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was not furnished by virtue of any notice to, or contract with owner of said real estate; and

WHEREAS, Tyger Construction Company, Incorporated, without waiving any defenses it may have to the lien or the Lien Claimant or any other persons or entities, is desirous of having the real estate described in Exhibit "A" released from said Notice of Mechanic's Lien in accordance with provisions of Section 29-5-110, Code of Laws of South Carolina (1976 as amended).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the release of the real estate described in Exhibit "A" from said Notice of Mechanic's Lien, the undersigned Principal, Tyger Construction Company, Incorporated and Fidelity and Deposit Company of Maryland Surety do hereby undertake to become bound to Equipment Systems, Inc. in the sum of Ten thousand, two hundred forty one and 99/100 Dollars (\$10,241.99) for payment of such amount as may be recovered in a foreclosure of the Notice of Mechanic's Lien, this bond shall also cover and include a reasonable attorney's fee, and court costs as provided in Section 29-5-20 of the Code of Laws of South Carolina (1976 as amended) not to exceed the amount of the lien claim.

Upon the filing of this bond, the Notice of Mechanic's Lien heretofore filed against the real estate described in Exhibit "A" shall be released and discharged and the principal and surety on this bond liable for the payment of any judgment