

FILED  
GREENVILLE CO., S.C.

OCT 14 9 51 AM '87

JOHNIE S. TANKERSLEY  
R.H.C.

VOL 20 PAGE 1932

BOND TO DISCHARGE MECHANIC'S AND MATERIALMAN'S LIEN  
( Mechanic's Lien Book 20 at page 1843 )

KNOW ALL MEN BY THESE PRESENTS:

That we, Nabholz Construction Corporation of Conway, Arkansas, as Principle, and St. Paul Fire and Marine Insurance Company, a Corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the state of South Carolina, as Surety, are held and finally bound unto Ballenger Construction Company, in the penal sum of Five Hundred Seventy Eight Thousand Eight Hundred Forty Seven and 79/100 Dollars (\$578,847.79) in lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors and assigns, jointly, severally and finally by these presents.

WHEREAS, Ballenger Construction Company has a lien for the sum of Four Hundred Thirty Four Thousand One Hundred Thirty Five and 84/100 (\$434,135.84), against Nabholz Construction Corporation, covering the described as Greenville Hilton Inn, 915 Haywood Road, Greenville, South Carolina.

WHEREAS, said lien purports to have been made as prescribed in the lien laws of the State of South Carolina, wherein such lienor claims a lien against the above described property for and on account of labor and/or materials furnished to said Nabholz Construction Corporation, which labor and/or materials were furnished for the construction of improvements to such property.

NOW, THEREFORE, the condition of this obligation is such that, if the above bounden Nabholz Construction Corporation, shall well and truly pay any and all judgments which may be rendered against the said property in favor of the aforesaid lienor, successors or assigns, in any action or proceeding to enforce said lien, then this obligation shall be void, otherwise to remain in full force and effect.

Dated this 9th day of October, 1987.

Joe Edwards

Nabholz Construction Corporation  
Principle

BY: A. L. Meier SEC/TREAS.

St. Paul Fire and Marine Insurance Co

Sue Morton  
Witness

BY: William Hays Bessy  
Attorney-in-fact

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