STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$1,634,550.00
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 29 DAY OF December 2005
Deputy Register

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

Party responsible for payment of property taxes:
Tennessee Bankers Association
201 Venture Circle
Nashville, Tennessee 37228

Tax Parcel Identification Number:
Map 70-16, Parcel 11

Davidson County DEEDWARR
Recvd: 12/29/05 15:42 5 pgs
Fees:28.00 Taxes:3827.84
20051229-0156426

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 TENNESSEE BANKERS ASSOCIATION, a Tennessee corporation (the "Grantee"), whose address is 201 Venture Circle, Nashville, Tennessee 37228, 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 2005 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 21st day of December, 2005.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

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

WITNESS:

Date: 12-21-2005

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Candace L. Garwick 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 21st day of December, 2005.

CANDACE L. GARWICK
MY COMMISSION EXPIRES
April 3, 2009

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

EXHIBIT "A"

LOT 18C

Being a parcel of land located in Nashville, First Civil District, Second Councilmanic District, Davidson County, Tennessee, located west of Athens Way and south of Great Circle Road and being Lot 18C as shown on Resubdivision of Metrocenter Tract 18C, recorded previously, also being a portion of property of American Realty Trust, Inc., of record in Deed Book 11503, Page 900, Register's Office of Davidson County and being more particularly described as follows:

BEGINNING at a lead plug (old) in the westerly right-of-way of Athens Way (84 foot right-of-way), said lead plug being the northeasterly corner of said Lot 18C and also being the southeasterly corner of Lot 18B as shown on Resubdivision of Metrocenter Tract 18 of record in Plat Book 8250, Page 938, R.O.D.C.;

THENCE, along said right of way the following calls:

S 23° 44' 10" W, 251.50 feet to an iron pin (old);
Southwesterly with a curve to the right 449.76 feet to an iron pin (new), said curve having a central angle of 13° 47' 46", a radius of 1,867.86 feet, a tangent of 225.97 feet, and a chord of S 30° 38' 03" W, 448.67 feet;

THENCE, leaving said right-of-way and along the southerly line of said Lot 18C, N 54° 52' 00" W, 316.74 feet to a nail in a hackberry tree root (new);

THENCE, with the westerly line of Lot 18C and an easterly line of Lot 18D on aforementioned Resubdivision of Metrocenter Tract 18C the following calls:

N 31° 37' 09" E, 327.37 feet to an iron rod (old);
N 05° 54' 36" W, 292.80 feet to an iron rod (old);
N 55° 10' 51" E, 65.15 feet to an iron rod (old) in the southerly line of Lot 18B on the aforementioned Resubdivision of Metrocenter Tract 18;

THENCE, with said southerly line S 66° 15' 50" E, 430.33 feet to the Point of Beginning.

Containing 240,610 square feet, or 5.52 acres, more or less.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

1. Taxes for the year 2006, and subsequent years.

2. Matters shown on recorded plat in Plat Book 8250 at Page 938.

3. Restrictions appearing of recod in Book 9382, Page 56.

4. Restrictions appearing of record in Book 9240, Page 176.

5. Restrictions appearing of record in Book 5242, Page 389, and amended in Book 5792, Page 787 and Book 7012, Pages 61 and 62.

6. Terms, conditions, easements, rights and lien 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 in favor of Metro Center Improvements Associations.

7. Those matters as disclosed by that certain survey, prepared by Barge, Waggoner, Sumner and Cannon, Inc., bearing the seal and certification, Registered Land Surveyor, dated April 23, 1999 and revised May 26, 2000; last revised January 31, 2005, as follows:
   A. Owners Certificate, a Surveyors Certificate; the notes as shown on the plan of record in Book 8250, Page 938;
   B. A drainage easement of undetermined width along the margin with Athens Way;
   C. A 20' public utility easement along the margin with Athens Way;
   D. A portion of a proposed joint access easement 110 x 70' located at the common corner of 18C and 18B on Athens Way;
   E. A 5' drainage easement along the northeasterly lot line until its intersection with the proposed conservation easement and drainage easement for lake which contains 7.33 acres +/- of Lot 18C; and
   F. The existing drainage easement for lake across the westerly and southerly portion of said Lot.

8. Subject to Council Bill No. 73-608 and amended by Council Bill 86-1346.

9. Conditions and limitations respecting the easement rights over Lot 18B for the benefit of Lot 18C as set out in the deed of record in Book 10990, Page 687.

10. Terms, provisions and condition of any and all permits relating to the conservations easement shown on the plat of record in Book 8250, Page 938, including U.S. Army Corps of Engineers file 97002700 and Tennessee Department of Environment and Conservation, Division of Water Pollution Control Aquatic Resource Alteration Permit #97-248.

11. Title to that portion of premises within the right(s)-of-way of Athens Way and Great Circle Road.