Bx 38

This Instrument Was Prepared By:
C. Palmer Pillans
Miller & Martin LLP
1200 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 10/31/01 15:40 5pgs
Fees:28.00 Taxes:306.93
20011031-0118984

Address New Owner(s):
Joelton Hills Memory Gardens, Inc.
9090 Highway 100
Nashville, TN 37221

Send Tax Bills to:
Same

Map and Parcel:
21— 33

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, SCI Tennessee Funeral Services, Inc. (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to Joelton Hills Memory Gardens, Inc. (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

A tract or parcel of land located in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.

This is improved property known as 6216 Old Clarksville Highway, Joelton, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate unto Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise, subject, however, to (i) the provisions hereof, (ii) the retained and validly existing and enforceable rights, if any, of third parties in connection with the Encumbrances (hereinafter defined), and (iii) the terms and provisions of that certain Asset Sale Agreement dated effective of even date herewith between Grantor and Grantee.

This Special Warranty Deed is executed by Grantor and accepted by Grantee subject to the following maters: (i) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; (ii) all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; (iii) validly existing rights of adjoining owners in any walls and fences situated on a

common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; (iv) any encroachments or overlapping of improvements; (v) any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to the occupancy, use, or enjoyment of the land or the character, dimensions, or location of any improvement now or hereafter erected on the land; (vi) the dedication of any portion of the land and the improvements to and for use as a cemetery; the easements, privileges, licenses inuring to the benefit of cemetery plot owners and their relatives in and to the cemetery portion of the land and the improvements, including the existing and future rights of sepulture, interment, burial, upkeep, ornamentation, and visitation; the regulations and rules as established and amended by all cemetery owners covering the cemetery portion of the land and the improvements; and any implied easement for ingress and egress across any portion of the land to and from the cemetery portion of the land and the improvements; (vii) taxes for the year 2001, which have been prorated between the parties, and taxes for subsequent years, the payment of which Grantee assumes and agrees to pay; and (x) the rights of parties in possession (the foregoing are herein collectively called the "Encumbrances").

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

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date appearing in the acknowledgment below to be made effective for all purposes as of the 20th day of July, 2001.

SCI Tennessee Funeral Services, Inc.

By: _____
Ray A. Gipson, Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, Jolie E. Clayton, a Notary Public in and for the County and State aforesaid, personally appeared ~~Ray~~ A. Gipson, the Vice President of SCI Tennessee Funeral Services, Inc., 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/she executed the within instrument on behalf of SCI Tennessee Funeral Services, Inc. for the purposes therein contained.

Witness my hand and seal, at office in Houston, Texas, this 20th day of July, 2001.

_____
Notary Public

My Commission Expires: 10/22/03

JOLIE E. CLAYTON
MY COMMISSION EXPIRES
October 22, 2003

***

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $82,954.

Affiant

Subscribed and sworn to before me this 23rd day of July, 2001.

Notary Public

My Commission Expires: 9/25/04

EXHIBIT A

LEGAL DESCRIPTION

A tract or portion of land located in Nashville, Davidson County, Tennessee being more particularly described as follows:

A tract of land situated in the _____ Councilmanic District of Davidson County, Tennessee, being all of the Woodlawn Memorial Park of Nashville, Inc. property as of record in Book 3529, Page 573 and Book 3531, Page 365, R.O.D.C., Tennessee, and being more particularly described as follows according to a survey by Caldwell Engineering & Surveying, Job No. 90-38 (95), dated January 23, 1996.

Beginning at a P.K. nail in the centerline of Clarksville Pike, said nail being the southeast corner of the Pignolo property as of record in Book 1349, Page 417, R.O.D.C., TN and the southwest corner and point of beginning of the herein described tract, thence leaving the centerline of Clarksville Pike with Pignolos east line N 02°56'09" E passing through an iron pin at 80.92 feet, thence continuing for a total of 1020.67 feet to a fence corner at the southeast corner of the Hicks property as of record in Book 4627, Page 881, R.O.D.C., TN, thence with Hicks N 02°18'40" E passing through an iron pin at 763.76 feet, thence continuing for a total of 789.47 feet to a P.K. nail in the centerline of Old Clarksville Pike, thence with said centerline S 76°45'48" E 375.00 feet to a P.K. nail at the northwest corner of the Levine property as of record in Book 7433, Page 458, R.O.D.C., TN, thence leaving said centerline with Levines west line S 02°15'00" W 1091.00 feet to an iron pin, thence S 79°43'25" E 475.00 feet to an iron pin at the northwest corner of the Waller property as of record in Book 3182, Page 393, R.O.D.C., TN, thence with Wallers west line S 02°44'57" W 631.00 feet to an iron pin at the northwest corner of the Atkins property as of record in Book 3164, Page 341, R.O.D.C., TN, thence with Atkin's west line S 03°21'31" W passing through an iron pin at 404.90 feet, thence continuing for a total of 429.95 feet to a P.K. nail in the centerline of Rawling Road, thence with said centerline N 87°03'15" W 318.00 feet to a P.K. nail at the southeast corner of the Brummett property as of record in Book 7779, Page 063, R.O.D.C., TN, thence leaving said centerline with Brummett's east line N 02°56'44" E passing through an iron pin at 25.05 feet, thence continuing for a total of 319.00 feet to an iron pin, thence N 87°03'15" W 125.00 feet to an iron pin in the east line of Ward/Spain property as of record in Book 8613, Page 616, R.O.D.C., TN, thence with said property line N 01°32'46" W 263.39 feet to an iron pin, thence S 65°19'17" W passing through an iron pin at 357.93 feet, thence continuing for a total of 393.00 feet, to a P.K. nail in the centerline of Clarksville Pike, thence with said centerline along a curve to the left having a central angle of 01°02'40", a radius of 3274.30 feet, a tangent length of 38.42 feet, a chord length of 76.83 feet, and an arc length of 76.83 feet, to the point of beginning containing 26.61 acres, more or less.

Included in this description, but excluded from the conveyance, are all rights-of-way for roadways abutting the property.

Exhibit A (continued)

Being the same property conveyed to Woodlawn Memorial Park of Nashville, Inc., a Tennessee corporation, by deeds of record in Book 3529, page 573 and Book 3531, page 365, Register's Office for Davidson County, Tennessee. Woodlawn Memorial Park of Nashville, Inc. changed its name to HRL, Inc., as recorded in Book 5914, page 158, said Register's Office. HRL, Inc. merged into Woodlawn East, Incorporated by Articles of Merger recorded in Book 7027, page 91, said Register's Office. Woodlawn East, Incorporated merged into SCI Tennessee Funeral Services, Inc. on June 18, 1999 as evidenced by Articles of Merger filed with the Tennessee Secretary of State.