Davidson County DEEDWARR
Recvd: 11/13/02 15:36 6pgs
Fees:33.00 Taxes:869.50

20021113-0140843

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

Party responsible for payment of property taxes:
James A. Crossman and wife, Mary B. Crossman
Woodmont Centre, Suite 209
102 Woodmont Boulevard
Nashville, TN 37205-2287

Tax Parcel Identification Number:
Map 70-14, Parcel 5

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 JAMES A. CROSSMAN AND WIFE, MARY B. CROSSMAN (collectively, the "Grantee"), whose address is c/o Woodmont Centre, Suite 209, 102 Woodmont Boulevard, Nashville, Tennessee 37205-2287, 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 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 12 day of November, 2002.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: Lori Lee Burgin
Name: Lori Lee Burgin
Title: Vice President

WITNESS:

Date: 11-12-02

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Melissa J. Benton, a Notary Public in and for said County and State, personally appeared Lori Lee Burgin, 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 Lori Lee Burgin 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 12 day of November, 2002.

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

Melissa J. Benton
NOTARY PUBLIC

My Commission Expires:
8-29-05

MELISSA J. BENTON
(Printed Name of Notary)

THE STATE OF ~~TENNESSEE~~ TEXAS §
§
COUNTY OF ~~DAVIDSON~~ DALLAS §

The actual consideration or value, whichever is greater, for this transfer, is $235,000.00.

Lori Lee Burgin
AFFIANT

Sworn to and subscribed before me this 12 day of November, 2002.

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

Melissa J. Benton
NOTARY PUBLIC

My Commission Expires:
8-29-05

Melissa J. Benton
(Printed Name of Notary)

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 37S, MetroCenter, as shown on Plat of record as Instrument No. 20021022-0129515, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being part of the 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 recorded in Book 5242, page 389; as modified in Book 5792, page 787, Book 7012, page 61, Book 8128, page 858, and Book 9932, page 28, Register's Office for Davidson County, Tennessee.

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

4. Restrictive Covenants in favor of Taco Bell Corp., recorded in Book 9420, page 176, 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.

6. All matters shown on the plans of record in Book 4660, page 33, and Book 5050, page 46, and Instrument No. 20021002-0129515, said Register's Office.

7. Ingress/Egress Easement of record in Book 5416, page 271, said Register's Office.

8. Easement granted to Viacom and Nashville Gas of record in Book 5683, page 514, said Register's office.

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

10. Permanent Levee Maintenance Easement of record in Instrument No. 20001101-0108592, said Register's Office.

11. All matters shown on the survey prepared by Kirk S. Duclos, RLS No. 1936, Barge, Waggoner, Sumner & Cannon, Inc., Nashville, TN, dated April 23, 1999, last revised May 26, 2000, File No. 11469-89.

12. Storm Water Detention Agreement of record as Instrument No. 20021015-0126650, Register's Office for said County.