New Owner:
THORN ADVANTEDGE AUTO, INC.
8200 East Thorn Drive
Wichita, KS 67226

Send Tax Bills to:
SAME AS NEW OWNER

MAP/PARCEL
6DA 250
106-1-153

This Instrument Prepared By:
Stanley M. Walker, Esquire
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

BOOK 10699 PG 60

RETURN TO:
Law Offices of
William D. Castleman, P.C.
Suite 112, Glancy Square
110 Glancy Street
Goodlettsville, TN 37072

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 10th day of November, 1997, by EXXON CORPORATION, a corporation created and existing under and by virtue of the laws of the State of New Jersey, and duly authorized to transact business in the State of Tennessee, with an office and place of business at 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and Thorn AdvantEdge Auto, Inc., a Kansas Corporation of 8200 East Thorn Drive, Wichita, Kansas 67226, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, its heirs and assigns, all that real property situated in the City of Nashville, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

This conveyance is made by Grantor and accepted by Grantee subject to the restrictions that neither all nor any portion of the Property, separately or in conjunction with other property, will be used for the sale of gasoline, diesel, or other motor fuels for a period of ten (10) years from the Effective Date.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the date of recordation of this Deed ("Effective Date"), or migrating onto or into the Property after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other contamination deposited on or into the Property after the Effective Date.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not

unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access or remediation; however, Grantor will not prevent the owner of the Property or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases, holds harmless, and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor vehicle fuel or petroleum products or derivatives containing hydrocarbons on or into the Property, except as to Grantor's obligation, if any, to remediate the Baseline Condition.

As further consideration for this conveyance, Grantee shall be responsible for, and shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any loss, claim, damage or liability to include property damage and personal injury and to include any claim made under CERCLA and RCRA, asserted by any third party or public authority, arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after Effective Date, unless caused by the sole negligence of Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's heirs and assigns, forever, subject to the provisions hereof and Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the above described property and that it has a good right to convey and that, and in lieu of all other warranties express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by its Vice President, R.L. Rich, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, William C Riggs, all as authorized by the Board of Directors.

GRANTOR:

EXXON CORPORATION

By: R.L. Rich
Name: R L RICH
Title: Vice President

ATTESTE: EXXON INCORPORATED

By: William C Riggs
Name: WILLIAM C RIGGS
Title: Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared R L RICH, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within named bargainor and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and Notarial Seal of Office in said State and County, this 10TH day of NOVEMBER, 1997.

Sue S. Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

GRANTEE:

ATTEST:

Thorn AdvantEdge Auto, Inc.

By: _____
Name: Dwight D. Dumler
Title: ~~Staff~~ Attorney

By: Don Bain
Name: Don Bain
Title: Vice President

STATE OF ~~TENNESSEE~~ Kansas §
§
COUNTY OF Sedgwick §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared Don Bain, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of THORN*~~FINANCE SERVICES, INC.~~, the within named bargainor and that she/he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President. *ADVANTEDGE AUTO, INC.

Witness my hand and Notarial Seal of Office in said State and County, this 18th day of November, 1997.

Carrie L. Ross
Notary Public, State of ~~Tennessee~~ Kansas
My Commission Expires: 6-26-98

CARRIE L. ROSS
Notary Public - State of Kansas
My Appt. Expires 6-26-98

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 10699 PG 63

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 350,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

EXXON CORPORATION

By: R.L.R
Name: R. L. RICH
Title: Vice President

Subscribed and sworn to before me this the 10TH day of NOVEMBER, 1997.

Sue S Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

4595 11/26 0101 03CHECK 1316.00

SP #50388
Nashville, Tennessee

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
THORN FINANCE SERVICES, INC.
8200 E. Thorn Drive, Wichita, Kansas 67226

Land in Davidson County, Tennessee, being Lot No. 2, on the Plan of City View Park, Section 6, as of record in Book 5190, page 243, Register's Office for said County, described as follows:

Beginning at a concrete monument set in the southerly margin of Murfreesboro Pike (U.S. 41, 70S), said point being the southwesterly corner of the intersection of Fesslers Lane and Murfreesboro Pike; thence southeastwardly around a curve to the right, having a radius of 40 feet, a distance of 54.70 feet, to a concrete monument set in the westerly margin of Fesslers Lane; thence with said margin of Fesslers Lane South 6° 38' 00" West 24.06 feet to another concrete monument in said margin of said Lane; thence continuing southwardly with said margin of said Lane along a curve to the right, having a radius of 687.04 feet, a distance of 145.94 feet to a point in said margin of said Lane; thence leaving said Lane North 71° 11' 44" West 180.00 feet to a concrete monument; thence North 4° 51' 34" East 204.42 feet to a point in the southerly margin of Murfreesboro Pike; thence with said margin of Murfreesboro Pike, South 71° 43' 00" East, 169.29 feet to the point of beginning.

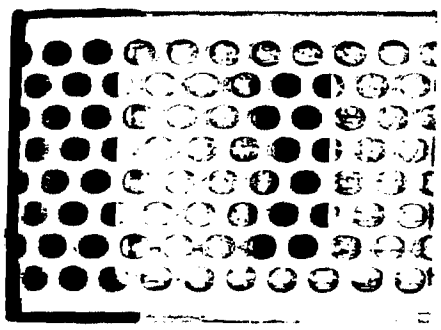
INCLUDED in the above description, but expressly EXCLUDED therefrom is the following described property conveyed to Mrs. Winner's, L.P., a Georgia limited partnership, by deed from Exxon Corporation, of record in Book 9522, page 776, Register's Office for Davidson County, Tennessee:

All that tract or parcel of land situate in Davidson County, Tennessee, being a portion of Lot No. 2, on the Plan of City View Park, Section 6, as of record in Book 5190, Page 243, Register's Office for said County, described as follows:

To find the True Point of Beginning, commence at an iron pin set in the Southerly margin of Murfreesboro Pike (U.S. 41, 70S) (80-foot right-of-way) said iron pin being at the Southwesterly corner of the intersection of Fesslers Lane (60-foot right-of-way) and Murfreesboro Pike; thence Southeasterly around a curve to the right, having a radius of 40.00 feet, a distance of 54.70 feet, to an iron pin set in the Westerly margin of Fesslers Lane; thence with said margin of Fesslers Lane South 06° 38' 00" West 24.06 feet to an iron pin set in said margin of said Lane; thence continuing Southerly with said margin of said Lane along a curve to the right, having a radius of 687.04 feet, a distance of 98.94 feet to a point in said margin of said Lane and the True Point of Beginning; from the True Point of Beginning as thus established, and with the Westerly margin of Fesslers Lane, run along a curve to the right, having a radius of 687.04 feet, a distance of 47.00 feet to an iron pin set; thence leaving said Lane North 71° 11' 44" West 180.00 feet to a concrete monument found; thence North 04° 51' 34" East 48.40 feet to iron pin set; run thence South 71° 11' 44" East 190.06 feet to an iron pin set in the Westerly margin of Fesslers Lane and the True Point of Beginning. The above described property is now a portion of Lot No. 1 as shown on that certain plat of Murfreesboro Pike/Winner's L.P. as of record in Book 7900, page 821, Register's Office, Davidson County, Tennessee.

Being a portion of the same property conveyed to Exxon Corporation (a New Jersey corporation), by deed from Third National Bank in Nashville, of record in Book 5408, page 433, Register's Office for Davidson County, Tennessee.

037417
IDENTIFICATION REFERENCE
97 NOV 26 PM 2:36
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.



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

RECEIVED OF _____

FOR _____

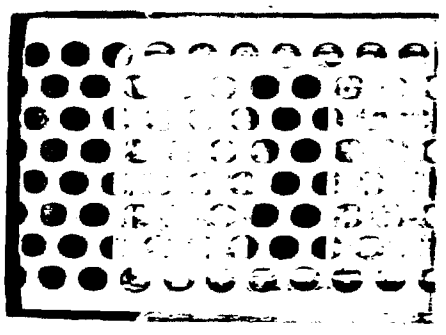
BOOK 10699 PG 65

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

CAMT
350000.00
CON TX 1295.00
PRFEE 1.00
TDEED 20.00
~~TOTAL 1316.00~~
~~CHECK 1316.00~~
11/26/97 01 14:38 0001 4595

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



03741117
IDENTIFICATION REFERENCE

97 NOV 26 PM 2:36

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

VOID
TDEED 20.00
WDEED 20.00
TOTAL 0.00
CHECK 0.00

11/26/97 01 14:40 0001 4597

No. 1225440