Prepared by:
Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road
Dallas, Texas 75240

Party responsible for payment of property taxes:
Paul M. Ziady
4113 Helena Bay Court
Hermitage, Tennessee 37076

Tax Parcel Identification Number:
Map 81-4, Parcel 231

Davidson County DEEDWARR
Recvd: 10/16/02 14:21 7pgs
Fees:38.00 Taxes:518.00
20021016-0127310

SPECIAL WARRANTY DEED

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

AMERICAN REALTY TRUST, Inc., 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 PAUL M. ZIADY, Individually, and SALEM A. GHANEM and CLAUDE S. GHANEM, Husband and Wife (collectively, the "Grantees"), whose addresses are 4113 Helena Bay Court, Hermitage, Tennessee 37076, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto PAUL M. ZIADY, to the extent of an undivided 50% interest therein, and unto SALEM A. GHANEM and CLAUDE S. GHANEM, to the extent of an undivided 50% interest therein, 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 Grantees 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 Grantees, and Grantees' 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 Grantees and Grantees' 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. GRANTEES AGREE THAT WITH RESPECT TO THE PROPERTY, GRANTEES HAVE NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEES HAVE 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 GRANTEES' INSPECTIONS AND INVESTIGATIONS. GRANTEES AGREE THAT THEY HAVE TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEES HAVE DEEMED NECESSARY TO SATISFY THEMSELVES 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. GRANTEES ACKNOWLEDGE AND AGREE THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEES AND GRANTEES ARE 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 Grantees, by their acceptance hereof, Grantees hereby assume and agrees to pay all ad valorem taxes and assessments assessed against the above-described property for 2002 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.

EXECUTED this 14 day of October, 2002.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Name: HENRY A. BUTLER
Title: VICE PRESIDENT

WITNESS:

_____
Date: 10-14-02

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Melissa J. Benton, a Notary Public in and for said County and State, personally appeared Henry A. Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of AMERICAN REALTY TRUST, INC., the within bargainor, a Georgia corporation, and that he as such Henry A Butler executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at Office in Dallas, Texas this 14 day of October, 2002.

_____
NOTARY PUBLIC

My Commission Expires:
8-29-02

MELISSA J BENTON
(Printed Name of Notary)

MELISSA J. BENTON
Notary Public, State of Texas
My Commission Expires
August 29, 2005

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer, is $ 140,000.00 .

AFFIANT

Sworn to and subscribed before me this 14 day of October, 2002.

NOTARY PUBLIC

My Commission Expires:
8-29-05

MELISSA J BENTON
(Printed Name of Notary)

MELISSA J. BENTON
Notary Public, State of Texas
My Commission Expires
August 29, 2005

EXHIBIT A

PROPERTY DESCRIPTION

Tract 21B Lot 5

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located at the southwest corner of the intersection of Vantage Way and French Landing Drive and being property conveyed to MetroCenter Holdings, Inc., by deeds of record in Book 8321, Page 668, R.O.D.C., being Lot No. 5, on the Second Resubdivision Lot 2, MetroCenter Tract 21-B, of record in Book 7900, page 724, said Register's Office, and being more particularly described as follows:

BEGINNING at an iron rod in the westerly right-of-way line of French Landing Drive at the southeast corner of the subdivision plat of the resubdivision of Lot 2 MetroCenter 21B of record in Plat Book 7900, Page 724, R.O.D.C., said point also being approximately 350 feet southeast of the intersection of Vantage Way and French Landing Drive;

THENCE, along the northerly line of property conveyed to RTM Development Company of record in Book 10511, Page 861, R.O.D.C., S 87° 59' 34" W, 262.99 feet to a PK nail in the easterly right-of-way line of MetroCenter Boulevard, and the beginning of a curve to the left;

THENCE, with said curve along the easterly line of said right-of-way, 120.51 feet to a point, said curve having a central angle of 05° 12' 22", a radius of 1,326.24 feet, a tangent of 60.30 feet, and a chord of N 11° 37' 00" W 120.47 feet;

THENCE, along the southerly and easterly lines of property conveyed to the Krystal Company of record in Book 8874, Page 418, R.O.D.C., the following calls:

S 89° 40' 45" E, 243.76 feet to a point,

N 00° 19' 15" E, 10.00 feet to a point,

N 29° 40' 45" W, 22.71 feet to a point,

N 81° 13' 50" E, 48.99 feet to a point,

N 08° 46' 10" W, 71.89 feet to a point, and the beginning of a curve to the left;

THENCE, with said line, along said curve 78.23 feet to a point, said curve having a central angle of 52° 44' 02", a radius of 85.00 feet, a tangent of 42.13 feet, and a chord of N 35° 08' 18" W, 75.50 feet;

THENCE, continuing along said line N 61° 30' 25" W, 47.02 feet to a point in the southerly right-of-way of Vantage Way, and the beginning of a curve to the right;

THENCE, with said right-of-way line along said curve 91.55 feet to an iron rod, said curve having a central angle of 02° 20' 22", a radius of 2,242.00 feet, a tangent of 45.78 feet, and a chord of S 85° 17' 53" E, 91.54 feet; and the beginning of a curve to the right;

THENCE, with said right-of-way line along said curve 102.69 feet to an iron rod in the westerly right-of-way of French Landing Drive said curve having a central angle of 98° 03' 55", a radius of 60.00 feet, a tangent of 69.10 feet, and a chord of S 34° 58' 13"E, 90.61 feet;

THENCE, with said right-of-way S 14° 40' 44" W, 93.62 feet to an iron rod, and the beginning of a curve to the left;

THENCE, with said right-of-way line along said curve 129.04 feet to the point of beginning, said curve having a central angle of 13° 38' 28", a radius of 542.00 feet, a tangent of 64.83 feet, and a chord of S 07° 51' 30" W, 120.47 feet.

Described according to a survey prepared May 25, 1999, by Wendell H. Talley, Sr., License No. 785, Barge, Waggoner, Sumner and Cannon, Inc.

Together with Ingress/Egress Easements or right to use same or license use of same reserved in Book 8953, page 739, as amended in Book 8970, page 758, Book 8874, page 418, and Book 9382, page 50, Book 8932, page 394, as modified by Book 9453, page 810, Register's Office for Davidson County, Tennessee, and Reservation of Landscape Easement in Book 8874, page 418, said Register's Office.

Containing 42,563 square feet or 0.98 acres, more or less.

Being a portion of the same property conveyed to American Realty Trust, Inc., a Georgia corporation by deed from SunTrust Banks, Inc., a Georgia corporation of record in Book 11503, Page 900, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

1. Taxes for the year 2002, and subsequent years.

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

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

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

5. 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, in favor of MetroCenter Improvements Association.

6. 20 foot Sanitary Force Main Easement to the City of Nashville, of record in Book 2634, page 124, said Register's Office.

7. Sewer Easement carrying an eight inch force main of record in Book 4771, page 27, said Register's Office.

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

9. Declaration of Restrictions of record in Book 5347, page 88, said Register's Office, in favor of Exxon Corporation.

10. Subject to all matters shown on the Plan of record in Book 7900, page 724, Register's Office for Davidson County, Tennessee.

11. Easements for Slope Easement, Vehicular and Pedestrian, Traffic and the rights to construct, maintain and repair same, a 20 foot sanitary sewer easement and the right to construct, maintain and repair an 8 inch sanitary sewer line as set out in Book 8874, page 418, said Register's Office.

12. Declaration of Minimum Setback Lines of record in Book 8874, page 430, said Register's Office, which benefit Lot 1, MetroCenter Tract 21-A, in Book 7900, page 504, said Register's Office.

13. Nashville Electric Service Easement along the margin of French Landing Drive, of record in Book 5499, page 689, Register's Office for Davidson County, Tennessee.