

Reese Baughn Painting, Inc. has filed in the Greenville County Clerk of Court's Office in Mechanics' Lien Book Number 18 at Page 602 a Notice and Certificate of Mechanics' Lien claiming that Cecil's, Incorporated owes Reese Baughn Painting, Inc. \$7,469.97 for labor and/or materials furnished by Reese Baughn Painting, Inc., and used in the improvement of said property and/or construction of said project.

Pursuant to Section 29-5-110 of the 1976 South Carolina Code of Laws, as amended, Cecil's, Incorporated desires to secure the discharge of said property from said claimed lien by substituting this Surety Bond for said property.

Pursuant to said Section 29-5-110 of the 1976 South Carolina Code of Laws, as amended, we Cecil's, Incorporated, as principal, and United States Fidelity and Guaranty Company, a surety company licensed to do business in South Carolina, as surety, promise to pay Reese Baughn Painting, Inc., its successors and assigns up to the sum of \$9,959.96 (1 and 1/3 times the amount claimed by Reese Baughn Painting, Inc. to be allegedly due for labor and materials claimed to have been furnished to the project) in satisfaction of a judgement in favor of Reese Baughn Painting, Inc., on the aforesaid claimed mechanics' lien, for which payment that we bind ourselves and our successors and assigns, jointly and severally, subject to the below stated conditions:

CONDITIONS OF THE FOREGOING OBLIGATION:

1. If said claimed lien is withdrawn by Reese Baughn Painting, Inc., successors and assigns; or
2. If said claimed lien is discharged or vacated by Court Order; or
3. If suit on the aforesaid claimed lien is not commenced as required by Section 29-5-120 of the 1976 South Carolina Code of Laws, as amended; or
4. If judgement in a suit to foreclose said claimed lien not be rendered in favor of Reese Baughn Painting, Inc., its successors and assigns; or
5. If judgement in a suit to foreclose said claimed lien be rendered in favor of Reese Baughn Painting, Inc. its successors and assigns and said judgement is paid by Cecil's, Incorporated,

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