This Instrument Was Prepared By:
W. Dale Young, P.C., Attorney-at-Law
Suite 511, Blount National Bank Building
200 East Broadway
Maryville, Tennessee 37801

Person Responsible For Taxes:
Hickory Rental Company
11353 Reed Hartman Highway
Cincinnati, Ohio 45241

PT.
106-9-48

BOOK 5178 PAGE 316

CORPORATION WARRANTY DEED

THIS INDENTURE, made on this 26th day of July, 1977, between BLOUNT NATIONAL BANK, TRUSTEE FOR WOODLAWN MEMORIAL PARK OF NASHVILLE, INC. PERPETUAL CARE FUND, a national banking association possessing and exercising fiduciary powers, created and existing by virtue of the laws of the United States of America, and doing business in Maryville, Blount County, Tennessee, party of the first part, and HICKORY RENTAL COMPANY, a corporation created and existing by virtue of the laws of the State of _____, and doing business in Nashville, Davidson County, Tennessee, party of the second part.

WITNESSETH:

THAT THE SAID PARTY of the first part, for and in consideration of the sum of One ($1.00) Dollar to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the party of the second part the following described premises, to-wit:

Land in the Sixth Civil District of Davidson County, Tennessee, being part of the 13.7 acres, more or less, tract shown on the boundary survey of the McIntyre property as of record in Book 445, Page 200, Register's Office for Davidson County, Tennessee, said survey being made by W. W. Turner Company, Engineers, July 25, 1953, and more particularly described as follows:

Beginning at a point in the easterly right-of-way of L & N Railway at a concrete monument, said point being at the southwest terminus of a 42-1/2 foot strip dedicated for a roadway to Woodycrest Avenue, thence with the easterly right-of-way of the L & N Railway a distance of 320 feet to a point in the easterly right-of-way of the L & N Railway, which point is 320 feet south of said monument and which point is the real point of beginning of the property conveyed herein; thence with the easterly right-of-way of L & N Railway along a curve to the left with a radius of 2,815 feet, a distance of 550 feet, more or less, to a point; thence leaving said right-of-way south 86° 21' east 350 feet to a point, said point being 50 feet west of the east property line of said 13.7 acre, more or less, tract; thence north 3° 39' east 500 feet to a point; thence north 86° 21' west 125 feet, more or less, to the point of beginning, and containing 2.7 acres, more or less.

Together with an easement for ingress and egress over a 50 foot wide tract of land lying east of and along the easterly line of the hereinabove described tract being conveyed herein.

Together with an easement for ingress and egress to Kilvington Blvd., formerly Old Woodycrest Avenue, over the following described tract of land:

A tract of land lying north of and adjacent to the hereinabove described 50 foot easement, being 40 feet, more or less, in width, and running in a northerly direction to Kilvington Blvd., formerly Old Woodycrest Avenue.

Said conveyance is expressly subject to a certain Lease Agreement dated March 21, 1960 between Nashville L & D, Inc. and McLean Trucking Company, as the same may have been amended, altered, assigned, extended and/or renewed thereafter; and the conveyance is further subject to any and all easements, conditions, restrictions and limitations applicable to the property which may appear of record in Davidson County, Tennessee.

Reference is made to the Deed of record in Deed Book 3032, Page 227 at the Register's Office for Davidson County, Tennessee; further reference is made to the Appointment of Trustee appearing of record in Deed Book 4777, Page 516 at the Register's Office for Davidson County, Tennessee. The aforesaid shall be together with the hereditaments and appurtenances thereto appertaining.

TO HAVE AND TO HOLD the said premises unto the party of the second part, its successors and assigns forever.

AND THE SAID PARTY of the first part, for itself and for its successors and assigns does hereby covenant with the said party of the second part, its successors and assigns that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same; that said premises are free and clear from all encumbrances, EXCEPT, HOWEVER, any and all unpaid property taxes, levies and/or assessments for the year 1977, which taxes, levies and/or assessments are pro-rated as between the parties as of the date hereof; the Lease Agreement in favor of McLean Trucking Company referred to hereinabove; and any and all easements, conditions, restrictions and limitations referred to hereinabove; and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

THIS DEED is executed pursuant to authority given by the Board of Directors of the party of the first part.

IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and these presents to be signed and attested by it officers authorized to so do, all on the day and date first above written.

BLOUNT NATIONAL BANK, TRUSTEE FOR
WOODLAWN MEMORIAL PART OF NASHVILLE, INC.
PERPETUAL CARE FUND

Attest: _____
Cashier or Assistant Cashier

By: _____
WILLIAM K. HOWELL, Sr. Vice President and Trust Officer

AUG 1 3 57 PM '77
REGISTER'S OFFICE
BLOUNT COUNTY, TENN.

1 7 6 9 8

STATE OF TENNESSEE)
) S.S.
COUNTY OF BLOUNT)

Personally appeared before me, the undersigned Notary Public in and for said County and State, WILLIAM K. HOWELL, with whom I am personally acquainted, and who acknowledged upon his oath that he is a Senior Vice President of Blount National Bank, a national banking association, and that he as such officer, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as a Senior Vice President, his signature thereto being duly attested by the Cashier or an Assistant Cashier, such officer being authorized to so do.

WITNESS MY HAND and official seal at office this 26th day of July, 1977.

_____
NOTARY PUBLIC

My Commission Expires: 10-18-77

NOTARY PUBLIC BLOUNT COUNTY TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $235,000.00.

_____
Affiant.

Subscribed and sworn to before me,
this 29th day of July, 1977.

_____
Notary Public.

Com. expires 4/21/80

AUG-1 77	CONV	90,000.00			
AUG-1 77	CONV	90,000.00			
AUG-1 77	CONV	55,000.00			
		-2-			
AUG-1 77	S'TAX		B*	611.00	
AUG-1 77	PR'FEE		B*	.50	
AUG-1 77	W'DEED		B*	4.00	* 615.50