Prepared by:

Glast, Phillips & Murray, P.C.
220 0 One Galleria Tower
13355 Noel Road
Dallas, Texas 75240

Party responsible for payment of property taxes:
David G. Chandler
Chandler Real Estate, Inc.
908 Broadway
Bowling Green, Kentucky 42101

Davidson County DEEDWARR
Recvd: 12/21/00 16:23 8pgs
Fees:35.00 Taxes:925.00
20001221-0125468

Tax Parcel Identification Number:
Map 70-16, Parcel 2 (part of)

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

AMERICAN REALTY TRUST, a Georgia corporation (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by DAVID G. CHANDLER (the "Grantee"), whose address is 908 Broadway, Bowling Green Kentucky 42101, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain tract of land (the "Land") situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes; together with all of Grantor's right, title and interest in and to the rights and appurtenances pertaining solely to such Land, including any right, title and interest of Grantor in and to the centerline of adjacent roads, streets, alleys or rights-of-way to the extent (but only to the extent) that the same relate to the Land, but specifically excluding from the interests conveyed to Grantee hereunder, Grantor's rights, title and interests in and to such rights and appurtenances to the extent they relate to other properties adjacent to, contiguous with or in close proximity to the Land (all of such Land, rights and appurtenances being hereinafter collectively referred to as the "Property").

This conveyance and warranties herein contained is made subject, however, to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and subject, however, as aforesaid.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE AGREES THAT IT HAS TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE HAS DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED TO OR FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

There having been a proration of ad valorem taxes and assessments applicable to the Property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all ad valorem taxes and assessments assessed against the above-described property for 2000 and all subsequent years and further agree to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however, to reproration pursuant to a separate written agreement.

The use of the Property shall be limited to general office purposes.

EXECUTED this 19th day of December, 2000.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: Lori B. Lowderman
Name: Lori B. Lowderman
Title: Vice President

WITNESS:

Date: 12-19-2000

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on Dec. 19, 2000 by Lori B. Lowderman, Vice President of AMERICAN REALTY TRUST, INC., a Georgia corporation, on behalf of such corporation.

Lori Lee Burgin
NOTARY PUBLIC IN AND FOR
THE STATE OF TX

My Commission Expires:
11/12/01

Lori Lee Burgin
(Printed Name of Notary)

THE STATE OF Tennessee

COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

James M. Jacheyn
Affiant

SUBSCRIBED AND SWORN TO before me on this 20 day of December, 2000.

Rudolph K. Bynum
NOTARY PUBLIC IN AND FOR
THE STATE OF Tennessee

My Commission Expires:

06-2-02

Audrey K. Tyler
(Printed Name of Notary)

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

Surveyor's Description
Tract 8D-1

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the east side of Venture Circle, being property conveyed to American Realty Trust, by deed of record in Book 11503, Page 900, R.O.D.C., And being Lot 8D-1 on the plat of Resubdivision of Metrocenter Tract 8D as of record in instrument No. 20001026-0106282, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the centerline of Venture Circle approximately 335± feet northeast of the centerline intersection of Venture Circle and French Landing Drive;

THENCE, along said centerline N 40° 31' 00" E, 77.86 feet to a point, the beginning of a curve to the right;

THENCE, along said curve 151.43 feet to a point, said curve having a central angle of 86° 45' 52", a radius of 100.00 feet, a tangent of 94.51 feet, and a chord of N 83° 53' 56" E, 137.37 feet;

THENCE, continuing with said centerline and a curve to the right, 85.78 feet to a point, said curve having a central angle of 07° 07' 23", a radius of 690.00 feet, a tangent of 42.95 feet, and a chord of S 49° 02' 26" E, 85.73;

THENCE, leaving said centerline along the common lot line of said lots 8D-1 and 8D-2 S 51° 29' 56" W, 201.72 feet to a point on the northerly line of Lot 8E Metrocenter Holdings, Inc., as of record in Book 8321, Page 668, R.O.D.C.,

THENCE, along said northerly line of Metrocenter Holdings, Inc. of record in Book 8321, Page 668, R.O.D.C., N 41° 10' 00" W, 143.15 feet to the point of beginning.

Containing 28,386 square feet or 0.65 acre, more or less.

Barge, Waggoner, Sumner and Cannon, Inc.
File 27240-00
December 18, 2000
Rev. December 19, 2000

Surveyor's Description
Tract 8D-2

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the east side of Venture Circle, being property conveyed to American Realty Trust, by deed of record in Book 11503, Page 900, R.O.D.C., and being Lot 8D-2 on the plat of Resubdivision of Metrocenter Tract 8D as of record in instrument No. 20001026-0106282, R.O.D.C., and being more particularly described as follows:

COMMENCING, at a point in the centerline of Venture Circle approximately 335± feet northeast of the centerline intersection of Venture Circle and French Landing Drive;

THENCE, along said centerline N 40° 31' 00" E, 77.86 feet to a point, the beginning of a curve to the right;

THENCE, along said curve 151.43 feet to a point, said curve having a central angle of 86° 45' 52", a radius of 100.00 feet, a tangent of 94.51 feet, and a chord of N 83° 53' 56" E, 137.37 feet;

THENCE, along a curve to the right 85.78 feet to a point, said curve having a central angle of 07° 07' 23", a radius of 690.00 feet, a tangent of 42.95 feet, and a chord of S 49° 02' 26" E, 85.73 to true point of beginning of the herein described parcel;

THENCE, continuing with said centerline along said curve 147.39 feet to a point, said curve having a central angle of 12° 14' 20", a radius of 690.00 feet, a tangent of 73.98 feet, and a chord of S 39° 32' 53" E, 147.11

THENCE, leaving said centerline along the northwesterly line of property conveyed to Southern Productions, Inc. of record in Book 7148, Page 568, R.O.D.C., S 54° 30' 00" W, 198.31feet to a point;

THENCE, along said northerly line of Metrocenter Holdings, Inc. of record in Book 8321, Page 668, R.O.D.C., N 41° 10' 00" W, 136.85 feet to the common lot line of said lot 8D-1 and 8D-2;

THENCE, with said common line N 51° 29' 56" E, 201.72 feet to the true point of beginning.

Containing 28,723 square feet or 0.66 acre, more or less.

Barge, Waggoner, Sumner and Cannon, Inc.
File 27240-00
December 18, 2000
Rev. December 19, 2000

Tracts 8D-1 and 8D-2 being part of the property conveyed to American Realty Trust, Inc. by Special Warranty Deed from SunTrust Bank, Inc. of record in Book 11503, page 900, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

1. Taxes, charges and assessments for the year 2000 and subsequent years.

2. Matters shown on Plans of record in Plat Book 9700, page 921, and Instrument Number 20001026-0106282, Register's Office of Davidson County, Tennessee.

3. Restrictive Covenants in favor of MetroCenter Properties recorded in Book 5242, page 389, as amended in Book 5792, page 787 and Book 7012, page 61, said Register's Office.

4. Restrictive Covenants in favor of Arby's, Inc. recorded in Book 9382, page 56, said Register's Office.

5. Restrictive Covenants in favor of Taco Bell Corp. of record in Book 9420, page 176, said Register's Office.

6. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Book 7487, page 952, as amended in Book 10602, page 499, said Register's Office.

7. Terms, conditions, easements, rights and liens as set forth in The Master Deed of record in Book 5026, page 783, as amended in Book 5035, page 967, said Register's Office.

8. Common Access and Utility Easement (Venture Circle, a private road) of record in Book 7900, page 116, said Register's Office, as shown on survey.

9. Amendment to Protective Covenants and Waiver of Repurchase Right for MetroCenter Tracts of record in Book 11503, page 607, said Register's Office.