

Oil Co., the following courses and distances: N. 49-31 W. 416.1 feet to an iron pin; thence N. 50-17 W. 2.7 feet to the point of beginning.

Said property is the same conveyed to Compac Storage, Inc. by M. F. Woodward by Deed dated June 15, 1987, being recorded in said office in Deed Book 1297 at Page 456.

The above described properties is hereinafter referred to as "Property", or "Owners Property".

2. That the Defendant, CISSON CONSTRUCTION, INC., is the Contractor, and the Defendant, NATIONAL CONSTRUCTION RESOURCES, a subcontractor providing material, labor and services in connection with improvements made to Owners Property described in paragraph 1.

3. The last furnishing of materials as set out herein by Plaintiff, was delivered to the Owners Property described in paragraph 1, on or about the 29th day of April, 1988, the same being less than 90 days from the within date.

4. That Plaintiff furnished materials to COMPAC STORAGE, INC. for the construction of storage warehouses located on the Owners Properties described in paragraph 1. Said furnishing of materials and deliveries of the same were duly authorized pursuant to Agreement between the parties, including Joint Payment Agreement, signed by the Defendants, CISSON CONSTRUCTION, INC. and NATIONAL CONSTRUCTION RESOURCES, which Agreement is attached hereto as Exhibit "A" and made a part hereof.

5. That as more fully shown on the attached invoices, which have been duly verified by Affidavit of Robert Rackow, Credit Manager of Plaintiff, the balance due Plaintiff is as follows: Under Invoice No. E-17436, the balance due is \$14,185.58, together with

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D.F. S.P.