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

Davidson County	DEEDWARR
Recvd: 12/20/05 16:18	5 pgs
Fees:28.00 Taxes:185.00	
20051220-0152697	

Party responsible for payment of property taxes:
McDonald's USA, LLC (L/C 041-0468)
~~US Legal #091~~ P.O. Box 66207
~~2915 Jorie Boulevard~~ AMF O'Hare
~~Oak Brook, Illinois 60523~~
~~Attention: Director, U.S. Legal Department~~ Chicago, Il 60666

Tax Parcel Identification Number:
Map 81-4, Parcel 239 (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 McDONALD'S USA, LLC, a Delaware limited liability company (the "Grantee"), whose address is 2915 Jorie Boulevard, US Legal #091, Oak Brook, Illinois 60523, 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, appurtenances and easements 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 ~~2004~~ 2005 and all subsequent years and further agree to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments.

EXECUTED this 16th day of December, 2005.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Name: LORI LEE BURGIN
Title: Vice President

WITNESS:

_____
Date: 12-16-2005

THE STATE OF TEXAS §
§
COUNTY OFDALLAS §

This instrument was acknowledged before me on December 16, 2005 by Len Lee Burgin, Vice President of AMERICAN REALTY TRUST, INC., a Georgia corporation, on behalf of such corporation.

CANDACE L. GARWICK
MY COMMISSION EXPIRES
April 3, 2009

Candace L. Garwick
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

State of Tennessee
County of Davidson

The actual consideration or value whichever is greater, for the transfer is $50,000.00.

Subscribed and sworn to before me this the 20th day of December, 2005

Affiant

My Commission Expires 11/24/07

Notary Public

JENNIFER CHANDLER COX
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Land in Davidson County, Tennessee, being the southerly portion of Lot 5 of the Resubdivision of Lot 2 and Lot 5, MetroCenter Tract 22, of record in Instrument No. 20051206-0146632, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin (old) in the westerly right-of-way of Metrocenter Boulevard (106 foot right-of-way) said pin being the northeasterly corner of Lot 2 and also being the southeasterly corner of Lot 5, as both are shown on Third Resubdivision of Lot 2, Metrocenter Tract 22, of record in Plat book 7900, page 857, Register's Office of Davidson County, Tennessee;

Thence, along said right-of-way with a curve to the right 127.13 feet to an iron pin (new) said curve having a central angle of 05 deg. 58' 09", a radius of 1220.24 feet, a tangent of 63.62, and a chord of S 11 deg. 14' 44" E, 127.07 feet;

Thence, leaving said right-of-way and along the southerly line of said former Lot 2, S 79 deg. 51' 36" W, 343.15 feet to an iron pin (new);

Thence, along a severance line crossing former Lot 2, N 15 deg. 04' 29" E, 117.45 feet to the southwesterly corner of the aforementioned former Lot 5;

Thence, along the southerly line of former Lot 5, N 75 deg. 46' 11" E, 291.41 feet to the Point of Beginning,

Containing 36,861 square feet, or 0.85 acre, more or less.

Being part 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 of 2006 a lien, ~~due and payable~~ not yet due or payable.

2. Subject to all matters shown on the Plan of the Resubdivision of Lot 2 and Lot 5, MetroCenter Tract 22, of record in Instrument No. 20051206-0146632, Register's Office of Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 7487, page 952 and as amended in Book 10602, Page 499, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants of record in Book 9382, page 56 said Register's Office.

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

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

7. Survey of Ronald W. Ferguson, TN RLS 1972, of Barge, Waggoner, Sumner & Cannon, Inc., Job No. 32500-00, dated November 15, 2005, shows 60' minimum building setback line from Metrocenter Boulevard; 10' public utility and drainage easement on southerly and easterly sides of property, and 20' PUDE along northerly line and extending onto other portion of Lot 5; 0.3'encroach ment of wall across northerly line of property; presplit wall running across northerly and easterly portion of property; and fence encroaching on southerly portion of premises.