318
FBT

GENERAL WARRANTY DEED

TO:	Sullivan's of Tennessee, Inc.	THIS INSTRUMENT PREPARED BY: Ralph Z. Levy, Jr., Esq. Frost Brown Todd LLC
FROM:	Morris Furniture Company, Inc.	424 Church Street, Suite 1600 Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Sullivan's of Tennessee, Inc. 224 East Douglas, Suite 700 Wichita, Kansas 67202	Same	093-06-4-040.00 093-06-4-039.00

Davidson County DEEDWARR
Recvd: 05/04/05 14:03 5 pgs
Fees:28.00 Taxes:2220.00
20050504-0050029

STATE OF Kansas)
COUNTY OF Sedgwick)

The actual consideration for this transfer is $600,000.00.

SULLIVAN'S OF TENNESSEE, INC.

By: _____
John D. White, President

Sworn to and subscribed before me, this 28th day of April, 2005.

_____
Notary Public

My Commission Expires: 6-23-05

KARON PERRILL
Notary Public - State of Kansas
My Appt. Expires June 23, 2005

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged Morris Furniture Company, Inc., a Tennessee corporation (hereinafter the "Seller"), has bargained and sold, and by these presents does transfer and convey unto Sullivan's of Tennessee, Inc., a Tennessee corporation (hereinafter called the "Buyer"), and Buyer's successors and assigns certain real property located in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple. Seller covenants with Buyer that it is lawfully seized and possessed of the said real property in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise set out herein. Seller further covenants and binds itself, its representatives, successors and assigns to

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

IN WITNESS WHEREOF, Seller has caused this General Warranty Deed to be executed effective as of the 29 day of April, 2005, by its duly authorized officer.

SELLER: MORRIS FURNITURE COMPANY, INC.

By: _____
Joel Morris, President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Joel Morris, 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 Morris Furniture Company, Inc., a Tennessee corporation, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 29 day of April, 2005.

_____
Notary Public

TERESA G. BURSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

7.30.05

My Commission Expires: 7.30.2005

EXHIBIT A

PROPERTY DESCRIPTION

Tract I:

Land in Davidson County, Tennessee being further described as follows:

Being a part of Lot No. 21 on the Map of Davidson Academy Lots, not of record, and described according to a copy of a survey thereof made by Z.J. Wilkinson, Surveyor, July 19, 1948, as follows:

Beginning at a point in the east margin of Fourth Avenue South, as now widened, and located 90 feet south of the south margin of Broad Street, said point being in the south line of a 10-foot area way and in the northwest corner of the building located on said lot known as 104 Fourth Avenue, South southerly 25 feet to a point; thence easterly 70 feet to a point; thence northerly 25 feet to a point; thence westerly 70 feet, more or less, to the east margin of Fourth Avenue, South, the point of beginning.

Being the same property conveyed to Morris Furniture Company, a Tennessee corporation by Quitclaim Deed from Joel P. Morris of record in Book 9072, page 104 Register's Office for Davidson County, Tennessee.

Tract II:

Land in Davidson County, Tennessee, being the premises known as City No. 106 Fourth Avenue South, Nashville, Tennessee, and being part of Lot No. 21 on the Map of Davidson Academy Lots, not of record, and described according to a copy of a survey thereof made by Z.J. Wilkinson, Surveyor, July 19, 1948, as follows:

Beginning at a point in the east margin of Fourth Avenue South, as now widened, and located in the southwest corner of the building known as 104 Fourth Avenue South, said point being 115 feet South of the South margin of Broad Street; thence, with the margin of Fourth Avenue South, southerly 35 fee to a point; thence, easterly, partly along the north line of a building and partly along a fence, 154 feet 3 inches to a point; thence, northerly 11 feet 7 inches to appoint; thence, westerly 24 feet 3 inches to a point; thence, northerly 23 feet 5 inches to a point; thence westerly 130 feet to the point of beginning.

Being the same property conveyed to Morris Furniture Company, a Tennessee corporation by Quitclaim Deed from Joel P. Morris of record in Book 9072, Page 102, Register's Office for Davidson County, Tennessee, and by Quitclaim Deed from Edwin L. Holt and wife, Louis C. Holt of record in Instrument NO. 20030801-0109557, said Register's Office.

Included in the above description, but excluded therefrom is a portion of said property having been conveyed to Edwin L. Holt and wife Louis C. Holt by Warranty Deed of record in Instrument No. 20030801-0109558, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at an iron rod in the northerly boundary of Louis B. Todd, Jr., property of record as Instrument No. 20030109-0004230, Register's Office for Davidson County, Tennessee, and the

southerly boundary of Morris Furniture Company property of record in Book 9072, page 102, said Register's Office, said iron rod being North 62 deg. 30 min. 00 sec East, 110.21 feet from the easterly right of way of Fourth Avenue South; thence, North 27 deg. 02 min. 00 sec. West, 35.00 feet to a southeasterly corner of Lufay Anderson Sweet, II, property of record as Instrument No. 20030115-0006649, said Register's Office , and a southwesterly corner of tract Two; thence, with the boundary of said Tract Two as follows: north 62 deg. 30 min. 00 sec. East, 20.00 feet; South 27 deg. 02 min. 00 sec. East, 23. 42 feet to a mag nail; North 62 deg. 30 min. 00 sec. East. 24.25 feet South 27 deg. 01 min. 00 sec East. 11.58 feet to the aforementioned northerly boundary of Louis B. Todd, Jr.; thence with said boundary South 62 deg 30 min. 00 sec West, 50.00 feet to the beginning , containing 980.9 square feet or 0.0225 acre, more or less.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year **2005** not yet due and payable. (Tract I: Map & Parcel #093-06-4-040.00 - 2004 Taxes Paid for $7,842.80 and $269.70; Tract II: Map & Parcel #093-06-4-039.00 - 2004 Taxes Paid for $2,108.64 and $72.51; Tract III: Map & Parcel #093-06-4-015.00 - 2004 Taxes Paid for $15,463.92 and $531.78)

2. Survey prepared by Robert M. Searson, RLS No. 1666, Littlejohn Engineering Associates, Inc., dated May 28, 2004, last revised June 17, 2004, shows the following:
   - overhead power lines crossing the land from the northerly and southern boundaries to an easterly boundary
   - two doors on adjacent properties to the north of the land that open onto and have access from the land
   - fence with gate surrounding a ramp that appears to serve property adjoining the land to the north, or encroachment of the fence onto the adjoining property
   - encroachment onto the sidewalk bordering Broadway by the building and lights on the land
   - party walls between Tracts I and III of the land and adjacent properties
   - encroachment of asphalt parking area onto adjacent property to the north.

3. Rights of others in and to all party walls and all roofs, chimneys, fixtures and other appurtenances to the buildings susceptible to common use, and easements for support and maintenance thereof.

4. Capital Mall Redevelopment Project Plan as set out in the following ordinances of the Metropolitan Council: 77-716; 82-845; 87-1695; 91-1567; 93-774; 97-755 (also recorded in Book 10512, page 464, Register's Office for Davidson County, Tennessee); 98-1187; and BL2002-1033 (also recorded as Instrument No. 20020626-0076795, said Register's Office).