ADDRESS NEW OWNER:
WOLSELEY-HUGHES ACQUISITION COMPANY, INC.
c/o FERGUSON ENTERPRISES, INC.
P. O. Box 2778
Newport News, VA 23602
Attn: Thomas Mitchell, Comptroller

SEND TAX BILLS TO:
SAME

MAP-PARCEL NO.
106-2-40

This instrument prepared by: Hunton & Williams
P. O. Box 1535
Richmond, Virginia 23212

BOOK 6039 PAGE 178

DEED OF ASSUMPTION

THIS DEED OF ASSUMPTION, dated as of the 31st day of January, 1983, by and between FERGUSON ENTERPRISES, INC., a Virginia corporation (Grantor), and WOLSELEY-HUGHES ACQUISITION COMPANY, INC., a Virginia corporation (Grantee), provides:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to a certain tract of real property located in Davidson County, Tennessee, described as follows:

Being Lot No. 4 on the plan of Interstate Business Center, Section 2, of record in Book 4660, page 113, Register's Office for Davidson County, Tennessee, more specifically described as follows:

BEGINNING at an iron pin on the northerly margin of the new dedicated right-of-way of Elm Hill Pike, said iron pin being common between herein described and the southeast corner of Lot One, Section One, Elm Hill Industrial Sites, recorded in Book 3842, page 140, said Register's Office, said iron pin also being a distance of approximately 635.8 feet from the northerly margin of I-24 and I-40 as measured along the northerly margin of Elm Hill Pike; thence, leaving the northerly margin of said right-of-way on a common line between herein described and aforementioned Elm Hill Industrial Sites in part, N 07° 09' E a distance of 350.0 feet to a monument; thence, continuing in the same direction 90 feet to a monument, and also being the northwest corner of the lot herein described; thence, S 82° 51' E a distance of 250.0 feet to a point; thence S 07° 09' W a distance of 440.0 feet to a point on the northerly margin of the new dedicated right-of-way of Elm Hill Pike; thence, with said right-of-way, N 82° 51' W a distance of 250.0 feet to the point of beginning and containing 2.53 acres.

Being the same property conveyed to Ferguson Enterprises, Inc., a Virginia corporation, by deed from Nashville Investment Company, a Virginia limited partnership, of

record in the Register's Office for Davidson County, Tennessee, in Book 4943, page 687.

TO HAVE AND TO HOLD the said real property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

And the Grantor does covenant with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple; and has a good right to convey it.

This conveyance is made subject to the deed of trust hereinafter described and any recorded covenants, conditions, restrictions and easements affecting the real estate hereinabove described and conveyed.

The Grantee, by accepting this deed and affixing its signature hereto, does hereby assume and agree to pay the oustanding principal indebtedness and all other obligations secured by the lien of a certain deed of trust (the Deed of Trust) upon the above described property given by Ferguson Enterprises, Inc., a Virginia corporation, to L. W. Richardson and J. M. Wiltshire, Jr., as trustees, dated August 25, 1975, and recorded August 28, 1975 in the Register's Office for Davidson County, Tennessee in Book 4945, Page 984, and amended by an Amendment to Deed of Trust (Amendment to Deed of Trust), dated as of January 31, 1983, and to be recorded immediately prior hereto. The Deed of Trust and the Amendment to Deed of Trust secure payment of a note (the Note) dated August 25, 1975, held by Home Beneficial Life Insurance Company in the original principal amount of $160,000, and Wolseley-Hughes Acquisition Company, Inc. does hereby covenant and agree to pay the indebtedness secured by the Deed of Trust, as amended, and all other payments required thereunder.

The Grantor further covenants and binds itself and its successors to warrant and forever defend the title to the said land to Wolseley-Hughes Acquisition Company, Inc., its successors

and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Ferguson Enterprises, Inc. has caused this instrument to be executed by its duly authorized officers this 31st day of January, 1983.

FERGUSON ENTERPRISES, INC.

By _____
Vice President - Finance

By _____
Secretary

IN WITNESS WHEREOF, Wolseley-Hughes Acquisition Company, Inc. has caused this instrument to be executed by its duly authorized officers this 31st day of January, 1983.

WOLSELEY-HUGHES ACQUISITION COMPANY, INC.

By _____
Vice President - Finance

By _____
Assistant Secretary

STATE OF VIRGINIA)
)
CITY OF NEWPORT NEWS)

Before me, a Notary Public in and for the City and State aforesaid, personally appeared James B. Thomas, Jr. and Christine M. Masheri, with whom I am personally acquainted and who upon oath acknowledged themselves to be the Vice President - Finance and Secretary of Ferguson Enterprises, Inc., the within named bargainor, a corporation, and that they, as Vice President - Finance and Secretary, being authorized for the purposes therein contained by signing the name of the Corporation by James B. Thomas, Jr., and attesting the same by Christine M. Masheri, as Secretary.

WITNESS my hand and seal at office in Newport News, Virginia, this 31 day of January, 1983.

Sherry L. Stokes
Notary Public

My commission expires:

11-22-85

STATE OF VIRGINIA)
)
CITY OF NEWPORT NEWS)

Before me, a Notary Public in and for the City and State aforesaid, personally appeared James B. Thomas, Jr. and Christine M. Masheri, with whom I am personally acquainted and who upon oath acknowledged themselves to be the Vice President - Finance and Assistant Secretary of Wolseley-Hughes Acquisition Company, Inc., the within named bargainor, a corporation, and that they as Vice President - Finance and Assistant Secretary being authorized for the purposes therein contained by signing the name of the Corporation by James B. Thomas, Jr., and attesting the same by Christine M. Masheri as Assistant Secretary.

WITNESS my hand and seal at office in Newport News, Virginia, this 31 day of January, 1983.

Sherry L. Stokes
Notary Public

My commission expires:

11-22-85

A F F I D A V I T

The actual consideration or value of the transfer, whichever is greater, is $ 250,000.00 .

FERGUSON ENTERPRISES, INC.

By _____
Vice President - Finance

SWORN and subscribed to before me this 31 day of January, 1983.

_____
Notary Public

My commission expires: 11-22-85

RUSH

H 4 2 1 8 2

IDENTIF. REFERENCE

APR 15 2 45 PM '83

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6039 PAGE 183

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

250000.00- CO
650.00 CO TX
.50 PRFEE
15.00 WDEED
CHECK 665.50-
0626A04/15/63 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 42182

IDENTIF. REFERENCE

APR 15 3 05 PM '63

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 942343