

hereof, together with interest from the 5th day of September, 1989, and reasonable attorney's fees and court costs.

That said debt is due the undersigned for labor performed or furnished, and/or for material furnished, and actually used in the erection, alteration or repair of buildings or structures situated on, or in otherwise improving, the real estate hereinafter described by virtue of an agreement with, or by consent of Haywood Mall Associates, a Joint Venture comprised of Haywood Mall, Inc., a Georgia Corporation and Bellwether Properties, LP, a New York Limited Partnership; Cousins Properties, Inc., a Georgia Corporation, Formerly Haywood Mall, Inc.; Bellwether Properties of South Carolina, Limited Partnership Assignee of Bellwether Properties, LP, the owners thereof or a person or persons authorized by, or rightfully acting for, said owner; or said debt is due the undersigned because such improvements have been authorized by said owner. That, as shown by the attached statement, the undersigned labored on, or furnished labor and materials for, such buildings, structures, or improvements, within ninety days of the date hereof, to wit, on or after the 5th day of September, 1989.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of the Statutes in such cases made and provided, the undersigned has and claims a lien to secure the payment of the debt so due and the costs of enforcing said lien upon the buildings or structures herein above mentioned and upon the following described real estate:

TO FIND THE TRUE POINT OF BEGINNING, commence at a nailing cap located as the interesection of the centerlines of Congaree Road and Woods crossing Road, the following courses and distances: South 71 degrees 37 minutes 11 seconds West a distance of 325.12 feet to a nailing cap; South 71 degrees 29 minutes 39 seconds West a distance of 100.07 feet to a nailing cap; South 67 degrees 15 minutes 06