ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBER
CLEVELAND STREET PARTNERS	"SAME"	12DA 2090 82-2-41
(NAME)	(NAME)	
323 Union Street		12DA 53022 82-2-85
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville TN. 37201		
(CITY) (STATE) (ZIP CODE)	(CITY) (STATE) (ZIP CODE)	

WARRANTY DEED BOOK 7747 PAGE 534

For and in consideration of the sum of TEN AND ----------00/100---------- ($10.00)---------- DOLLARS

Cash in hand paid by the Grantees, and other good and valuable considerations, receipt of which is hereby acknowledged;

I, WILLIAM M. COATS, unmarried,

have bargained and sold, and by these presents do transfer and convey unto the said CLEVELAND STREET PARTNERS, a Tennessee General Partnership

the GRANTEES herein, their heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows:

Certain real property situate in Davidson County, Tennessee, and more particularly described in EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS FULLY AS IF COPIED HEREIN VERBATIM.

00054

IDENTIFI REFERENCE

Jan 9 2 15 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

unimproved (xx)
This is improved ( ) property, known as 4.01 acres +, Cleveland Street
(House Number) (Street)
Nashville, Tennessee
(P.O. Address) (City or Town) (Zip Code)

To have and to hold the said trade or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. And we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons, whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 3rd day of January, 19 89.

William M Coats

WILLIAM M. COATS

COUNTY OF DAVIDSON BOOK : PAGE 5

Personally appeared before me the undersigned, a Notary Public in and for said County and State William M. Coats

the within named bargainor _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Madison Tennessee, this 3rd day of January, 19 89.

Doris Coley Notary Public

Commission expires 3-11-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ of the _____, the within named bargainor, a corporation, and that _____ he as such _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____ this _____ day of _____, 19 ___.

_____ Notary Public

Commission expires 3

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $ $400,000.00 This is equal to or greater than the property would bring at a fair and voluntary sale.

James Walker

Sworn to and subscribed before me this 3rd day of January, 19 89

My commission expires 3-11-90 Notary Public Doris Coley

RETURN TO:	This instrument was prepared by:
WILLIAM D. CASTLEMAN, ATTORNEY	101 CUMBERLAND AVENUE MADISON, TN 37115
Name	Address

WARRANTY DEED

FROM

WILLIAM M. COATS

TO

LAW OFFICES
WILLIAM D. CASTLEMAN
101 CUMBERLAND AVENUE
SUITE 100
MADISON, TENNESSEE 37115

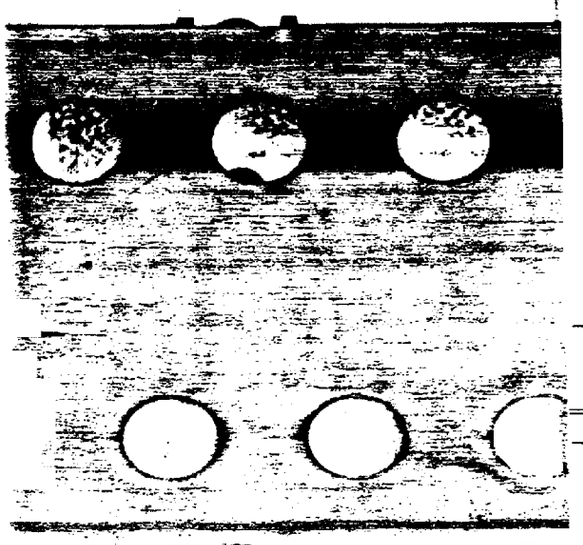
AREA CODE 615
TELEPHONE 865-4750

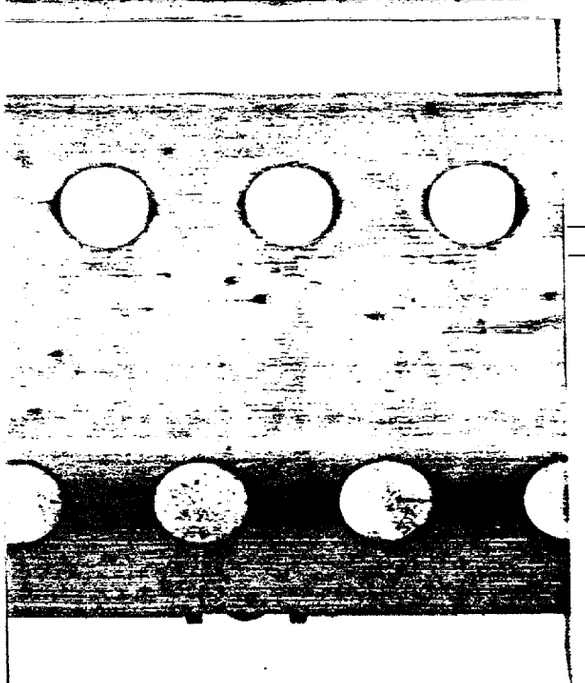
EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lots 1 and 2 of Section 2 of the CLEVELAND STREET COMMERCIAL PLAN, of record in Book 6900, Page 796, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description thereof; provided Grantor reserves, retains and excepts, for himself, his heirs and assigns, from the premises herein conveyed, an easement across the premises for the purposes of erecting, lighting, maintaining, operating, removing, and replacing the Billboards described in the Lease Agreement dated June 25, 1986, by and between Grantor as Lessor and National Advertising Company as Lessee, ("Lessee") of record in Book 6903, Page 691, Register's Office for Davidson County, Tennessee (the "Lease") (the "Billboards"), and for access to and ingress and egress to and from the Billboards for such purposes. Grantor further reserves and retains a nonexclusive easement in the premises for the purpose of providing utility service to each of the Billboards. Grantor further reserves, retains and excepts from the premises herein conveyed all rights to payments made by the Lessee or any other party under or in connection with the Lease and any extension, renewal, amendment or replacement thereof, and further reserves and retains for Grantor, the Lessee, and their respective heirs, successors and assigns, an easement across the premises for access, ingress and egress to and from the Billboards for the purpose of enforcing any of their respective rights under the Lease, Grantee acknowledges that the premises herein conveyed are conveyed subject to the Lease and to the rights of the Lessee and the Lessor under the Lease. Grantee further acknowledges that if the Lease is terminated, Grantor shall succeed to the rights of the Lessee thereunder as fully as if Lessor had been the original Lessee thereunder, without any merger of estates. Grantee further covenants and agrees that no structures will be erected or allowed to be erected on the premises that would destroy or impair the highway view of the Billboards, either by Grantee or by Grantee's successors or assigns. Grantor's reserved rights and easements described herein are fully transferable and Grantor may sell, lease, convey, pledge, mortgage, encumber or otherwise transfer (including by devise or descent) any or all the rights, title, interest and easements retained and reserved herein. The above said easement runs with the land.

Being a portion of the same property conveyed to WILLIAM M. COATS by deed from M & O INVESTMENTS, INC., of record in Book 6735, Page 991, Register's Office for Davidson County, Tennessee.

4561 01/09 0101 03CHECK 1329.50





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

RECEIVED OF _____

FOR _____

BOOK 7747 PAGE 537

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

MAMT 400000.00
ERR CO
MAMT 400000.00-
CAMT 400000.00
CON TX 1320.00
PRFEE 0.50
WDEED 9.00
TOTAL 1329.50
CHECK 1329.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00054.

IDENTIFICATION REFERENCE

JAN 9 2 15 PM '89

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

1/09/89 01 14:16 0001 4561

No. 171237