QUITCLAIM DEED

IN CONSIDERATION of Ten Dollars cash in hand paid and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rhodes, Inc., having its principal place of business at 4370 Peachtree Road, N.E., Atlanta, Georgia 30319, ("Grantor"), does hereby grant, sell, transfer, convey and forever quitclaim unto Aaron Rents, Inc., having its principal place of business at 309 East Paces Ferry Road N.E., Atlanta, Georgia 30305 ("Grantee"), all of the Grantor's right, title and interest in and to the following described real estate:

IN THE CITY OF MADISON, DAVIDSON COUNTY, TENNESSEE:

See Exhibit A attached hereto and made a part hereof.
The foregoing description is the same description as in the prior Deed.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express, implied or otherwise, with respect to the physical or environmental condition of the Property and Grantee, by acceptance of this Deed, accepts the Property "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Grantor.

Reference for prior title is made to Deed recorded in Book 7928, Page 280 in the Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this 17th day of December, 2001.

RHODES, INC
Exec V.P.

Davidson County DEEDQC
Recvd: 01/07/02 14:55 13pg
Fees:68.00 Taxes:2849.00
20020107-0002323

Send Tax Bills to.
New Owner. Aaron Rents, Inc.
309 East Paces Ferry Rd N.E
Atlanta, GA 30305

Map 5-8-19.00
Parcel

THIS INSTRUMENT PREPARED BY:
Willkie Farr & Gallagher
787 Seventh Avenue
New York, NY 10019-6099

(Corporate)

STATE OF Georgia)
COUNTY OF Douglas)

Before me, Laurie Harris, of the state and county aforesaid, personally appeared J.H. Dugan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Exec. V.P. of Rhodes, Inc., the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office in Atlanta, Georgia, this 17th day of December, 2001.

Laurie Harris
Notary Public

My commission expires:

Notary Public, Georgia
My Commission Expires
February 17, 2004

[Affix Notarial Seal]

LAURIE HARRIS NOTARY PUBLIC DOUGLAS COUNTY, GA

AFFIDAVIT OF VALUE

The actual consideration or true value, whichever is greater, for this transfer is $770,000.00.

Aaron Rents, Inc.

By: _____

(Corporate)

STATE OF GEORGIA)
COUNTY OF FULTON)

Before me, SHARON WOOD, of the state and county aforesaid, personally appeared ROBERT C. LOUDERMILK, SR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT of AARON RENTS, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office in Atlanta, GA, this 21 day of September, 2001.

Sharon D. Wood
Notary Public

My commission expires:

June 27, 2005

[Affix Notarial Seal]

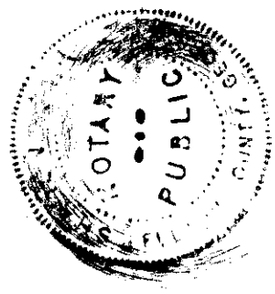


Exhibit A

Land in the First Civil District of Davidson County, Tennessee, being described by a survey by Barge, Waggoner, Sumner and Cannon Engineers, dated June 17, 1983, as follows:

Beginning at a point in the westerly margin of Gallatin Pike, said point being the northeast corner of the property conveyed to Park Development Company (now Union Realty Company by merger) by deed from Linnie Farris Mitchell Clift, of record in Book 3278, page 435, Register's Office for Davidson County, Tennessee; thence leaving the margin of Gallatin Pike, North 63 deg, 35' West 239.26 feet to a point; thence North 29 deg. 20' East, 52.63 feet a point; thence North 60 deg. 26' West 14.43 feet to a concrete monument, said monument being the southeast corner of the property conveyed to U-Haul Company of Nashville of record in Book 5136, page 215, Register's Office for Davidson County, Tennessee; thence along its line North 29 deg. 00' East, 100.00 feet to an iron pin, said iron pin being in the southwest corner of Lot 1-B on the Plan of the Resubdivision of Lot No. 1, U-Haul Park Plaza, of record in Book 5190, page 414, Register's Office for Davidson County, Tennessee; thence South 61 deg. 00' East 254.50 feet to a lead plug in the westerly margin of Gallatin Pike, said lead plug being in the southeast corner of Lot 1-A on the Plan of Resubdivision of Lot No. 1, U-Haul Park Plaza, of record in Book 5190, page 414, Register's Office for Davidson County, Tennessee; thence along the westerly margin of said Gallatin Pike, South 29 deg. 33' West 142.00 feet to the point of beginning.

Being the same property conveyed to Nashville Furniture Company, by deed from Sterchi Bros Stores, Inc., dated August 31, 1989, recorded in Book 7928, page 280, Register's Office for Davidson County, Tennessee. Title vests in Rhodes, Inc., a Georgia corporation, by merger of Nashville Furniture Co., a Georgia corporation, with and into Rhodes, Inc., a Georgia corporation of record in Book 8147, page 657 and Book 8147, page 669, Register's Office for Davidson County, Tennessee.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

In re:	)	
	)	Chapter 11
HEILIG-MEYERS COMPANY, et al.,	)	
	)	Case No. 00-34533 (DOT)
Debtors.	)	
	)	Jointly Administered

ORDER APPROVING THE DEBTORS' SALE OF CERTAIN REAL PROPERTY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, TO: RJR PROPERTIES AND DUPLIN-SAMPSON AREA MENTAL HEALTH PURSUANT TO SECTIONS 105, 363 AND 1146 OF THE BANKRUPTCY CODE

Upon the motion, dated May 10, 2001 (the "Motion"), of the above captioned debtors and debtors in possession (the "Debtors"), for the entry of an order pursuant to sections 105, 363 and 1146 of the Bankruptcy Code, as supplemented by Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (a) approving procedures for future sales of fee-owned real properties; (b) approving the form and manner of notice of such sales; (c) approving the form of purchase agreement; and (d) granting related relief; and notice of the Motion having been given as provided in the Motion; and a hearing having been held and an order (the "Order") having been entered on May 29, 2001, granting the relief requested in the Motion; and upon the Notice of Sale and Hearing to Approve Sale (the "Notice") filed by the Debtors on October 26, 2001; and no competing bids having been received for the properties subject to the Notice (the "Properties") pursuant to the Bidding Procedures approved in the Order; and the Debtors having entered into agreements for the purchase of the Properties (the "Purchase Agreements"), in substantially the same form as the Purchase

Agreements approved in the Motion, with the successful bidders at the Auction, listed on Exhibit "A" annexed hereto, copies of which have been previously filed with this Court or are attached hereto, as noted on Exhibit A; and no objections to the sale of the Properties having been received; and upon the record of the hearing to consider approval of the proposed sale of the Properties held on November 16, 2001 (the "Sale Hearing"); and it appearing that the relief requested in the Motion is necessary and in the best interests of the Debtors, their estates and their creditors; and after due deliberation and sufficient cause appearing therefor; this Court hereby makes the following Findings of Fact and Conclusions of Law pursuant to Bankruptcy Rule 7052:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1134.

B. Venue of this case in this district is proper pursuant to 28 U.S.C. § 1409(a).

C. Determination of the Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are sections 105 and 363 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

D. Proper, timely, adequate and sufficient notice of the Motion, the Auction and the sale of the Properties has been provided in accordance with section 102 (1) of the Bankruptcy Code and Bankruptcy Rules 2002, and 6004. No other or further notice is required.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, including: (a) all parties, if any, who are known to claim interests in or liens upon the Properties; and (b) all governmental taxing authorities who have, or as a result of the sale of the Properties may have, claims, contingent or otherwise, against the Debtors in connection with their ownership of the Properties.

F. Approval of the Purchase Agreements and consummation of the sale of the Properties at this time is in the best interests of the Debtors, their estates and creditors. The Debtors have articulated good and sufficient business justification supporting the sale of the Properties to the purchasers identified on Exhibit A annexed hereto (the "Purchasers") pursuant to section 363 of the Bankruptcy Code.

G. The consideration to be paid by the Purchasers under the Purchase Agreements constitutes adequate and fair value for the Properties.

H. The Purchase Agreements were: (a) negotiated, proposed and entered into in good faith, from arm's length bargaining positions, by the Debtors and the Purchasers; and (b) constitute the highest or otherwise best offer received for the Properties. The Purchasers are entitled to the protections of good faith purchasers pursuant to section 363(m) of the Bankruptcy Code with respect to the transactions approved hereby only.

I. The Properties constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Proposed Sales are hereby approved.

2. All capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to such terms in the Motion.

3. The terms and conditions of the Purchase Agreements are approved in all respects, and the sale of the Properties pursuant to the Purchase Agreements is authorized under sections 363(b), 363(f) and 363(m) of the Bankruptcy Code.

4. Pursuant to section 363(f) of the Bankruptcy Code, the Properties shall be transferred to the Purchasers and upon the closing under the Purchase Agreements shall be free and clear of any liens, claims and encumbrances and all parties having any lien, claim, encumbrance or interest in or upon the Properties are deemed to have consented to the transfer of such Properties to the respective Purchasers free and clear of any such lien, claim encumbrance or interest.

5. Upon closing, under the Purchase Agreements, any liens, claims and encumbrances, shall attach to the proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Properties. Should the Debtors dispute the amount of such liens, claims or encumbrances, at closing, the Debtors shall place into a segregated account the disputed amount pending resolution of such dispute.

6. The net proceeds of the sale of the Properties shall be applied in accordance with the requirements of the DIP Facility or the Adequate Protection Order, as appropriate, as provided in paragraph 7 below.

7. Any liens and encumbrances in the prepetition lender's collateral (the "Wachovia Collateral") shall be transferred to the proceeds from the sale of the Wachovia

Collateral and shall be treated in accordance with the terms of the Final Order Pursuant to Sections 361 and 363 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure Providing the Pre-Petition Secured Lenders Adequate Protection (the "Adequate Protection Order") and deposited in the real estate escrow account maintained by the Debtors with Wachovia Bank, N.A.

8. Except as may be expressly permitted by the Purchase Agreements, and as described above, all persons and entities holding liens, claims and encumbrances of any kind and nature with respect to the Properties hereby are barred from asserting such liens, claims or encumbrances of any kind and nature against the Purchasers, their successors or assigns, or the Properties.

9. If any person or entity that has filed financing statements or other documents or agreements evidencing liens on or interests in the Properties shall not have delivered to the Debtors prior to the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Properties, the Debtors hereby are authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the relevant Property.

10. The Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, the Purchase Agreements, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreements, and to take all further actions as may reasonably be

requested by any Purchaser for the purpose of assigning, transferring, granting, conveying and conferring the relevant Property to such Purchaser.

11. Each Purchaser is hereby deemed to be a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the full protections of section 363(m) of the Bankruptcy Code.

12. The Purchase Agreements and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that any such modification, amendment or supplement is not material and adverse to the Debtors.

13. As provided by Bankruptcy Rule 7062, this order shall be effective and enforceable immediately upon entry.

14. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreements, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (ii) to resolve any disputes arising under or related to the Proposed Sale, and (iii) to interpret, implement and enforce the provisions of this Order.

15. Upon entry, the Clerk shall serve a copy of this Order to those parties on the attached Service List.

16. As permitted by Local Bankruptcy Rule 9013(G), the requirement of a separate memorandum of law contained in Local Bankruptcy Rule 9013-1 (G) is hereby waived.

Dated: Richmond, Virginia
November 16, 2001

NOV 16 2001

CHIEF UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Lynn Lewis Tavenner

NOV 16 2001

LeCLAIR RYAN, a Professional Corporation
Bruce H. Matson (VSB No. 22874)
Lynn Lewis Tavenner (VSB No. 30083)
Paula S. Beran (VSB No. 34679)
707 E. Main St., Suite 1100
Richmond, Virginia 23219
(804) 783-2003

and

WILLKIE FARR & GALLAGHER
Paul V. Shalhoub
Andrew R. Gottesman
787 Seventh Avenue
New York, NY 10019-6099
(212) 728-8000

Co-Counsel to the Debtors
and Debtors in Possession

CERTIFICATE

I hereby certify that pursuant to Local Bankruptcy Rule 9002-1(C), that the foregoing order has been endorsed by all necessary parties.

/s/ Lynn Lewis Tavenner

SERVICE LIST

Lynn Lewis Tavenner, Esquire
LeClair Ryan, A Professional Corporation
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Richmond, Virginia 23219

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Andrew R. Gottesman, Esquire
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Akin Gump Strauss Hauer & Feld, LLP
590 Madison Avenue, 20th Floor
New York, NY 10022

David Walls, Esquire
Moore & Van Allen PLLC
100 North Tryon Street, 47th Floor
Charlotte, North Carolina 28202

RJR Properties
2121 North Hamilton St.
Richmond, Virginia 23230

Duplin-Sampson Area Mental Health
P.O. Box 599
Kenansville, North Carolina 28349

EXHIBIT A

Store Number	Property Address	Purchaser	Purchase Price	Contract
7	23 & 25 W Broad St Richmond, VA	RJR Properties 2121 A North Hamilton St. Richmond, VA 23230	$300,000	previously filed with the court
78	Rockfish Plaza Wallace, NC	Duplin-Sampson Area Mental Health P.O. Box 599 Kenansville, NC 28349	$250,000	previously filed with the court