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:
Michael K. Bodden
124 12th Avenue South, 6th Floor
Nashville, Tennessee 37203

Send Tax Bills to:
Michael K. Bodden
124 12th Avenue South, 6th Floor
Nashville, Tennessee 37203

Map-Parcel Number:
81-4, Parcel 37

Davidson County DEEDWARR
Recvd: 09/13/07 10:53 6 pgs
Fees:33.00 Taxes:1471.50
20070913-0109821

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE '
' KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON '

AMERICAN REALTY TRUST, INC., 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 MICHAEL K. BODDEN AND WIFE, KALA N. BODDEN and JAMES A. TORINO AND WIFE, BARBARA I. TORINO (collectively, the "Grantee"), whose address is 124 12th Avenue South, 6th Floor, Nashville, Tennessee 37203, 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 31st day of August, 2007.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Steven A. Shelley, Vice President

THE STATE OF TEXAS '
'
COUNTY OF DALLAS '

This instrument was acknowledged before me on August 31, 2007 by Steven A. Shelley, Vice President of AMERICAN REALTY TRUST, INC., a Georgia corporation, on behalf of such corporation.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

LINDA M. LABUDA
MY COMMISSION EXPIRES
July 20, 2008

STATE OF Tennessee '

COUNTY OF Williamson '

The actual consideration or value for this transfer, whichever is greater, is $397,703.00.

Michael K. Bodden

Subscribed and sworn to before me, this 11th day of September 2007.

NOTARY PUBLIC

JAMES G. LAWLEY III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:
3/21/09

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located at the northwest intersection of Dominican Drive and French Landing Drive being property conveyed to MetroCenter Holdings, Inc., by deeds of record in Book 8321, Page 668, R.O.D.C., being Lot No. 2, on the Second Resubdivision of Lot 2, MetroCenter Tract 21-B, of record in Book 7900, page 724, said Register's Office; and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Dominican Drive in the southwest corner of the subdivision plat of the Resubdivision of Lot 2 MetroCenter 21B of record in Plat Book, 7900, Page 724, R.O.D.C., said point also being approximately 214 feet west of the intersection of Dominican Drive and French Landing Drive;

THENCE, along the easterly line of property conveyed to Exxon Corporation of record in Book 5347, Page 84, R.O.D.C., N 15° 32' 32" W, 179.68 feet to a point;

THENCE, along the southerly line of property conveyed to Metro Dee Partners of record in Book 8358, Page 241, R.O.D.C., N 87° 53' 27" E, 6.12 feet to a PK nail;

THENCE, along the easterly line of said Metro Dee Partners property, N 02° 01' 40" W, 274.73 feet to an iron rod found;

THENCE, along the easterly line of property conveyed to Himanshu V. Patel of record in Book 9937, Page 160, R.O.D.C., N 03° 54' 33" W, 82.00 feet to an iron rod;

THENCE, along the southerly line of property conveyed to RTM Development company of record in Book 10511, Page 861, R.O.D.C., N 86° 05' 27" E, 86.44 feet to an iron rod in the westerly right-of-way line of French Landing Drive;

THENCE, along said right-of-way S 15° 27' 39" E, 458.34 feet to a point, and the beginning of a curve to the right;

THENCE, with said right-of-way along said curve 78.47 feet to a point in the northerly right-of-way of Dominican Drive, said curve having a central angle of 89° 55' 04", a radius of 50.00 feet, a tangent of 49.93 feet and a chord of S 29° 29' 54" W, 70.66 feet;

THENCE, along said right-of-way S 74° 27' 28" W, 120.71 feet to the point of beginning.

Described according to a survey prepared May 25, 1999, by Wendell H. Talley, Sr., License No. 785, Barge, Waggoner, Sumner and Cannon, Inc.

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 and subsequent years.

2. Subject to all matters shown on the Plan of Second Resubdivision Lot 2 MetroCenter Tract 21-B of record in Plat Book 7900, page 724, Register's 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. Amendment to Protective Covenants and Waiver of Repurchase Right for MetroCenter Tracts of record in Book 11503, Page 607, Register's Office for Davidson County, Tennessee.

7. Nashville Electric Service Underground Utility Easement of record in Book 5499, page 689, said Register's Office.

8. Declaration of Restrictions of record in Book 5347, page 88, said Register's Office.

9. Easements set out in the deed of record in Book 9382, page 50, said Register's Office.