JGL
BOX 35

Prepared by:
Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road, L.B. 48
Dallas, Texas 75240

New Owner
Party responsible for payment of property taxes:
Charles W. Fawcett III
3442 Golf Club Lane
Nashville, TN 37215

PICK-UP

Tax Parcel Identification Number:
Map 70-16, Parcel 22

Davidson County DEEDWARR
Recvd: 08/08/03 14:59 6pgs
Fees:33.00 Taxes:742.03
20030808-0113529

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 CHARLES W. FAWCETT III (the "Grantee"), whose address is 3442 Golf Club Lane, Nashville, Tennessee 37215, 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 2003 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 31st day of July, 2003.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

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

WITNESS:

Date: 07/31/03

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Diane M. Elpers, 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 a 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 Vice President 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 31st day of July, 2003.

Diane M. Elpers
NOTARY PUBLIC

My Commission Expires:
11-22-2004

Diane M. Elpers
(Printed Name of Notary)

DIANE M. ELPERS
Notary Public, State of Texas
My Commission Exp. 11-22-2004

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer, is $200,548.00.

AFFIANT

Sworn to and subscribed before me this 31st day of July, 2003.

NOTARY PUBLIC

My Commission Expires:
11-22-2004

Diane M. Elpers
(Printed Name of Notary)

DIANE M. ELPERS
Notary Public, State of Texas
My Commission Exp

Exhibit "A"

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on Venture Circle, east of French Landing Drive, being Tract 7B on the Plan of MetroCenter, Section 22, of record in Book 6050, page 230, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the nrothwest corner of the subdivision plat of MetroCenter 7B of record in Book 6050, page 230, Register's Office for Davidson County, Tennessee, said point also being approximately 175 feet east of the intersection of Venture Circle and French Landing Drive;

THENCE, along the centerline of Venture Circle and southerly lines of prperties conveyed to Tennessee Bankers' Association, Inc., of record in Book 6804, page 221, Register's Office for Davidson County, and James Straus, et ux of record in Book 8328, page 630, Register's Office for Davidson County, Tennessee, N 74 degrees 12' 37" E, 183.41 feet to a point;

THENCE along the westerly line of property conveyed to the Reverend George W. Hudpeth of record in Book 9604, page 91, Register's Office for Davidson County, Tennessee, S 23 degrees 49' 07" E, 261.42 feet to a concrete monument;

THENCE, along the northerly line of property conveyed to Nashville Heritage, LLC of record in Book 11066, page 611, Register's Office for Davidson County, Tennessee, S 83 degrees 50' 36" W 241.74 feet to a concrete monument;

THENCE, along the easterly line of property conveyed to Parkview Properties of record i Book 8002, pge 318, Register's Office for Davidson County, Tennessee, N 10 degrees 58' 22" W, 219.18 feet to the point of beginning.

Containing 50,137 square feet or 1.15 acres, more or less.

Being part of the same property conveyed to American Realty Trust, Inc., a Georgia corporation by deed from SunTrust Banks, Inc. 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 2003, 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.

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

7. The Plan of record in Book 6050, page 230, said Register's Office, shows: an Owners Certificate , a Surveyor's Certificate, the notes as more particularly shown on said plan, a 40 foot minimum building setback line from Venture Circle, a portion of a 40 foot common access and public utilities easement along the northerly lot line which contains a portion of the private road known as Venture Circle, an 8-inch sewerline, an underground telephone line, and a 2-inch gas line, a 10 foot public utility and drainage easement along the westerly lot line and a 15 foot public utility and drainage easement along the southerly lot line, as shown on survey of Barge, Waggoner, Sumner & Cannon dated May 25, 1999, by Wendell H. Talley, Sr., TRLS No. 785, file No. 11469-85.

8. Subject to rights of others in and to the common areas/elements, consisting of Venture Circle, a private driveway, as shown on the Plan of record in Book 6050, page 230, said Register's Office.

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