

of the Property, in the amount of NINE THOUSAND FORTY ONE AND 93/100^{BOOK} 20^{PAGE} 77
DOLLARS, (\$9,041.93), representing one and one-third times the mechanic's
lien amount as required by statute, for the payment thereof to the said Plaintiff
and L.P. Cox Company and Hartford Accident and Indemnity Company, the said Principal
and Surety bind themselves, their successors and assigns, firmly by these presents.
This Bond is given as substituted security for the Property against which the
Plaintiff claims a Mechanic's Lien.

The condition of this Bond is that if L. P. Cox Company
shall pay to the Plaintiff any amount found to be due as alleged by its
Mechanic's Lien, then this Bond shall be null and void; otherwise to remain in
full force and effect.

Nothing contained in this Bond shall be deemed as an admission of
any liability on the part of L. P. Cox Company and/or
Charter Properties Project Partnership #3, in this case on the disputed issues
a North Carolina Limited Partnership other than an acknowledgement that the Surety named herein shall be responsible
for the satisfaction of its obligations as stated herein. Upon the
determination of an amount due to the Plaintiff in the instant action, the
Plaintiff shall be entitled to entry of judgment in such an amount against
the Principal and Surety. Upon satisfaction of such judgment, the
obligation under this Bond shall be terminated.