



BOOK 18 PAGE 1105

STATE OF SOUTH CAROLINA) SURETY BOND
COUNTY OF GREENVILLE) TO RELEASE MECHANIC'S LIEN

Wesco, Incorporated is the general contractor for renovations constructed at Mall Space #2 (Pet Shop) McAlister Square Shopping Center in Greenville, South Carolina, on the below described property:

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situate, lying and being on the southeasterly side of South Pleasantburg Drive near its intersection with East Antrim Drive in the City and County of Greenville, South Carolina, being shown as Tracts "A", "B", "C", "D" and "E" on a Plat of PROPERTY OF McALISTER SQUARE COMPANY, made by Enwright Associates, Engineers, dated December 10, 1979, revised December 17, 1979, a copy of said Plat being recorded in the RMC Office for Greenville County in Plat Book 7-0, at Page 73.

Wesco, Incorporated has filed in the Greenville County Clerk of Court's Office In Mechanics' Lien Book Number 18 at Page 99 a Notice and Certificate of Mechanics' Lien claiming that Continental Realty Corporation and McAlister Limited Partnership, A Maryland Limited Partnership owes Wesco, Incorporated \$1,450.00 for labor and/or materials furnished by Wesco, Incorporated, and used in the improvement and/or renovation of said property.

Pursuant to Section 29-5-110 of the 1976 South Carolina Code of Laws, as amended, Continental Realty Corporation and McAlister Limited Partnership, A Maryland Limited Partnership desires to secure the discharge of said property from said claimed lien by substituting this Surety Bond for said property.

Pursuant to Section 29-5-110 of the 1976 South Carolina Code of Laws, as amended, we, Continental Realty Corporation and McAlister Limited Partnership, A Maryland Limited Partnership, as Principal, and United States Fidelity and Guaranty Company, a surety company licensed to do business in South Carolina, as Surety, promise to pay Wesco, Incorporated, its successors and assigns up to the sum of \$1,933.33 (1 and 1/3 times the amount claimed by Wesco, Incorporated) in satisfaction of the judgment in favor of Wesco, Incorporated 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 If said claimed lien is withdrawn by Wesco, Incorporated its successors and assigns; or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 judgment in a suit to foreclose said claimed lien not be rendered in favor of Wesco, Incorporated, its successors and assigns; or
5. If judgment in a suit to foreclose said claimed lien be rendered in favor of Wesco, Incorporated, its successors and assigns and said judgment is paid by Continental Realty Corporation and McAlister Limited Partnership, A Maryland Limited Partnership.

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