Davidson County DEEDWARR
Recvd: 09/07/07 10:01 5 pgs
Fees:28.00 Taxes:2220.50
20070907-0107478

This instrument was prepared by:
R. Craig Warner
Glast, Phillips & Murray
2200 One Galleria Tower
13355 Noel Road, L.B. 48
Dallas, Texas 75240

Address New Owner as Follows:
Ebon-Falcon, LLC
345 Hill Avenue
Nashville, Tennessee 37210

Send Tax Bills to:
Ebon-Falcon, LLC
345 Hill Avenue
Nashville, Tennessee 37210

Map-Parcel Number:
70-11, Parcel 1

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 EBON-FALCON, LLC, a Tennessee limited liability company (the "Grantee"), whose address is 345 Hill Avenue, Nashville, Tennessee 37210, 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 2007 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 4th day of September, 2007.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Steven A. Shelley, Vice President

THE STATE OF TEXAS '
'
COUNTY OF DALLAS '

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven A. Shelley, 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 of American Realty Trust, Inc., the within named bargainor, a Georgia corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Steven A. Shelley.

Witness my hand and seal at office in Dallas, Texas, _____, this 4 day of September, 2007.

LINDA M. LABUDA
MY COMMISSION EXPIRES
July 20, 2008

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF Tennessee '
'
COUNTY OF Williamson '

The actual consideration or value, whichever is greater, for this transfer is $600,135.00.

By: _____
AFFIANT

Sworn to and subscribed before me, this 6th day of September, 2007.

_____
Notary Public

My Commission Expires: 11-24-07

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

EXHIBIT "A"

Being a parcel of land in Davidson County, Tennessee, located on the west side of Great Circle Road, being Tract No. 32 on the Resubdivision of Lot No. 32, Section 20, MetroCenter, of record in Book 8250, page 765, said Register's Office, and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way of Great Circle Road, an 84-foot wide public right-of-way and being the southeast corner of the property and common with the northeast corner of Tract 30 of American Realty Trust, Inc., as recorded in Book 11503, Page 900, R.O.D.C.;

THENCE, along said common line, S 77° 07' 16" W, 356.00 feet to a point in an easterly line of Metropolitan Government Rhodes Municipal Park as recorded in Book 5588, Page 393, R.O.D.C.;

THENCE, along said line N 11° 18' 14" W, 339.14 feet to a point on the line of Ebon Falcon, LLC, of record as Instrument No. 20070711-0082810, R.O.D.C.;

THENCE, along said line N 81° 07' 28" E, 356.68 feet to a point on the westerly right-of-way of Great Circle Road and the beginning of a curve to the left;

THENCE, with said right-of-way along said curve 23.05 feet to a point, said curve having a central angle of 02° 26' 12", a radius of 542.00 feet, a tangent of 11.53 feet and a chord of S 10° 05' 06" E, 23.05 feet to a point;

THENCE, continuing along said right-of-way S 11° 18' 12" E, 291.20 feet to the point of beginning.

Containing 116,267 square feet or 2.669 acres, more or less.

Being part of the same property conveyed to American Realty Trust, Inc., a Georgia corporation by Special Warranty 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 2007.

2. Subject to all matters shown on the Plan of Second Resubdivision of Lot No. 32, Section 20, MetroCenter, of record in Book 8250, Page 765, Office of Davidson County, Tennessee.

3. Restrictive Covenant in favor of Arby's Inc. of record in Book 9382, Page 56 said Register's Office.

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

5. 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, and as affected by Waiver in Instrument No. 20060531-0063833, said Register's Office.

6. Survey of James M. Naïve, TN RLS No. 819, of Volunteer Land Surveying, File No. 07151, dated August 8, 2007, last revised September 5, 2007, shows public utility and drainage easement of 10' on westerly rear of property and 15' on southerly side of property; and 10' portion of 60' canal and N.E.S. easement along westerly rear of property.