BOOK 8879 PAGE 478

This Instrument Prepared By:
BAKER, WORTHINGTON, CROSSLEY,
STANSBERRY & WOOLF
1700 Nashville City Center
511 Union Street
Nashville, Tennessee 37219

Address New Owner(s) As Follows:	Send Tax Bills To:	Map & Parcel Nos.:
Historic Vanderbilt Medical School Building, Inc.		93-11-140 93-11-141
631 Second Avenue, South		93-11-145 93-11-158
Nashville, Tennessee 37210		

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated June 14, 1991, executed by Thomas E. Settles and Candace B. Settles, to Bruce L. Mitchell, Trustee, of record in Book 8376, page 253, Register's Office for Davidson County, Tennessee; and

WHEREAS, The Bank of Nashville, the owner and holder of the indebtedness secured by said Deed of Trust of record in Book 8376, page 253, Register's Office for Davidson County, Tennessee, replaced said Trustee by naming Sam J. McAllester III and Marshall L. Hix as Substitute Trustees by an instrument of record in Book 8824, page 886, Register's Office for Davidson County, Tennessee, and authorized either of them to act alone with the powers given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, advertising that said property would be sold at 12:00 o'clock Noon, prevailing time on Thursday, February 25, 1993, at the front door of the Metropolitan Davidson County Courthouse, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

97264

BWRDM1294

IDENTIFICATION REFERENCE

MAR 3 3 46 PM '93

DAVIDSON COUNTY, TN

9032 03/03 0401 03CHECK 2991-80

WHEREAS, the Substitute Trustee personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Eight Hundred Four Thousand and 00/100 Dollars ($804,000.00) by Historic Vanderbilt Medical School Building, Inc. (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Eight Hundred Four Thousand and 00/100 Dollars ($804,000.00) cash in hand paid by the Grantee, Sam J. McAllester III, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

PARCEL 1:

Land in Davidson County, Tennessee, being Lot "A" and all of Lot "B" except that part taken to widen Elm Street, of Lot 4 and the south part of Lot "A" of Lot 3 on the Plan of Campbell's South Nashville lots, as of record in Minute book "A", page 18, Chancery Court at Nashville, described as follows:

Beginning at the northwest corner of Second Avenue, South, formerly Market Street and Elm Street, as widened,; thence with the westerly margin of said Avenue northerly 80 feet to the southeast corner of a lot owned by the City of Nashville, known as the "Fireman's Hall" lot ; thence westerly with the southerly line of said lot 130 feet, more or less, to the easterly margin of an alley; thence with said alley southerly 80 feet to the northerly margin of Elm Street, as widened; thence with the northerly margin of said Street, easterly 130 feet, more or less, to the beginning.

PARCEL 2:

TRACT I:
Land in Davidson County, Tennessee, being Lot "F" on the Map of the Subdivision of Lot 2 of the Campbell Plan of Lots, of record in Minute book A, page 18, of the Chancery Court at Nashville, Tennessee.

Said Lot "F" fronts 38 feet on the east side of Third Avenue, South, formerly College Street, and runs back between parallel lines 140 feet, more or less, to an alley.

TRACT II:
Being Lot "B" and the northerly half of Lot "C" on the Plan of the Subdivision of Lot No. 3 in Campbell's South Nashville Lots, as of record in Minute Book "A", page 18, Chancery Court at Nashville, Tennessee.

Said Lot "B" and part of Lot "C" front together 45 feet on the easterly side of Third Avenue South, formerly College Street, and run back between parallel lines 140 feet, more or less, to an alley.

PARCEL 3:

Land in Davidson County, Tennessee, being the south 20 1/2 feet of Lot "A", and; the north 25 feet of Lot "B", in the Subdivision of Lot #17, Campbell's South Nashville Plan, as of record in Book "U", pages 682 and 683, Register's Office for said County.

Said parts of said lots adjoin and front together 45 1/2 feet on the east side of 3rd Avenue South, and runs back between parallel lines, along the northerly margin of Elm Street,____ feet to an alley.

Being the same property conveyed to Thomas E. Settles, by Warranty Deed from Litterer Labs Associates, Limited Partnership, of record in Book 8376, page 249, Register's Office for Davidson County, Tennessee; and being the same property conveyed to Litterer Labs Associates, Limited Partnership by Quitclaim Deed from Thomas E. Settles, of record in Book 8519, page 901, said Register's Office; and being the same property conveyed to Candace B. Settles and Edith Hold, as equal Tenants in Common, by Quitclaim Deed from Litterer Labs Associates, Limited Partnership, of record in Book 8540, page 534, said Register's Office; and being the same property conveyed to Rutledge Hill Properties, L.P., a Tennessee limited partnership, by Quitclaim Deed from Candy Settles a/k/a Candace B. Settles and Edith Hold, equal Tenants in Common, of record in Book 8624, page 209, said Register's Office; and being the same property conveyed to Thomas E. Settles by Quitclaim Deed from Rutledge Hill Properties, L.P., of record in Book 8663, page 429, said Register's Office.

Said property is known as 631 Second Avenue, South, Nashville, Davidson County, Tennessee.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs, successors, and assigns forever.

And the Substitute Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, has a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

The Substitute Trustee further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its/their heirs and assigns, against the lawful claims of any persons claiming by or through him as Substitute Trustee, but no further or otherwise; it being the intention of the Substitute Trustee only to convey to Grantee no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

Witness my hand this 3rd day of March, 1993.

Sam J. McAllester III
Substitute Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Renee D. Gentry, a Notary Public for the state and county aforesaid, Sam J. McAllester III, Substitute Trustee, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 3rd day of March, 1993.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: March 26, 1994

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $804,000.00.

AFFIANT

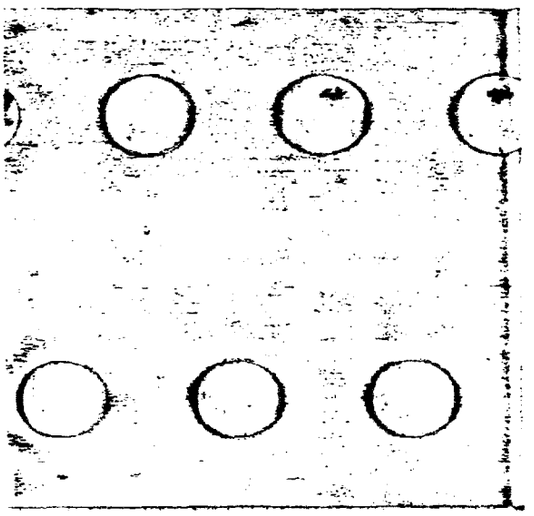
Subscribed and sworn before me on this 3rd day of March, 1993.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: March 26, 1994

BWRDM1294



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

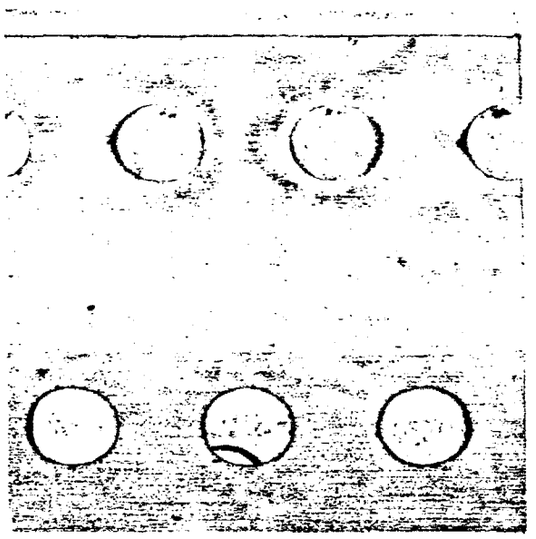
RECEIVED OF _____

FOR _____

BOOK 8879 PAGE 482

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT
304000.00
CON TX 2974.80
PRFEE 1.00
WDEED 16.00
TOTAL 2991.80
CASH 2991.80

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

97264 IDENTIFICATION REFERENCE MAR 3 3 47 PM '93 FELIX Z. WILSON DAVIDSON COUNTY 03/03/93 01 15:45 0001 9082

No. 626656