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Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Sectras Corporation c/o Security Pacific National Bank P.O. Box 7636 San Francisco, CA 94120	Map 162 P/O 059	Sectras Corporation c/o Security Pacific National Bank P.O. Box 7636 San Francisco, CA 94120 Attn: April L. Tanalski

This instrument prepared by: Boult, Cummings, Conners & Berry (JTT)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

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 consideration, the receipt and sufficiency of all of which are hereby acknowledged, BARNETT-RANGE CORPORATION, a California corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to SECTRAS CORPORATION, a Delaware corporation (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real Estate taxes for the year 1991 and subsequent years, not yet due and payable.

2. Storm Water Detention Agreement by and between Barnett-Range Corporation and The Metropolitan Government of Nashville and Davidson County, of record in Book 6441, page 659, Register's Office of Davidson County, Tennessee.

3. Reciprocal Easement Agreement and Restrictive Covenants, of record in Book 6442, page 567, said Register's Office.

4. Deed of conveyance for the construction of sanitary sewers to The Metropolitan Government of Nashville and Davidson County Department of Water and Sewerage Services, of record in Book 7121, page 310, said Register's Office.

0288 05/08 0101 03CHECK 1102.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $330,000.00.

Affiant

Subscribed and sworn to before me this 8th day of May, 1991.

Notary Public
My Commission Expires: 10-22-95

12830

IDENTIF. REFERENCE

MAY 8 10 09 AM '91
FELIX [illegible]
DAVIDSON COUNTY TN.

5. Deed of conveyance for the construction of water main to The Metropolitan Government of Nashville and Davidson County Department of Water and Sewerage Services, of record in Book 7121, page 313, said Register's Office.

6. All matters as shown on the Plans of Record in Book 6250, page 42 and Book 6250, page 227, said Register's Office.

7. Deed of Trust from Barnett-Range Corporation to J. Thomas Trent, Jr., Trustee for the benefit of Security Pacific National Bank of record in Book 8148, page 495, said Register's Office (the "Deed of Trust").

This is unimproved property. It is the intention of the parties hereto that the interest created in Grantee pursuant to the execution and delivery hereof not be merged with the interest created in Security Pacific National Bank, its successors, successor-in-interest and assigns, pursuant to the Deed of Trust but that such interest of Grantee remain separate and distinct, and that the lien of the Deed of Trust be preserved in favor of Security Pacific National Bank, its successors, successors-in-interest and assigns. Nothing contained herein shall serve to release the lien and encumbrance created by the Deed of Trust or to satisfy the indebtedness secured thereby. It is the intention of the parties hereto that this instrument constitute an absolute conveyance of the title to the Property and not be construed as a conveyance given for further security for the indebtedness secured by the Deed of Trust.

THIS CONVEYANCE IS MADE SUBJECT TO, BUT WITHOUT ASSUMPTION OF, THE DEED OF TRUST.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 30th day of April, 1991.

BARNETT-RANGE CORPORATION, a California corporation

By: H Barnett

Title: CEO

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

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Before me, Rhonda J. Vouchell, a Notary Public of the State and County aforesaid, personally appeared Hal W. Barnett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Executive Officer of Barnett-Range Corporation, a California corporation, the within named Grantor, and that he as such [office] Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of Barnett-Range Corporation.

WITNESS my hand and seal, at office in San Joaquin County, State of Calif., this 29 day of April, 1991.

Rhonda J. Vouchell
Notary Public

My Commission Expires: 3-23-92

OFFICIAL SEAL
RHONDA VOUCHELL
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
MY COMMISSION EXPIRES MARCH 23 1992

Exhibit "A"

Being a tract of land in the Second Civil District of Nashville, Davidson County, Tennessee, fronting on Tusculum Road and located approximately 530 feet West of the intersection of Tusculum Road with Blue Hole Road and being more particularly described as follows:

To find the point of beginning, begin at the Northeast corner of the Antioch United Methodist Church, as of record in Deed Book 5560, Page 477, R.O.D.C., said point also located in the South right-of-way margin of Tusculum Road;

Thence, with said South margin and a curve to the right having a central angle of 01°33'45", a radius of 1,402.40 feet, and a curve distance of 38.24 feet to a point;

Thence, S 81°48'52" E, 243.38 feet to the point of beginning;

Thence, continuing with said South right-of-way margin, S 81°48'52" E, 75.00 feet to a point;

Thence, leaving said South margin and with a new line, S 8°11'08" W, 300.00 feet to a point;

Thence, S 60°54'09" E, 84.21 feet to a point;

Thence, S 6°34'34" E, 50.74 feet to a point;

Thence, S 67°12'31" W, 118.57 feet to a point;

Thence, with a curve to the right having a central angle of 12°25'31", a radius of 459.31 feet, and a curve distance of 99.61 feet to a point;

Thence, S 79°38'02" W, 118.61 feet to a point;

Thence, with a curve to the right having a central angle of 11°01'04", a radius of 414.74 feet, and a curve distance of 79.75 feet to a point;

Thence, S 89°20'54" W, 30.00 feet to a point;

Thence, S 0°39'06" W, 32.00 feet to a point;

Thence, with a curve to the left having a central angle of 23°17'59", a radius of 242.51 feet, and a curve distance of 98.62 feet to a point;

Thence, S 22°38'53" E, 144.00 feet to a point;

Thence, S 67°21'07" W, 81.73 feet to a point;

Thence, with a curve to the left having a central angle of 37°52'05", a radius of 145.76 feet, and a curve distance of 96.33 feet to a point;

Thence, S 29°29'02" W, 134.76 feet to a point;

Thence, with a curve to the right having a central angle of 11°05'02", a radius of 332.51 feet, and a curve distance of 64.32 feet to a point;

Thence, S 40°29'56" E, 28.17 feet to a point;

Thence, S 33°37'54" W, 110.00 feet to a point;

Thence, S 34°15'28" E, 297.23 feet to a point;

Thence, S 0°00'00" E, 92.73 feet to a point, said point being in the North property line of the James I. Vance Berry, Trustee Property as of record in Deed Book 4322, page 268, R.O.D.C.;

Thence, with Berry's North property line, N 87°26'07" W, 489.39 feet to a point, said point being Berry's Northwest corner and also being a point in the East property line of the Interchange Development Company Property as of record in Deed Book 4981, page 268, R.O.D.C.;

Thence, with the Interchange Development Company's East property line, N 18°32'34" E, passing through a point being the Northeast corner of the said Interchange Development Company and the Southeast corner of the said Antioch United Methodist Church Property;

Thence, continuing with said Church's East property line, a total distance of 1,406.00 feet to a point;

Thence, N 39°20'00" E, 42.82 feet to a point;

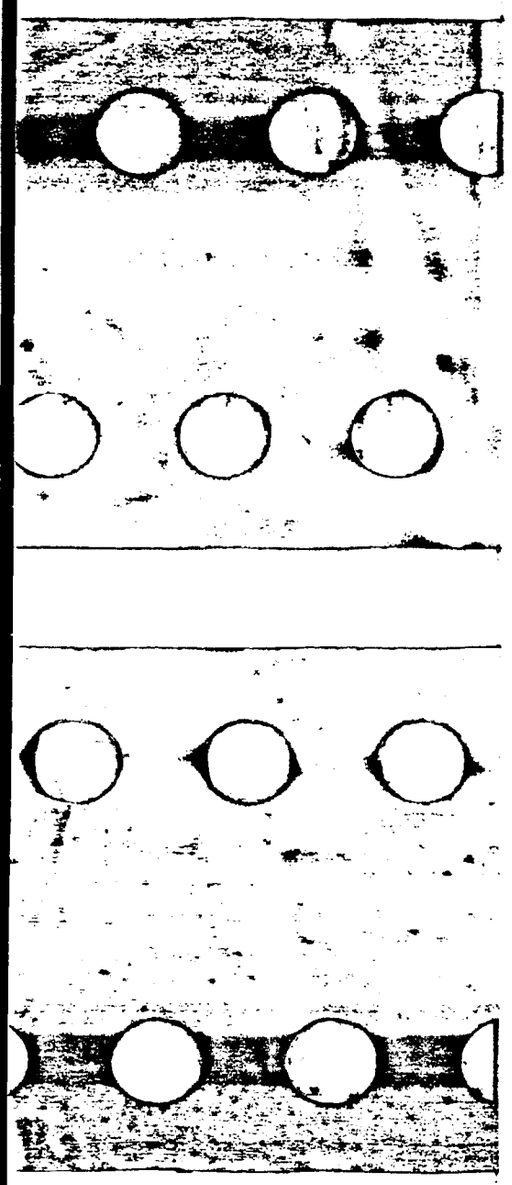
Thence, leaving said Church's East line and with a new line, S 81°48'52" E, 365.92 feet to a point

Thence, N 8°11'08" E, 140.00 feet to the point of beginning;

Containing 11.44 acres, (498,556.03 square feet), more or less.

The forgoing tract of land is a portion of the property conveyed to Barnett-Range Corporation, a California corporation, by deed from B and P Developments, a Tennessee general partnership composed of David H. Parker and Frank C. Batson of record in Book 6323, page 621, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	
				330000.00
			CON TX	1089.00
			PRFEE	1.00
			WDEED	12.00
			TOTAL	1102.00
			CHECK	1102.00
05/08/91	01		10:40 0001	0288

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12830

IDENTIF. REFERENCE

MAY 8 10 40 AM '91

FELIX Z. WILSON
DAVIDSON COUNTY TN.

No. 419920