$79,679.64	820 SANTA URSULA	LAREDO	TX	COMMERCIAL BUILDING
80700139	BLANCO SHOPPING	\$668,376.70	3719-3815 BLANCO RD	SAN ANTONIO	TX	50,400 SF RETAIL CENTER
80700141	FLORES FA	\$21,965.62	28 MILES E. OF LAREDO	WEBB COUNTY	TX	30 ACRES OF LAND
80700147	KIPLING-MORRISON	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700153	EEDS CR	\$135,311.65	LOIHAN'S CROSSING RD	TRAVIS COUNTY	TX	PART OF MARSHALL RANCH
80700155	BRIDGEPORT PART	\$622,518.25	N/A	N/A	N/A	UNSECURED
80700156	LEEWARD ISLES I	\$40,183.75	N/A	N/A	N/A	UNSECURED
80700157	SOLIS JH	\$54,646.48	2106 MARKET ST	LAREDO	TX	SFR USED AS COMMERCIAL
80700164	COTRAM INC	\$46.79	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700171	GATEWAY HAIRSTY	\$62,662.70	200 HILLSIDE RD	LAREDO	TX	COMMERCIAL BUILDING
80700177	SCHNEIDER RJ	\$820,004.38	HWY 119	LONGMONT	CO	7.1 ACRES OF LAND
80700180	MCKINNEY RE	\$11,976.16	3303 FROST	LAREDO	TX	UNIMPROVED LOT
80700185	MICHAEL ESPENSE	\$103,550.51	CAMINO REAL PUD	SAN ANTONIO	TX	20.75 ACRES
80700188	CASAS MV	\$11,573.34	LOT 10, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700189	GALVAN JG	\$11,552.26	8300 SAN LORENZO	LAREDO	TX	UNIMPROVED LOT
80700190	BENNETT KA	\$9,354.65	LOT 3, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700191	PAIOHARES A	\$11,676.14	LOT 2, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700193	BENNETT D	\$11,565.51	LOT 4, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700195	MALATEK DL	\$11,565.51	LOT 12, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700196	SHULTZ RL	\$11,506.17	LOT 13, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700207	GONZALEZ A	\$8,083.38	1320 RYAN	LAREDO	TX	UNIMPROVED LOT
80700219	GARCIA JA	\$180,973.61	2602 ARKANSAS	LAREDO	TX	COMMERCIAL BUILDING
80700223	GUTIERREZ G	\$7,207.97	915 MARYLAND	LAREDO	TX	UNIMPROVED LOT
80700225	GEHARDT WF	\$17,699.44	LOT 2, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700226	CADENA JA	\$191,354.79	16131 COLLEGE OAK DR	SAN ANTONIO	TX	COMMERCIAL BUILDING
80700229	FOSTER WH	\$6,236.32	1806 COMMERCE	LAREDO	TX	UNIMPROVED LOT
80700232	TEN STAR DEVELO	\$205,653.54	3100 SAUNDERS	LAREDO	TX	COMMERCIAL BUILDING
80700233	NOYOLA H	\$27,358.67	LOTS 8 & 10 CALTON GARDENS	LAREDO	TX	DUPLEX
80700241	RAMOS D	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700249	GALLEGOS P	\$95,559.49	5904 WEST DR #19	LAREDO	TX	COMMERCIAL BUILDING
80700250	HENDRIX JD	\$13,647.24	P.O. BOX 121	NIXON	TX	UNIMPROVED LOT
80700251	HENDRIX JD	\$11,197.40	LOT 79, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700252	MILLER Z	\$39,968.64	2717-2719 LOCUST	LAREDO	TX	COMMERCIAL BUILDING (540SF)
80700255	VILLEGAS S	\$6,679.14	LOT 52, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700260	LOGAN WG	\$17,146.43	LOT 38, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700263	JAUREGUI RJ	\$539,429.44	5904 WEST DR	LAREDO	TX	COMMERCIAL BUILDING UNIT
80700264	LIZABHAGA I	\$41,000.00	103 ILLINOIS	LAREDO	TX	SFR
80700270	CONTRERAS R	\$12,753.43	LOT 77, SANDY OAKS	SEGUIN	TX	UNIMPROVED LOT
80700271	LIFSHUTZ BL	\$91,831.58	OLD COVINGTON HWY	COBB COUNTY	GA	10.268 ACRES OF LAND
80700275	GORDON V HARTMA	\$329,139.07	111 & 129 EARL ST.	SAN ANTONIO	TX	16 APARTMENT UNITS
80700281	RODRIGUEZ JL	\$244,012.30	LAS CRUZES & TEJAS	LAREDO	TX	COMMERCIAL WAREHOUSE
80700282	CONCORD VJ	\$3,189,241.14	2300 DOUGLAS BLVD.	HIDWEST CITY	OK	APARTMENTS
80700283	GONZALES JH	\$8,716.85	LOT 98, OAK HILLS	SEGUIN.	TX	UNIMPROVED LOT
80700284	BAULTINGHOUSE A	\$6,455.12	LOT 112, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700288	HAGCO BUILDING	\$62,499.12	LOTS 1,5,11, BLK 4 ALTA VISTALAREDO	SEGUIN	TX	UNIMPROVED LOT
80700291	SMITH WT	\$8,328.63	LOT 44, OAK HILLS	SEGUIN	TX	SFR
80700296	O J Z INC	\$1,062,803.11	SHILOH SUB, PHASE 1,11,111	LAREDO	TX	UNIMPROVED LOT
80700297	MARSH DF	\$10,477.46	LOT 46, OAK HILLS	SEGUIN	TX	81 SF LOTS & 14.5 ACRES UNDEVELOPED LAND
80700298	LORAM CORPORATI	\$150,680.38	RES ALC, RIVERSHIRE SUB, SEC MONTGOMERY	SEGUIN	TX	UNIMPROVED LOT
80700301	SANCHEZ RH	\$7,379.73	8708 AUGUSTA LOOP	LAREDO	TX	.5622 ACRES
80700303	GONZALES VG	\$8,068.19	LOT 51, OAK HILLS	SEGUIN	TX	SFR
80700305	SPEER TJ	\$7,030.38	LOT 111, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700306	CRUZ PV	\$7,290.79	LOT 109, OAKS HILLS	SEGUIN	TX	UNIMPROVED LOT
80700307	WOLLE T	\$12,116.78	LOT 99, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700312	ESPINOZA A	\$14,390.95	LOT 94, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT

80700314	M/C SHIPPING CENTER	\$3,552,356.00	TOWNE CNETRE DR.	MESQUITE	TX	52,882 SF STRIP CENTER
80700323	ZUNIGA F	\$4,097.82	1815 HARDING	LAREDO	TX	UNIMPROVED LOT
80700324	SNACKS & CANDIES	\$491,533.96	LOT 14 & 15, TEJAS BUS PARK	LAREDO	TX	COMMERCIAL BUILDING
80700326	WINDJOSA B	\$36,780.29	34195 S. BARTLETT	LAREDO	TX	SFR
80700327	LSI HOMES	\$297,775.95	102 WINDSOR	LAREDO	TX	SFR
80700329	MADRIGAL R	\$15,354.92	413/414 LA HERRADURA	LAREDO	TX	UNIMPROVED LOTS
80700331	HAYNES R	\$60,189.98	1420 JACKSON & 3001 S MA	LAREDO	TX	3 UNIT APT & COMMERCIAL BUILDING
80700337	LORENZ LA	\$7,896.70	LOT 48, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700338	TENNIS J DRAKE	\$8,656.08	LOT 110, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700342	ALVARADO RR	\$9,490.02	506 LOBO LOOP	LAREDO	TX	MOBILE HOME LOT
80700343	DAVILA M	\$15,452.11	LOT 27, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700346	LSI HOMES	\$71,075.00	8801 SHALOM	LAREDO	TX	SFR
80700347	LSI HOMES	\$41,075.00	LOT 22, BLK 2 LONGORIA	LAREDO	TX	SF LOT
80700355	LSI HOMES	\$52,675.00	8809 SHALOM	LAREDO	TX	SFR
80700358	CRALL W	\$12,795.80	LOT 36, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700359	MCCALIP MC	\$13,535.57	LOT 32, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700360	MOTZ S	\$15,471.79	LOT 69, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700361	O'HERN TE	\$10,349.49	LOT 88, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700371	PAGOSA VISTA JV	\$20,081.25	N/A	N/A	N/A	UNSECURED
80700374	MENDOZA M	\$8,936.45	LOT 50, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700376	WOLLE L	\$9,951.91	LOT 105, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700377	ELDRIDGE J	\$10,605.60	LOT 90, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700379	SAYAVEDRA L	\$147,542.84	508 FENWICK	LAREDO	TX	SFR
80700380	HOCK TD	\$10,821.18	LOT 91, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700381	TSCHEPE MA	\$10,699.85	LOT 89, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700382	HUSER MA	\$10,703.79	LOT 87, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700383	BRIDGEPORT PARTNERS	\$33,559.41	N/A	N/A	N/A	UNSECURED
80700384	MARSH GE	\$300,149.39	N/A	N/A	N/A	UNSECURED
80700385	CASTLE FP	\$15,811.80	LOT 75, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700386	MASCORRO FV	\$10,645.28	LOT 104, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700387	GARCIA D	\$10,814.52	LOT 96, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700388	SANDITEN B	\$532,959.28	LOT 5, BLK 10 MCPHERSON ACRE	LAREDO	TX	UNIMPROVED COMMERCIAL BUILDING
80700394	RODRIGUEZ JO	\$12,065.75	LOT 12, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700397	LOPEZ AL	\$15,347.22	LOT 92, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700399	SANDERS A	\$10,479.66	LOT 93, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700400	COLE BK	\$4,097.87	LOT 22, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700403	DELAGARZA D	\$8,215.56	LOT 58, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700405	LAV KV	\$11,355.67	LOT 3, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700406	CAMACHO A	\$18,767.39	LOT 19,20 NORTHRIDGE	LAREDO	TX	UNIMPROVED LOT
80700407	MOORE EL	\$3,577.51	LOT 13, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700408	FULLER D	\$9,745.33	LOT 55, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700409	ALDAPE EM	\$13,022.40	LOT 34, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700411	DIAZ R	\$2,068.76	1512 DOVE TRAIL	LAREDO	TX	SFR
80700412	CANTU-RAMIREZ M	\$48,362.13	610/614 W. MULBERRY	LAREDO	TX	SFR
80700416	SCHAEFER HII	\$3,898.39	OAK HILL RANCH EST	SEGUIN	TX	UNIMPROVED LOT
80700420	CRUZ M	\$4,182.87	140 FRANKLIN	LAREDO	TX	UNIMPROVED LOT
80700424	CLOSE RD	\$9,465.30	LOT 57, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700426	PERALES RF	\$82,745.63	N/A	N/A	N/A	UNSECURED
80700427	LUNA F	\$13,630.43	LOT 3, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700429	RANGEL RA	\$7,769.12	N/A	N/A	N/A	UNSECURED
80700433	LACEY BB	\$12,360.31	N/A	N/A	N/A	UNSECURED
80700435	DEYER JT	\$13,686.17	LOT 31, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700436	FAYVANT LJ	\$9,952.24	LOT 106, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700438	BARNETT LH	\$9,741.44	LOT 62, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700439	DAVILA M	\$12,188.33	LOT 26, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700445	LANN BE	\$13,335.45	LOT 35, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT

80700455	SASSENHAGEN F	\$13,556.57	LOT 65, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700459	ZUNIGA ER	\$8,107.27	202 HERLIN	LAREDO	TX	UNIMPROVED LOT
80700482	GREGORY TJ	\$5,261.55	LOT 72, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700483	GUTIERREZ JP	\$4,908.23	LOT 24, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700501	PULIDO FB	\$13,832.78	LOT 63, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700504	GOSART TA	\$13,177.18	LOT 33, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700505	CASTLE FP	\$13,575.84	LOT 76, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700506	KOPECKY C	\$56,815.50	N/A	N/A	N/A	UNSECURED
80700507	KARINOWITZ C	\$56,804.53	N/A	N/A	N/A	UNSECURED
80700509	CULEBRA ASSOCIA	\$1,201,673.80	7750 PIPERS LANE	SAN ANTONIO	TX	APARTMENTS
80700511	REYES F	\$11,430.37	LOT 13, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700512	FERNANDEZ F	\$7,275.11	8714 MORTUURIDGE	LAREDO	TX	UNIMPROVED LOT
80700515	CORTEZ G	\$12,094.11	LOT 10, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700516	NAHIREZ N	\$11,981.52	LOT 62, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700517	CARR EC	\$12,006.32	LOT 71, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700518	KATZER KR	\$12,139.16	LOT 70, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700519	JOHNSON AND FWA	\$12,017.20	LOT 59, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700520	PHILLIPS HA	\$10,494.52	LOT 53, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700522	BETANCOURT PH	\$12,272.49	LOT 15, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700524	FINCH DD	\$14,105.03	LOT 64, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700526	FASCI H	\$36,854.33	5904 W. DRIVE UNIT #11	LAREDO	TX	CONDO
80700530	ELLIOTT TA	\$7,871.95	LOT 49, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
80700535	THEVINO G	\$81,565.38	2920 PINE STREET	LAREDO	TX	COMMERCIAL
80700536	AMROUSE A	\$5,487.84	301 EAST SAN CARLOS	LAREDO	TX	SFR
80700537	FASCI HJ	\$33,273.86	509 W. DRIVE UNIT #12	LAREDO	TX	CONDO
80700538	LSI HONES	\$54,275.00	8813 SHALON	LAREDO	TX	UNIMPROVED LOT
80700547	ESPINOZA JA	\$1,265.00	N/A	N/A	N/A	HOME IMPROVEMENT
80700550	DE ANDA	\$10,840.40	N/A	N/A	N/A	HOME IMPROVEMENT
80700617	HAYNES R	\$0.90	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700637	CAVAZOS JA	\$0.54	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700638	CASTANEDA R	\$8,096.40	N/A	N/A	N/A	UNSECURED
80700644	RUIZ E	\$0.60	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700660	LAVINE P	\$7,273.66	N/A	N/A	N/A	AUTO
80700673	SANCHEZ DM	\$0.53	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700680	BENAYIDES DV	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700695	GUERRA O	\$1,524.93	N/A	N/A	N/A	AUTO
80700729	GONZALEZ SA	\$0.69	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700746	ESTERLINE B	\$219.25	N/A	N/A	N/A	AUTO
80700766	JACKSON AG	\$0.52	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700770	RODRIGUEZ	\$7,753.24	N/A	N/A	N/A	AUTO
80700774	FARIAS L	\$12,870.07	N/A	N/A	N/A	AUTO
80700776	ARTURO RUIZ AUT	\$1.33	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700777	LOPEZ AL	\$2,411.09	N/A	N/A	N/A	AUTO
80700785	MORALES RG	\$13,915.27	N/A	N/A	N/A	PERSONAL GUARANTEE
80700790	GONZALEZ MJ	\$1.45	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700791	LIGHTNER O	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700795	MELTON J	\$1,750.92	N/A	N/A	N/A	AUTO
80700818	LAUREL R	\$6,159.49	N/A	N/A	N/A	AUTO
80700827	STARNES M	\$1.15	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700833	NORTHERN F	\$1.17	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700835	STARNES M	\$18,561.23	N/A	N/A	N/A	AUTO
80700847	OJZ INC	\$21,105.95	N/A	N/A	N/A	UNSECURED
80700852	GONZALEZ J	\$1.27	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)
80700881	JOHNSON R	\$29,304.56	2301 GUSTOVUS	LAREDO	TX	SFR
80700889	GARCIA R	\$28,827.36	1801 MARKET	LAREDO	TX	SFR
80700891	MUNIZ A	\$1.08	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)

80700893	MONROY A	N/A	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700911	COMEZ M	\$1.20	N/A	N/A	N/A	AUTO	N/A
80700919	HUBBARD WL	\$1,232.18	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700921	VALDEZ E	\$1,236.29	N/A	N/A	N/A	AUTO	N/A
80700922	STAKNES M	\$1,397.71	N/A	N/A	N/A	TOWNHOUSE	TX
80700923	CHAVEZ S	\$23,613.62	LAREDO	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700934	CANTU R	\$0.94	N/A	N/A	N/A	UNSECURED	N/A
80700936	STARNES M	\$1,010.18	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700943	GUTIERREZ H	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700957	LAVINE JP	\$1.45	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700958	FLORES L	\$1.24	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700963	REGALADO J	\$1,295.02	N/A	N/A	N/A	AUTO	N/A
80700969	MCKENDRICK JS	\$0.94	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700981	CARDENAS O	\$0.83	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700987	LOZANO SH	\$1.47	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80700988	MORALES JA	\$18,667.27	N/A	N/A	N/A	PERSONAL GUARANTEE	N/A
80700999	DORCHERS C	\$4,212.04	N/A	N/A	N/A	UNSECURED	N/A
80701022	GUTIERREZ HIA	\$56,191.74	N/A	N/A	N/A	CD	N/A
80701030	FLORES J	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701047	SOLIS JM	\$4,220.04	N/A	N/A	N/A	AUTO	N/A
80701070	SANTOS M	\$1.17	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701120	MORENO J	\$5,826.70	N/A	N/A	N/A	UNSECURED	N/A
80701125	ELIZALDE J	\$2,996.71	N/A	N/A	N/A	AUTO	N/A
80701128	BRUNNER GF	\$5,747.04	N/A	N/A	N/A	AUTO	N/A
80701150	MAHEK FI	\$8,928.31	N/A	N/A	N/A	AUTO	N/A
80701160	VERA A	\$1.36	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701162	VALERO V	\$4,388.49	N/A	N/A	N/A	AUTO	N/A
80701182	SOCIUS C	\$2,338.97	N/A	N/A	N/A	AUTO	N/A
80701197	VALDEZ G	\$0.57	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701198	PENNOCK DF	\$0.93	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701206	GUERRA FA	\$3,530.10	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701215	FISHER S	\$9,886.60	N/A	N/A	N/A	AUTO	N/A
80701228	HALE M	\$9,097.66	N/A	N/A	N/A	UNSECURED	N/A
80701229	NUTT AA	\$9,510.37	N/A	N/A	N/A	AUTO	N/A
80701230	RIOS GR	\$0.87	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701231	HAYNES R	\$16,197.99	N/A	N/A	N/A	UNSECURED	N/A
80701241	RODRIGUEZ	\$1.16	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701247	ACEVEDO H	\$17,740.13	N/A	N/A	N/A	AUTO	N/A
80701251	MENDIOLA B	\$934.46	N/A	N/A	N/A	AUTO	N/A
80701254	VILLARREAL AE	\$19,906.02	N/A	N/A	N/A	AUTO	N/A
80701258	VELA A	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701269	PEREZ D	\$1.00	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701271	GONZALES R	\$196.64	N/A	N/A	N/A	AUTO	N/A
80701282	FLORES D	\$16,385.92	N/A	N/A	N/A	AUTO	N/A
80701287	BENAVIDES A	\$8,930.99	N/A	N/A	N/A	AUTO	N/A
80701293	LAUREL FD	\$1,672.97	N/A	N/A	N/A	AUTO	N/A
80701298	RAMOS DD	\$35,205.90	N/A	N/A	N/A	AUTO	N/A
80701299	AGUILAR G	\$0.68	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701301	MEDINA J	\$9,949.20	N/A	N/A	N/A	AUTO	N/A
80701303	TRAUTHANN JA	\$10,678.63	LAREDO	N/A	TX	MOBILE HOME	N/A
80701304	GONZALES JJ	\$0.58	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701305	VILLARREAL E	\$3,005.00	N/A	N/A	N/A	AUTO	N/A
80701309	HERNANDEZ RC	\$3,650.65	N/A	N/A	N/A	UNSECURED	N/A
80701313	SEPULVEDA C	\$1.46	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
80701315	DOWNS TE	\$6,092.86	N/A	N/A	N/A	AUTO	N/A
80701322	GUAJARDO A	\$1.33	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	N/A
		\$7,393.49	N/A	N/A	N/A	AUTO	N/A

80701330	FLORES BG	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701331	GARZA J	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701340	PENA HA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701316	GUTIERREZ AF	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701350	MEZA M	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701357	RODRIGUEZ E	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701363	MARTIN HG	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701364	MARTINEZ JA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701365	ARANDA M	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701366	SANCHEZ	N/A	N/A	N/A	BY WRITTEN DOWN (UNSECURED)	
80701368	RODRIGUEZ S	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701369	SALINAS OB	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701372	COMACIO CA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701373	WEBB HM	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701374	HINOJOSA JR	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701375	BROWN HJ	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701377	FLORES A	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701378	FLORES A	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701379	HITCHELL H	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701380	CARDENAS G	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701382	GONZALEZ MUPA M	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701383	NEUCH INC	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701384	SANCHEZ DM	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701389	GUTIERREZ HIA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701392	MORALES LE	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701399	CARLOS G AGUILA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701400	RODRIGUEZ GG	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701402	GUTIERREZ HIA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701407	ANDRADE C	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701411	VILLARREAL JL	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701414	Y GUTIERREZ BA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701419	CIBOLO SS	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701420	HAMILTON DB	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701422	FINANCIAL BEN	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701423	GONZALEZ HD	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701424	PROFESSIONAL	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701427	ESPINOZA AD	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701451	CASTANEDA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701515	LOPEZ A	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701527	PEREZ RV	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701674	CASTANEDA A	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701678	ESPINOLA F	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701699	VASQUEZ BR	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701871	ESPENSEN LE	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701872	WOLFE TH	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701873	SPEER DEVELOPHE	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701874	SMITH AD	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80701875	GILL WINE & GRAPE	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702027	GARCIA DA	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702035	GARCIA R	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702067	UE LA GARZA P	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702072	QUINTANILLA R	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702073	QUINTANILLA R	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702234	SANCHEZ R	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702424	GONZALEZ M	N/A	N/A	N/A	HOME IMPROVEMENT	N/A
80702432	BROWN LE	N/A	N/A	N/A	HOME IMPROVEMENT	N/A

80702442	I DE VIDAL HE	N/A	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80702444	I DE VIDAL HE	N/A	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80702446	I DE VIDAL HE	N/A	N/A	N/A	N/A	BV WRITTEN DOWN (UNSECURED)
80703003	TAYLOR JH	9250 RIDGE POST	SAN ANTONIO	TX	SFR	
80703004	JACKSON SL	9254 RIDGE POST	SAN ANTONIO	TX	SFR	
80703005	MENDOZA A	N/A	N/A	N/A	AUTO	
80703006	CENTENNIAL RESE	1755 TELSTAR DRIVE	CO SPRINGS	CO	OFFICE BUILDING	
80703013	HAQ INC	CHINNETT SQ. APARTMENTS	ATLANTA	GA	APARTMENTS	
80703015	XINIX INC	6920-99 WEST 16TH AVENUE	LAKEWOOD	CO	APARTMENTS	
80703017	SPEAKMAN JD	704 W. 21ST STREET	AUSTIN	TX	APARTMENTS	
80703019	SUPER X LIFT TR	6510 EAST 49TH AVENUE	COMMERCE CITY	CO	COMMERCIAL BUILDING	
80703020	DEMATTIA MA	4006 COBBLERS LANE	DALLAS	TX	SFR	
80703024	SPECIALTY RENTAL	16255 E. FOURTH AVENUE	AURORA	CO	COMMERCIAL BUILDING	
80703027	MULLER K	115 PLAZA DIRVE	KERRVILLE	TX	APARTMENTS	
80703029	GREENWOOD PROPERTY	6041 S. SYRACUSE WAY	DENVER	CO	OFFICE BUILDING	
80703030	NEGRON RA	204 ADMIRAL BENBOW	MCQUEENEY	TX	SFR	
80703031	BARTLEY AM	606 WEST LYNN #30-B	AUSTIN	TX	CONDO	
80703032	CLIFTON RL	117 LINDEN LANE	LAREDO	TX	SFR	
81600017	MENDES II	2919 CORPUS CHRISTI	LAREDO	TX	SFR	
81600022	TOOL U	2524 MONTGOMERY	LAREDO	TX	SFR	
81600034	MOHALES J	413 CENTURY CITY DR	LAREDO	TX	SFR	
81600054	BYRD JP	1218 MAIN ST	LAREDO	TX	SFR	
81600099	CORTEZ N	1420 DAVIS	LAREDO	TX	SFR	
81600153	DE ANDA J	2702 LAREDO	LAREDO	TX	SFR	
81600186	ALVAREZ T	122 N ESPANA	LAREDO	TX	SFR	
81600260	SOLIS Z	173 ARIZONA LOOP	LAREDO	TX	SFR	
81600263	RODRIGUEZ O	1001 CHAPARRAL	LAREDO	TX	SFR	
81600292	ARCE H	817 SAHLON	LAREDO	TX	SFR	
81600294	VASQUEZ JL	805 PALOMA	LAREDO	TX	SFR	
81600306	LIZARRAGA I	103 ILLINOIS	LAREDO	TX	SFR	
81600346	BENAVIDES CY	1420 HIDALGO	LAREDO	TX	SFR	
81600380	MADRIGAL GB	804 SAHLON	LAREDO	TX	SFR	
81600389	FLORES A	5508 SPRINGFIELD	LAREDO	TX	SFR	
81600402	TREVINO II	209 IDAHO	LAREDO	TX	SFR	
81600407	RAMOS A	STAR ROUTE BOX 32	DEVINE	TX	SFR	
81600438	GALLEGOS P	306 W SAN JOSE	LAREDO	TX	SFR	
81600447	GARCIA M	2712 CHACOTA	LAREDO	TX	SFR	
81600491	SHOTO RL	1602 MIER	LAREDO	TX	SFR	
81600503	JACKSON AG	207 RIDGE ROAD	LAREDO	TX	SFR	
81600553	MENDIOLA R	1701 GARFIELD	LAREDO	TX	SFR	
81600567	JACAMAN C	4801 GALLAGHER	LAREDO	TX	SFR	
81600570	BERLANGA H	201 LEHING	CORPUS CHRISTI	TX	SFR	
81600614	CHAMHERLAIN RK	1118 VILLA COURT	LAREDO	TX	SFR	
81600628	HERRERA A	308 NEBRASKA	LAREDO	TX	SFR	
81600637	GLADYS KEENE AC	3717 SAN BERNARDINO	LAREDO	TX	SFR	
81600654						
81600655	CARNES LD	1025 NW 86TH #1204	OK CITY	TX	CONDO	
81600657	REEVES D	1025 NW 86TH #1101	OK CITY	TX	CONDO	
81600673	VILLARREAL A	519 PLYMOUTH	LAREDO	TX	SFR	
81600701	OLIVER C	1025 NW 86TH #706	OK CITY	TX	CONDO	
81600730	WILLIAMS KL	1025 NW 86TH #1401	OK CITY	TX	CONDO	
81600739	CANALES JA	LAND IN CO & TX	TRAVIS COUNTY	TX	575 ACRES UNDEVELOPED LAND	
81600752	DUNN P	1025 NW 86TH #1507	OK CITY	TX	CONDO	
81600753	WILLIAMS C	284 SANDY OAKS DR	SEGUIN	TX	UNIMPROVED LOT	
81600753	VILLARREAL AE	2101 MUSSER	LAREDO	TX	SFR	

81600763	ESPINOZA J	\$43,050.21	1620 WASH/1107 MAIN	LAREDO	TX	SFR
81600800	GARRETT HL	\$105,051.87	117 WINDSOR ROAD	LAREDO	TX	SFR
81600845	FLONES L	\$339,398.82	115 WINDSOR	LAREDO	TX	SFR
81600851	FLONES L	\$161,703.05	115 WINDSOR	LAREDO	TX	SFR
81600852	FLONES L	\$295,770.26	115 WINDSOR	LAREDO	TX	SFR
81600862	MORRIGUEZ H	\$54,680.71	1606 WILDEROSE	LAREDO	TX	SFR
81600871	BAUGH CM	\$101,917.01	106 ROBINWOOD PLACE	SAN ANTONIO	TX	SFR
81600886	LEDESHA P	\$12,227.43	1419 TAYLOR	LAREDO	TX	SFR
81600894	MATHENIA DF	\$44,474.89	1025 NW 86TH U-1003	OK CITY	OK	CONDO
81600908	MENDIOLA B	\$12,638.64	1915 N CANADA	LAREDO	TX	CONDO
81600949	CHAPA JG	\$5,566.48	2104 LOGAN AVE	LAREDO	TX	SFR
81600987	HANCOCK RC	\$13,124.71	LOT 45 OAK HILLS	SEGUIN	TX	LOT
81601007	WILLIAMS JF	\$98,470.19	9211 PROCLAMATION	SAN ANTONIO	TX	SFR
81601008	CALDERON N	\$68,559.99	11532 BEAR PAW PATH	SAN ANTONIO	TX	SFR
81601036	EXCEL BANK	\$1,047.41	.903 ACRES	LAREDO	TX	AUTO PLAZA
81601107	DE LA GARZA P	\$33,703.93	715 WESTGATE	LAREDO	TX	SFR
81601108	VILLARREAL A	\$39,416.66	110 CENTURY DR	LAREDO	TX	SFR
81601112	R QUINTANILLA L	\$79,536.98	311 MANOR RD	LAREDO	TX	SFR
81601115	MCKINNY RE	\$32,353.42	3303 FROST	LAREDO	TX	SFR
81601119	BERGE HG	\$109,286.94	291 PIEDRA ROAD	PAGOSA SPRINGS	CO	TOWNHOUSE
81601121	NIED WT	\$57,007.02	15010 LEEWARD #205	CORPUS CHRISTI	TX	CONDO
81601122	WALLACE JB	\$6,388.50	101 ASPEN DRIVE	KERRVILLE	TX	SFR
81601133	MARTINEZ OR	\$76,594.54	510 SURREY	LAREDO	TX	SFR
81601134	SMITH LM	\$112,666.55	4800 NIXON LN	AUSTIN	TX	SFR
81601135	BARRENA FD	\$118,107.10	1707 LAN	LAREDO	TX	SFR
81601137	SAAVEDRA VM	\$67,466.04	1508 WILDEROSE	LAREDO	TX	SFR
81601138	MITCHELL CE	\$190,471.63	17707 VOSS RD	DALLAS	TX	SFR
81601143	FORD & FORD INV	\$57,221.26	1888 TONTO CIRCLE	PAGOSA SPRINGS	CO	SFR
81601144	FORD & FORD INV	\$52,413.06	1889 TONTO CIRCLE	PAGOSA SPRINGS	CO	SFR
81601153	MCKINNEY RE	\$82,318.26	3301 FROST	LAREDO	TX	SFR
81601155	ROTELLO LP	\$178,976.45	8714 PAISANO PASS	SAN ANTONIO	TX	SFR
81601157	HAGCO BUILDING	\$48,627.37	N/A	N/A	N/A	UNSECURED
81601160	HAGO BUILDING S	\$120,954.14	N/A	N/A	N/A	UNSECURED
81601161	JALIXO SY	\$33,086.94	2902 SAN EDUCERDO AVE	LAREDO	TX	SFR
81601162	AYRSHIRE JOINT	\$104,976.39	5033-5035 AYRSHIRE	SAN ANTONIO	TX	DUPLEX
81601163	AYSHIRE JOINT V	\$103,383.71	5049-5051 AYRSHIRE	SAN ANTONIO	TX	DUPLEX
81601164	GUTERRIEZ RP	\$84,905.70	7102 CLAREN CT	DALLAS	TX	SFR
81601165	GUTIERREZ RP	\$84,224.52	809 NORTHCREEK	LAREDO	TX	CONDO
81601166	GUTIERREZ RP	\$84,298.94	817 NORTHCREEK	LAREDO	TX	CONDO
81601167	HUDSON BD	\$42,976.36	11004 GRANBY CT	RESTON	VA	SFR
81601168	WILLIAMSON LJ	\$42,757.49	1025 NW 86TH #902	OK CITY	OK	CONDO
81602000	DICKEY F	\$54,216.72	110 CANDLEWOOD	LAREDO	TX	SFR
		\$48,057,882.09				

NOTE: Loan number 81600491 will be reduced to -0- as of the closing date.

Loan number 80703033 (Gastaldo) should be on the 11/30/91 schedule but was left off due to a class error in the loan system. The principal balance as of 11/30/91 was \$208,000, which is not included in the total above. This loan will be added to the schedule as of the closing date.

1310-02-116	LANSFORD-LEEWARD ISLES	\$56,958.49	15010 LEEWARD #101	CORPUS CHRISTI	TX	CONDO
1310-02-119	HAGCO 81-601152	\$23,776.05	LOT 11, BLK 2 LAS BRISAS	LAREDO	TX	SF LOT
1310-02-120	ROBINSON-WILLOW RUN	\$44,196.60	1025 NW 86TH #1511	OKLAHOMA CITY	OK	CONDO
1310-02-121	WHEATSTONE-WILLOW RUN	\$43,890.51	1025 NW 86TH #1506	OKLAHOMA CITY	OK	CONDO
1310-02-122	TRIGGS-WILLOW RUN	\$42,265.59	1025 NW 86TH #603	OKLAHOMA CITY	OK	CONDO
1310-02-129	VILLAGE @ EASTPOINTE	\$8,600,589.44	6333 N MESA DR	EL PASO	TX	117,971 SF RETAIL BUILDING
1310-02-131	BETHANY TECH	\$2,593,830.65	400 W DETHANY RD	ALLEN	TX	INDUSTRIAL
1310-02-133	STATE REALTY	\$1,924,999.93	WM CANNON DR & BLUFF SPRINGS	AUSTIN	TX	10.959 ACRES OF LAND
1310-02-134	RAY ELKHAIR	\$42,692.91	WILLOW RUN CONDO	OKLAHOMA CITY	OK	CONDO
1310-02-136	PAGOSA VISTA CONDOS	\$2,073,253.50	291 PIEDRA	PAGOSA SPRINGS	CO	CONDO
1310-02-139	MONROE HOMES	\$691,890.05	8 SFH LOTS	DENVER	CO	SFR
1310-02-142	MCKENZIE-PAGOSA UNIT	\$116,047.06	291 PIEDRA #1D	PAGOSA SPRINGS	CO	CONDO
1310-02-143	LINDHENG-PAGOSA UNIT	\$119,678.87	291 PIEDRA #1C	PAGOSA SPRINGS	CO	CONDO
1310-02-144	OXFORD GROUP	\$798,825.97	THOUSAND OAKS DR	SAN ANTONIO	TX	4.897 ACRES
1310-02-147	VWB	\$564,945.78	14 ACRES	TEMPLE	TX	COMMERCIAL LAND
1310-02-148	REGATTA LANDING	\$2,497,780.82	12200 & 12300 E CORNELL	AUKORA	CO	RETAIL
1310-02-153	VILLAGE AT GOLDEN	\$5,102,444.66	17700 S GOLDEN	GOLDEN	CO	RETAIL
1310-02-154	GILBERT HEALTH	\$1,271,133.57	201 W GUADALUPE	PHOENIX	AZ	OFFICE/MEDICAL
1310-02-156	ROBERT W RANDLE	\$15,443.29	L5, BJ HIGHLANDS RANCH	KERRYVILLE	TX	SF LOT
1310-02-158	ERNEST DE LA GARZA	\$4,166.71	LOT 10, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-159	TONY VILLALOBOS	\$11,838.63	LOT 43, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-160	EDMUND CAMPBELL	\$15,388.02	LOT 68, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-162	BANNETT CENTER	\$9,768,341.01	EARNEST BARRETT PKWY	HARIETTA	GA	DEVELOPED COMMERCIAL SITES
1310-02-163	GEORGE SCHARMEN	\$229,479.42	312 ENCINO	ALAMO HEIGHTS	TX	SFR
1310-02-164	EDWARD DAY	\$14,359.58	LOT 24, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-165	RAYMOND LEDESMA	\$14,914.80	LOT 23, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-167	SANCHEZ/MATAMOROS	\$14,712.75	LOT 29, OAK HILLS	SEGUIN	TX	SF LOT
1310-02-168	EAGLE RIDGE HARBOUR	\$577,031.86	CITY PARK ROAD	AUSTIN	TX	UNDEVELOPED LAND
1310-02-169	FRANKSON INC	\$47,152.83	8 SFH LOTS	SAN ANTONIO	TX	SFR LOTS
1310-02-170	W.S. INC.	\$472,593.02	CITY PARK ROAD	AUSTIN	TX	UNDEVELOPED LAND
1310-02-171	ALFREDO MORALES	\$57,274.46	121 HORIZON LOOP	LAREDO	TX	SFR
1310-02-172	AGUSTIN GUERRA, JR.	\$49,997.09	8707 AUGUSTA LOOP	LAREDO	TX	SFR
1310-02-174	FRANKSON INC	\$26,193.90	3434 TWINING	SAN ANTONIO	TX	SFR
1310-02-175	SHARAN CORP	\$1,004,995.42	BRITISH COMMONS SUB	SAN ANTONIO	TX	43.565 ACRES OF LAND
1310-02-176	GGG PROPERTIES	\$906,720.82	FM 1103	SEGUIN	TX	310.98 ACRES OF LAND
1310-02-177	LINDA ARIAS	\$38,306.69	6306 BIG VALLEY	SAN ANTONIO	TX	SFR
1310-02-179	TOMAS RODRIGUEZ	\$4,222.23	LOT 20, OAK HILLS	SEGUIN	TX	UNDEVELOPED LOTS
1310-02-180	DOUG CONNALLY	\$15,812.97	LOT 37, OAK HILLS	SEGUIN	TX	UNDEVELOPED LOTS
1310-02-181	FERNANDO PENA	\$22,275.95	2517 VILLA WAY #23D	LAREDO	TX	SFR
1310-02-182	WILEY LEE HURKS	\$16,226.05	LOT 28, OAK HILLS	SEGUIN	TX	UNDEVELOPED LOTS
1310-02-183	DAVID DE LA CRUZ	\$14,423.90	LOT 22, OAK HILLS	SEGUIN	TX	UNDEVELOPED LOTS
1310-02-184	JACKSON-WILLOW RUN	\$43,305.00	1025 NW 86TH #803	OKLAHOMA CITY	OK	CONDO
1310-02-185	AIKINS-WILLOW RUN	\$43,964.36	1025 NW 86TH #1510	OKLAHOMA CITY	OK	CONDO
1310-02-186	HASTINGS-WILLOW RUN	\$44,094.49	1025 NW 86TH #1405	OKLAHOMA CITY	OK	CONDO
1310-02-187	SCARBROUGH-WILLOW RUN	\$44,405.65	1025 NW 86TH #501	OKLAHOMA CITY	OK	CONDO
1310-02-188	POUNDER-WILLOW RUN	\$45,439.34	1025 NW 86TH #1203	OKLAHOMA CITY	OK	CONDO
1310-02-189	PLY-WILLOW RUN	\$46,642.67	1025 NW 86TH #1004	OKLAHOMA CITY	OK	CONDO
1310-02-190	BALDWIN-WILLOW RUN	\$45,168.86	1025 NW 86TH #604	OKLAHOMA CITY	OK	CONDO
1310-02-191	LANE-WILLOW RUN	\$44,082.66	1025 NW 86TH #1005	OKLAHOMA CITY	OK	CONDO
1310-02-192	C MATHEWIA-WILLOW RUN	\$44,238.04	1025 NW 86TH #1104	OKLAHOMA CITY	OK	CONDO
1310-02-193	S FIGGETT-WILLOW RUN	\$44,109.19	1025 NW 86TH #1102	OKLAHOMA CITY	OK	CONDO
1310-02-194	F MEDINA-SEGUIN	\$15,814.39	LOT 21, OAK HILLS	SEGUIN	TX	UNIMPROVED LOT
1310-02-195	L BARRY-WILLOW RUN	\$43,505.02	1025 NW 86TH #1202	OKLAHOMA CITY	OK	CONDO
1310-02-196	S HAYS-WILLOW RUN	\$39,063.16	1025 NW 86TH #1501	OKLAHOMA CITY	OK	CONDO
1310-02-197	A MURKIN-WILLOW RUN	\$43,900.43	1025 NW 86TH #1106	OKLAHOMA CITY	OK	CONDO
1310-02-197	WILLIAMSON-WILLOW RUN	\$44,705.81	1025 NW 86TH #1105	OKLAHOMA CITY	OK	CONDO

1160-1
1160-1

EXHIBIT E

Transferred Claims

TEL. 414-554-0208

Dec 17, 91 16:02 No.026 P.19

DEC 17

STYLE OF CASE

COUNSEL

91 Tesoro Financial Group, Inc.
Tesoro Savings and Loan Assoc.

District Court, El Paso County, Colorado

vs.
Balle, Allen L.
Davis, Graham & Stubbs
370 Seventeenth Street
Suite 4700
P.O. Box 185
Denver, CO 80202

17:12
Lorthchase Properties
Lorthchase Investments
Thomas B. Bailey III
J. Thomas Fay
S. B. Puryear
Business Address
Lodney Gray
David W. Atchison

17:12
Tesoro Financial Group, Inc.
Tesoro Savings and Loan Assoc.

U. S. Dist. Ct., Dist. of Colorado

vs.
Balle, Allen L.
Davis, Graham & Stubbs
370 Seventeenth Street
Suite 4700
P.O. Box 185
Denver, CO 80202

17:12
I.S.C. Joint Venture
Lorthchase Properties
Lorthchase Business Center Ltd
Lorthchase Investments
Lodney Gray
Thomas B. Bailey III
J. Thomas Fay
David W. Atchison
S. B. Puryear

17:12
Tesoro Financial Group, Inc.
Tesoro Savings and Loan Assoc.

District Court, Denver County, Colorado

vs.
Balle, Allen L.
Davis, Graham & Stubbs
370 Seventeenth Street
Suite 4700
Denver, CO 80202

17:12
Phase III Investors, Ltd.
Richard A. Merrill
Steven L. Austin
Lloyd Edwards
Victoria J. Pomagales
Leslie B. Edwards
David M. Boyd

17:12
Tesoro Savings and Loan Assoc.

District Court, Denver County, Colorado

vs.
Guaranty Holding Corporation
Pacific Court, Ltd.
Thomas Black
Balle, Allen L.
Davis, Graham & Stubbs
370 Seventeenth Street
Suite 4700
Denver, CO 80202

17:12
Tesoro Savings and Loan Assoc.

U. S. Dist. Ct., Southern Dist., Laredo Div.

vs.
Enille Jacman
Jesse Jacman
171/2 Jags Land Company
Barto, Carl
Law Office of Carl Barte
1115 Plaza Tower, Eighth Floor
600 San Bernardo Ave.
P. O. Box 1260
Laredo, TX 78042

STYLE OF CASE

COUNSEL

17:12
Tesoro Savings and Loan Assoc.

111th District Court, Webb County, Texas

vs.
Donald B. Waller
Reas T. Callard
Doyle E. Lunsford
Judy K. West
S. B. Puryear
William T. Wied

Barto, Carl
Law Office of Carl Barte
1115 Plaza Tower, Eighth Floor
600 San Bernardo Ave.
P. O. Box 1260
Laredo, TX 78042

17:12
Tesoro Savings and Loan Assoc.

111th Judicial District, Webb County, Texas

vs.
Solph L. Cook
T. Richard Clauer
Terry Urbick
John Cross
J. B. Taylor

Barto, Carl
Law Office of Carl Barte
1115 Plaza Tower Eighth Floor
600 San Bernardo Ave.
P. O. Box 1260
Laredo, TX 78042

17:12
Tesoro Savings and Loan Assoc.

U. S. Dist. Ct., Southern Dist., Laredo Div., Texas

vs.
Gold Park Development
Partnership
Percy Board
Randall E. Bousright
Alan Richard Braid
David M. Broadtens
Robert M. Broadtens
Guy O. Bousleian
Jan M. Barrett

Brought, Gerald
Martin, Brought & Torres
2506 Interfirst Plaza
300 Covenant Street
San Antonio, TX 78205

17:12
Tesoro Savings and Loan Assoc.

45th District Court, Bexar County, Texas

vs.
Bridgeport Partners
Joint Venture
Clinton Palmer
Joseph Connies
Robert Stokes
Edward Rothenberg
Richard Label
David L. Mann
Michael Wick

Porter, Richard
Richard Porter & Associates
1301 Lockland, Suite 200
Houston, TX 77002

17:12
Tesoro Savings and Loan Assoc.

U. S. Dist. Ct., Southern Dist., Laredo Div.

vs.
Nicholas K. Krall
George Zapalas
Robert E. Teach

Camposola, Ted
Oppenheimer, Rosenberg, Kellner & Whistley
711 Maverick
Eighth Floor
San Antonio, TX 78205

214 954

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AMERICITY FEDERAL

TEL: 214-954-0208

17.91 16:02 No.026 P.20

DEC 17 '91 17:12

FILE OF CASE	COUNCIL	STUD OF CASE	COUNCIL
Merichy Federal Savings Bank Nicholas K. Kralj James B. Kralj	331ST District Court, Travis County, Texas Campagna, Ted Oppenheimer, Rosenberg, Kellacher & Wheatley 711 Maverick Sixth Floor San Antonio, TX 78205	Morris E. White, Jr. Jeanette M. White vs. Texas Savings and Loan Assoc.	Crozier, Richard Page & Anderson, P.C. 106 Congress Avenue Suite 910 Austin, TX 78701
Charles K. Kralj Texas Savings and Loan Assoc. Twin Cities	U. S. Dist. Ct., Western Dist., Austin Div. Campagna, Ted Oppenheimer, Rosenberg, Kellacher & Wheatley 711 Maverick Sixth Floor San Antonio, TX 78205	vs. Rexie B. Delaponte	U.S. District Court District of Colorado Petrie, Andrew J. Kirkland & Ellis 1000 Broadway 40th Floor Denver, CO 80202
Texas Savings and Loan Assoc. Lloyd M. Claycomb Wren A. Claycomb et al.	Superior Court of Arizona, Maricopa County Belt, Cathy Linda and Ross 60 North Central Phoenix, AZ 85004	vs. Philip B. Lunnan et al	U.S. District Court, District of Colorado Petrie, Andrew J. Kirkland & Ellis 1000 Broadway 40th Floor Denver, CO 80202
Texas Savings and Loan Assoc. Jis Morales	11th District Court, Webb County, Texas Barto, Carl Law Office of Carl Barto P. O. Box 1240 128 Plaza Texas Eighth Floor 600 San Bernardo Ave. Laredo, TX 78042	J. Cochran, Jr. Trust Roy M. Curry M.D. vs. Texas Savings & Loan Assoc. Marbank Texas, Ltd	243 Dist. Ct., El Paso County, Texas McIntyre, James Mayfield & Perrenet 5th floor First City National Bank Bldg. El Paso, TX 79901
Texas Savings and Loan Assoc. Bigh Cook Richard Clower Jis Morales Taylor, Individually and Corporation	U.S. Dist. Ct., Southern Dist., Laredo Div., Texas Barto, Carl Law Office of Carl Barto P. O. Box 1240 128 Plaza Texas Eighth Floor 600 San Bernardo Ave. Laredo, TX 78042	G.J.J., Ltd. vs. Texas Savings & Loan Assoc.	U.S. Dist. Ct., S.D., Tex. Laredo Division Campagna, Ted Oppenheimer, Rosenberg, Kellacher & Wheatley 711 Maverick Sixth Floor San Antonio, TX 78205
Dean Real Estate Commitments, Inc. Jis Morales Jis Morales Texas Savings and Loan Assoc. Interviewer	U.S. District Court, Western District, El Paso Division Madsen, Linda Lynch, Chappell & Aloup The Summit Suite 700 300 North Marlenfeld Midland, TX 79701	vs. William L. Hubbard, Jr.	49th Judicial District Court, Webb County, Texas Barto, Carl M. Law Office of Carl M. Barto 600 San Bernardo Ave. Sixth Floor Laredo, TX 78042
Financial Benchmark, Inc.	U. S. Dist. Ct., Western Dist., San Antonio Div.	Ray Morris	U.S. Dist. Ct. Eastern Dist. of Tex. Tyler Division

AMERICAN FEDERAL

TEL: 214-954-0208

Dec 17, 91 16:02 No.026 P.22

DEC 17 '91 17:13

Bank vs. Dan Parnas	Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	COURT/ COUNSEL
Americity Federal Savings Bank vs. SLS Development Corp., A. Solo Smith, Richard K. Lebetter Joe B. Barnes, County Treasurer & Board of County Commissioners of Oklahoma City	District Court of Oklahoma County, State of Oklahoma Collins, William F. Socialland, Collins, Bailey & Bollingdon 11th Floor Concord Building Oklahoma City, TX 73102	
In Re Centennial Research Associates, better vs.	U.S. Mag. Ct., District of Colorado Prest, David B. Belthart, Steven, Van Buren, Morris & Hisselbach 7400 East Union Avenue Suite 400 Denver, CO 80237	
Americity Federal Savings Bank vs. Grader Street Joint Venture Henry M. Hill, Jr. William M. Roberts III Gary Lindsey Harry Jones Gordon S. Foster, Jr. James Deller	142nd Judicial District Court, Dallas County, Texas Utiam, Jackson B. Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. A-2 Investments, A. L. Rodriguez, Jr. and John B. Wallace	265th Judicial District Court of Tarrant County, Texas Crosier, Richard Page & Addison, P.C. 100 Congress Avenue Suite 950 Austin, TX 78767	
Americity Federal Savings Bank vs. Bethany Tech Center Associates Ltd., Bethany Tech Center Company Ltd., Grady Jordan, Jr. and Graham A. Gardner	219th District Court, Collin County, Texas Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. Calstuside-Mill Joint Venture, Gary Gordon Calstuside and	150th District Court, Tarrant County, Texas Lehtola, Patricia Page & Addison, P.C.	

Ponds Calstuside	14451 Dallas Parkway Suite 700 Dallas, TX 75248	COURT/ COUNSEL
Americity Federal Savings Bank vs. Javier Trevino	31st Judicial District Court, Webb County, Texas Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. Frankson, Inc., Francisco Morans, Jr., and Francisco Morans, Jr.	20th District Court, Bexar County, Texas Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. Exponent-Louis Properties, et al.	73rd Judicial District Court, Bexar County, Texas Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. A. Charles Rabinowitz, M. D., and Christopher Kapachy, M. D.	73rd District Court of Bexar County, Texas Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. Computer Realty and A. Echols	37th District Court Lehtola, Patricia Page & Addison, P.C. 14451 Dallas Parkway Suite 700 Dallas, TX 75248	
Americity Federal Savings Bank vs. Good House Joint Venture, Charles E. Platt, Jr. and Robert L. Vickers	250th District Court of Travis County, Texas Crosier, Richard L. Page & Addison, P.C. 100 Congress Avenue Suite 950 Austin, TX 78767	

214 954 0208 PAGE.022

DEC 17 '91 17:14

FILE OF CASE	COURT/ COUNSEL	FILE OF CASE	COURT/ COUNSEL
merisley Federal Savings Bank vs. an L. Kleming	District Court, Adams County, Colorado Pech, David B. Reinhart, Boerner, Van Buren, Morris & Stoenbeck 7000 East Union Avenue Suite 400 Denver, CO 80237	merisley Federal Savings Bank vs. David A. Norton	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249
merisley Federal Savings Bank	65th Judicial District Court, Bexar County, Texas Cruiser, Richard Page & Addison, P.C. 100 Congress Avenue Suite 910 Austin, TX 78701	merisley Federal Savings Bank vs. Dist. Ct., Archuleta Co., Colorado	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249
merisley Federal Savings Bank	10th District Court, Bell County, Texas Cruiser, Richard Page & Addison, P.C. 100 Congress Avenue Suite 910 Austin, TX 78701	merisley Federal Savings Bank vs. Dist. Ct., Bexar County, Texas	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249
merisley Federal Savings Bank	District Court within and for Oklahoma County, Et. of Okla. Dallas, Ill, William F. McClelland, Collins, Bailey, Bailey & Hollington 13 North Robinson Ave. 11th Floor - Colcord Bldg. Oklahoma City, OK 73102	merisley Federal Savings Bank vs. Dist. Ct., Bexar County, Texas	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249
merisley Federal Savings Bank vs. Ingraved LTD., a Texas limited partnership, A. W. John III, and Eric J. Hinsinger	20th Judicial District Court, Bexar County, Texas Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249	merisley Federal Savings Bank vs. Dist. Ct., Bexar County, Texas	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249
merisley Federal Savings Bank vs. Charles Berchard and Colita Berchard	19th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway	merisley Federal Savings Bank vs. Dist. Ct., Bexar County, Texas	111th District Court Lehtola, Patricia Page & Addison, P.C. 1451 Dallas Parkway Suite 700 Dallas, TX 75249

214 954 0208 PAGE.023

Dec 17.91 16:02 No.026 P.23

R02U-4CF-417 121

STYLE OF CASE

COURT/
COUNSEL

Americity Federal Savings Bank
vs.
Morris E. White, Jr.

131st District Court, Bexar County, Texas

Crozier, Richard
Page & Addison, P.C.
100 Congress Avenue
Suite 950
Austin, TX 78767

aneshjou Shrum, Inc.
B.
mericity Federal Savings
Bank and David W. Tomak

167th District Court, Travis County, Texas

Kommern, Richard
Page & Addison, P.C.
100 Congress Avenue
Suite 950
Austin, TX 78767

se F. Gray, et al.
B.
mericity Federal Savings
Bank

250th District Court, Travis County, Texas

Kommern, Richard
Page & Addison, P.C.
100 Congress Avenue
Suite 950
Austin, TX 78767

soro Financial Group, Inc.
B.
haden & Schaden East, Inc.

Denver District Court

Pavak, David B.
Reinhart, Boerner, Van Duren, Morris & Kleenbach
7800 East Union Avenue
Suite 650
Denver, CO 80237

Re: LSI Homes, Inc. and
Ervin Starnes

U.S. Bkcy. Ct., Southern Dist. of Tx. Larado Division

Echols, Darlene
Page & Addison, P.C.
100 Congress Avenue
Suite 950
Austin, TX 78701

Re: OJZ, Inc.

In the United States Bankruptcy Court, Southern District

Kommern, Richard
Page & Addison, P.C.
100 Congress Avenue
Suite 950
Austin, TX 78701

FDIC

Federal Deposit Insurance Corporation
One Dallas Center
380 N. St. Paul
Dallas, TX 75201

June 1, 2001

Mr. Steve Morris
P. O. Box 3208
Brentwood, Tennessee 37027

Subject: 7679 - Americity
Dallas, Texas
Gold Park Development
Loan Number 7679-00432008-1

Dear Mr. Morris:

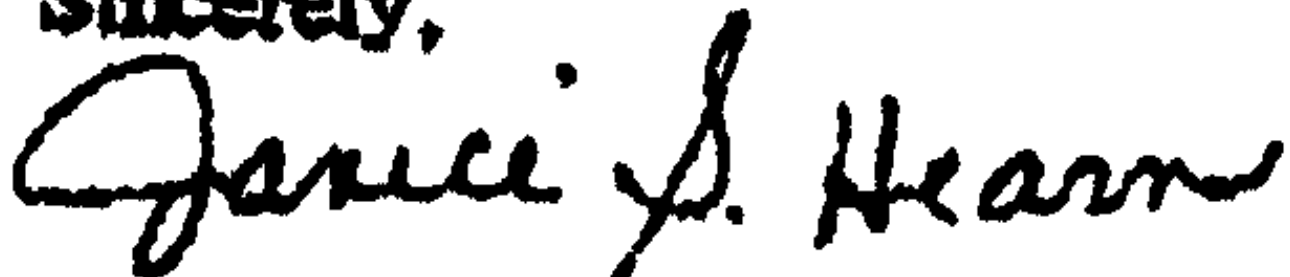
As per our phone conversation of Thursday, May 31, 2001, the following identifies the chronology of the referenced loan for which you are identified as a co-borrower:

Americity of Dallas, Texas failed November 21, 1991, and the Federal Deposit Insurance Corporation (FDIC) was appointed Receiver. The Gold Park Development mortgage loan number 7679-00392988-1 was established on the FDIC's system of record effective December 18, 1991, with a principal balance of \$2,035,056.93. Our records indicate that the original amount of this obligation was \$5,100,000.

On May 18, 1995, the Gold Park Development mortgage loan number 7679-00392988-1 was transferred to a general ledger code 46 - Judgement. The new loan number assigned was 7679-00432008-1. The Judgement was established with a principal balance of \$2,169,505.20. This Judgement was written off the FDIC's system of record August 2, 1995, in accordance with FDIC case number 4500668195AML.

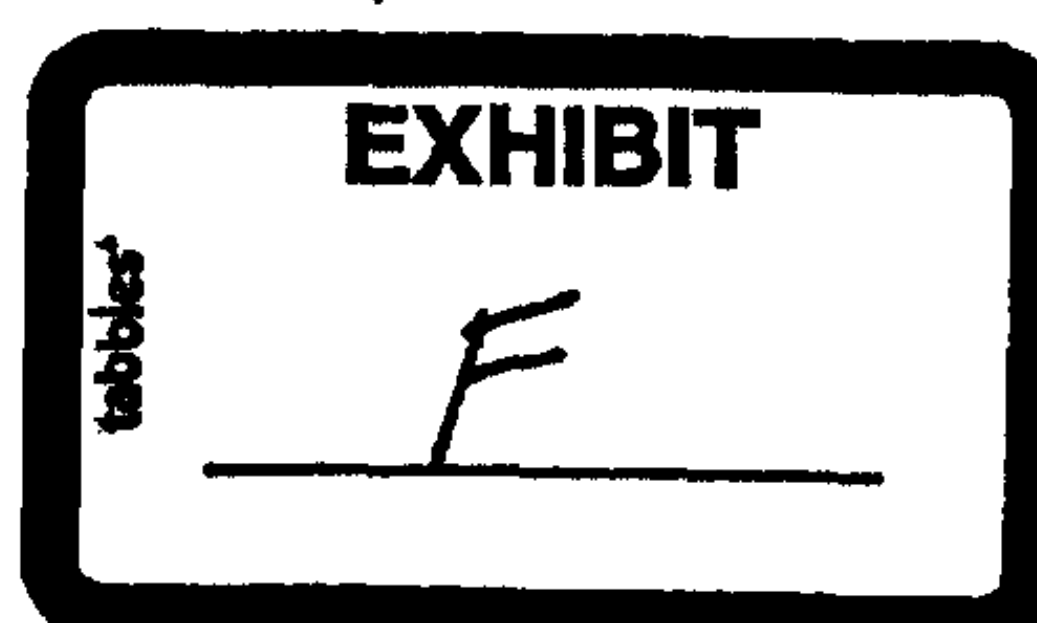
It is my hope that this information meets your needs. Should you have additional questions or concerns, please feel free to contact me at the above address or 800-254-1620. Thank you.

Sincerely,



Janice S. Hearn
Financial Management Analyst
Accounting and Reporting Branch

TOTAL P. 02



06/04/2001 01:06 12

PAGE 02

FDIC - Division of Finance
Field Finance Center
Fax: (972) 761-3524

fax t r a n s m i t t a l

to: Steve Morriss

fax no: 615 549 9346

from: Janice S. Hearn

date: June 4, 2001

re: Gold Park Development

pages: 3

NOTES:

Mr. Morriss,

Here are a couple of print screens from our mainframe. The screens show the original amount of the mortgage loan and the original judgement terms. The judgement print screen references the original mortgage loan in the "historical loan numbers" field. This is how we cross reference rebooked loans.

Please let me know if you have additional questions or concerns. ☺

JHearn

EXHIBIT

tabbles
G

06/04/2001 01:06 12

PAGE 03

Page: 1 Document Name: untitled

LCDS 0 CLS FDIC GENL INQ CONT'D 06-04-01 10.23.28
 LCDS CO 200 OP UM3 MS 10004 INQUIRY SUCCESSFUL
 ACTION INQ (INQ, NXT, NXE) PF2 TO ACCESS LGEN
 PRODUCT CLS LOAN NUMBER 07679-00392988-1 NAME GOLD PARK DEVELOPMENT

ORIG NOTE DTE 12-27-84
 ORIG TERM 18
 ORIG MAT DTE 06-27-86
 ORIG AMOUNT 5,100,000.00
 ORIG INT RATE 12.500000

CHARGE OFF DTE
 PRE TNFR ASSET TYPE 044
 PRE TNFR ASSET STATUS

BILLING: PERIOD M FREQUENCY 1
 METHOD S SCHED TYPE MAT

SOL DTE 04-28-99
 JUDG EXP DTE
 LOAN SUB-STATUS 06
 LOAN SUB-STATUS DTE 05-11-95
 REF PURP

SITE UTILITY INFORMATION LOAN CLASS
 -- HISTORICAL LOAN NUMBERS -- NNT
 TYPE

METHOD / BASE 365 / 365
 EXTENDED / MODIFIED
 FROM EXTERNAL SERVICER
 TO EXTERNAL SERVIDER
 LST NON MON DTE 05-11-95

43205GOLDPA0

----- L E X I M E S S A G E S B E L O W (NXE FOR NEXT) -----

DATE DESCRIPTION 1
 NUMB 0 DESCRIPTION 2

Date: 6/4/01 Time: 9:23:37 AM

TOTAL P.03

06/04/2001, 01:06 -- 12

PAGE 04

Page: 1 Document Name: untitled

LCDS 0 CLS PDIC GENL INQ CONT'D 06-04-01 10.16.54
 LCDS CO 200 OP UM3 MS 10004 INQUIRY SUCCESSFUL
 ACTION INQ (INQ, NXT, NXE) PF2 TO ACCESS LGEN
 PRODUCT CLS LOAN NUMBER 07679-00432008-1 NAME GOLD PARK DEVELOPMENT

ORIG NOTE DTE 06-23-93
 ORIG TERM 1
 ORIG MAT DTE 106-23-03
 ORIG AMOUNT 2,169,505.20
 ORIG INT RATE .000001

CHARGE OFF DTE
 PRE TNFR ASSET TYPE 046
 PRE TNFR ASSET STATUS

BILLING: PERIOD M FREQUENCY 1
 METHOD S SCHED TYPE MAT

SOL DTE
 JUDG EXP DTE 106-23-03
 LOAN SUB-STATUS 06
 LOAN SUB-STATUS DTE 05-18-95
 REF PURP

SITE UTILITY INFORMATION LOAN CLASS

-- HISTORICAL LOAN NUMBERS -- TYPE
 7679003929881 R

METHOD / BASE 365 / 365
 EXTENDED / MODIFIED
 FROM EXTERNAL SERVICER
 TO EXTERNAL SERVIDER
 LST NON MON DTE 05-30-95

43205GOLDPA1

----- L E X I M E S S A G E S B E L O W (NXE FOR NEXT) -----

DATE 05-30-95 DESCRIPTION 1 INT ACCRUAL OF 3.54% PER JUDGEMENT.
 NUMB 1 DESCRIPTION 2

Date: 6/4/01 Time: 9:21:21 AM

