

Inc., a corporation, and by Belweather Properties, a New York limited partnership under a joint venture entitled Haywood Mall Associates; that the property upon which Plaintiff worked and for which Plaintiff supplied materials is leased by CIG, Inc., d/b/a Chevy's Diner and Bar at Haywood Mall, 700 Haywood Road, Greenville, South Carolina, and is further part of the property hereinafter described.

4. That the said debt is due Plaintiff by virtue of an agreement with Kent Watson, Vice President of the general contractor, Carolina-Estee Construction, Inc., dated August 28, 1985, and attached hereto as Exhibit "C." On information and belief, said agreement was entered into with the actual knowledge of Haywood Mall Associates; that the labor performed upon and materials furnished for said improvements were made or furnished within 90 days of the date hereof, the last such material being furnished on October 14, 1985.

5. That by virtue thereof, by the service and filing of this Notice and Certificate and pursuant to the provisions of the statutes in such cases made and provided, the undersigned has and claims a lien to secure the payment of the debt so due and the cost of enforcing said lien upon such part of the real estate hereinafter described as is being leased to CIG, Inc., d/b/a Chevy's Diner and Bar.

Marvin A. Mills
Marvin Mills

SWORN TO before me this
3rd day of December, 1985.

Que B. DeLoach
Notary Public for South Carolina
My Commission Expires 12-5-95