THIS INSTRUMENT WAS PREPARED BY:
PENNY HARRINGTON
ATTORNEY AT LAW
217 2ND AVENUE NORTH
NASHVILLE, TENNESSEE 37201

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.
OCT 2 9 16 AM '90
IDENTIF. TREFERENCE
61627

PICASP

TRUSTEE'S DEED

Address New Owner(s):
Mr. John S. Caldwell
San Francisco Museum of Art
404 Van Ness
San Francisco, California 94102

Send Tax Bills To:

Same

Map and Parcel Number:

61-15-14

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 28,375.36
Carol Jean Keating
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF Oct 1990.
Deputy Register

WHEREAS, by Tennessee Deed of Trust, dated November 26, 1986, of record in Book 7052, Page 325, Register's Office of Davidson County, Tennessee, Gary Haudos and Oplis Lawson conveyed the real property commonly known as 3918 Burrus Street, Nashville, Tennessee described on attached Exhibit "A", which is herein incorporated by reference (the "property") to Irwin Venick, Trustee and his successor in trust, to secure the payment of a promissory note; and

WHEREAS, the aforementioned Deed of Trust contains powers in the Trustee and his successors in trust to sell the property in the event of a default in connection with the indebtedness secured thereby; and

WHEREAS, the indebtedness was not paid in accordance with the terms of said Deed of Trust and default in the payment thereof was declared; and

WHEREAS, the holder and lawful owner of the indebtedness under said Deed of Trust duly appointed Penny Harrington, as Substitute Trustee, in the place and stead of Irwin Venick, Trustee, who is vested with all the rights, powers and privileges of the Original Trustee named in said Deed of Trust, and said appointment of Substitute Trustee was duly noted in Book 8173, Page 250, Register's Office of Davidson County, Tennessee; and

WHEREAS, at the request of the lawful owner and holder of the indebtedness, the Substitute Trustee gave notice of the time and place of sale, all in accord with the Deed of Trust and the laws of Tennessee by publishing an advertisement for twenty-one (21) consecutive days in the Nashville Record, a newspaper of general circulation, and published in Nashville, Davidson County, Tennessee, said notice being first published on August 30, 1990, and thereafter published on September 6 and September 13, 1990 with said Notice of Sale advertising the sale of the property to be held on Thursday, September 20, 1990, at 12:00 Noon; and

WHEREAS, on Thursday, September 20, 1990 at 12:00 Noon at the South Door of the Davidson County Courthouse in Nashville, Tennessee being the time and place fixed in said notice, the property was offered for sale at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder (or agent) thereof was the successful purchaser) and in bar of all equities of redemption, homestead, downer, and all other rights or exemptions of every kind, as provided in, but only to the extent provided in said Deed of Trust, and subject to any and all unpaid taxes that may be a lien against the property and subject to any and all other liens and all other matters which take priority over said Deed of Trust; and the Substitute Trustee having received a bid of Twenty Eight Thousand Three Hundred Seventy Five and 36/100 Dollars ($28,375.36) which bid was the last, highest and best bid, and payment having been made by credit upon the indebtedness, the receipt of which is hereby acknowledged.

NOW THEREFORE, in consideration of the foregoing and the sum bid and paid as herein provided, I, Penny Harrington, Substitute Trustee, do hereby bargain, sell, transfer, convey "the Property" upon JOHN SAM CALDWELL, its successors and assigns ("Grantee").

TO HAVE AND TO HOLD the property, together with the estate, title and interest and all hereditaments, easements, appurtenances and improvements thereto belonging, to the Grantee in fee simple absolute, free from homestead, dower, the equity of redemption, and all other rights or exemptions of every kind of

the Grantor as provided, in said Deed of Trust, and subject only to any and all liens, easements, encumbrances, property taxes, statutory right of redemption, if any, and other matters that are prior in right to the lien of the Deed of Trust.

I, Penny Harrington, Substitute Trustee, do hereby transfer, assign and set over unto Grantee all of the covenants and warranties contained in the Deed of Trust; and, to the extent that I am able to do so a Substitute Trustee, and subject only to the matters herein expressly reserved, I hereby warrant title to the property against the claims of all persons claiming by, through or under me as such Substitute Trustee, but no further or otherwise.

WITNESS my hand as Substitute Trustee on this the 1st day of October, 1990.

PENNY HARRINGTON
Substitute Trustee

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforementioned County and State, personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee named herein, and who further acknowledged that he as such Substitute Trustee executed the foregoing instrument (Trustee's Deed) for the purposes therein contained, and who states, upon oath, that the actual consideration or value, whichever is greater, for this transfer is Twenty Eight Thousand Three Hundred Seventy Five and 36/100 Dollars ($28,375.36).

WITNESS my hand and official seal at office in Nashville, Tennessee on this 1st day of October, 1990.

Carol Jean Gentry
Notary Public

My Commission Expires:

EXHIBIT "A"

6300 10/02 0101 03CHECK 106.72

Being a survey of the Northerly 50 feet of Lot No. 59 of the Maplewood Home Tract, of record in Book 421, page 174, Register's Office for Davidson County, Tennessee, and being Lot No. 4 on an unrecorded resubdivision of Lots Nos. 59 and 60, prepared November 10, 1959, by William Collier Parrish Associates, Nashville, Tennessee, as follows:

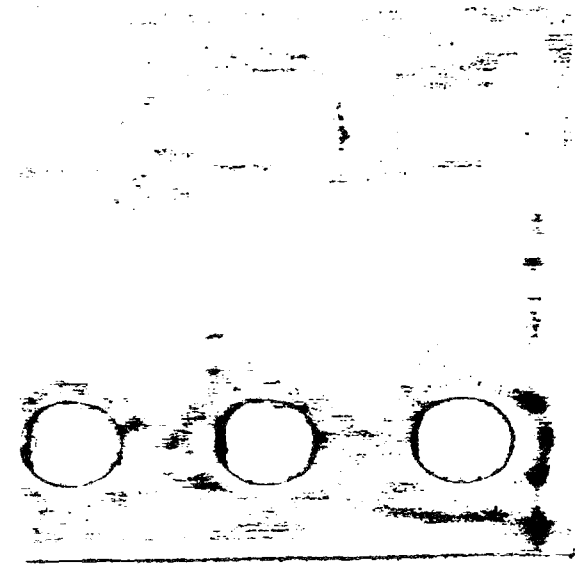
Said property fronts 50 feet on the Easterly side of Burrus Street and runs back between parallel lines 225 feet to a dead line.

Being the same property conveyed to Nathan G. Caldwell and wife, Camilla J. Caldwell, by warranty deed from David Franklin Jernigan and wife, Gertrude Louise Jernigan, of record in Book 4206, page 155, Register's Office for Davidson County, Tennessee.

Being the same property devised to John Sam Caldwell by the Last Will and Testament of Nathan G. Caldwell of record in Will Book 37, page 25, Probate Court for Sumner County, Tennessee, and the Last Will and Testament of Camilla J. Caldwell of record in Will Book 37, page 31, Probate Court for Sumner County, Tennessee.

This conveyance is subject to all restrictions of record and an unrecorded resubdivision of Lot Nos. 59 and 60 of the Maplewood Home Tract, prepared November 10, 1959 by William Collier Parrish Associates, Nashville, Tennessee.

Being the same property conveyed to Gary Haudos and Oplis Lawson, by deed of correction from John Sam Caldwell, of record in Book 7364, page 956, Register's Office for Davidson County, Tennessee to modify the language of the acknowledgement in a warranty deed recorded in Book 7052, page 321, said Register's Office.



OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

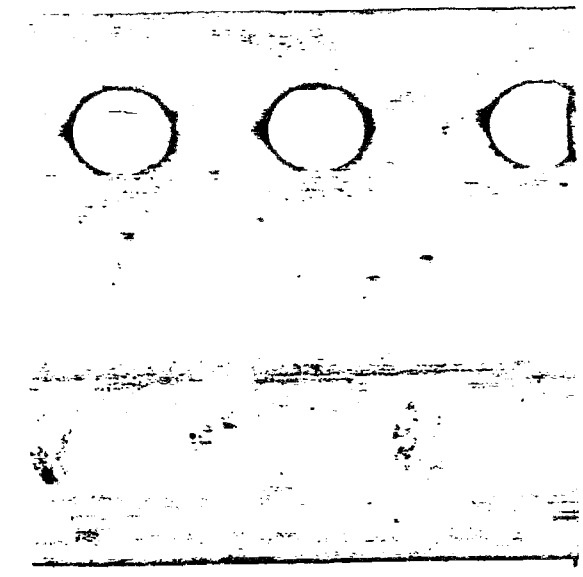
RECEIVED OF _____

FOR _____

BOOK 8207 PAGE 897

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL



CAMT	28375.36
CON TX	93.72
PRFEE	1.00
MDEED	12.00
TOTAL	106.72
CHECK	106.72

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/02/90 01 09:17 0001 6300

6 1: 6 2 7:

IDENTIF. REFERENCE

OCT 2 9 16 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 360590