

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
IN THE COURT OF COMMON PLEAS
DEC 11 37 AM '89

PEACH STATE FOUNDATIONS, INC.,)

Plaintiff,)

v.)

NETCO DEVELOPMENT, INC. and)
BRIDGESTONE/FIRESTONE,)
INC.,)

Defendants.)

Civil Action No.

NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN

David E. Hodge, being duly sworn, says that he is the attorney for Peach State Foundations, Inc., a Georgia corporation ("Peach State"); that Peach State is due the sum of \$7,000.00 from Netco Development, Inc. ("Netco"), a statement of a just and true account of said indebtedness, with all just credits given, being attached hereto and made a part thereof, together with interest and service costs from September 6, 1989; that the said debt is due Peach State for labor performed or furnished and/or for materials 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 dated August 31, 1989, by and between Netco and Peach State and with the consent of Bridgestone/Firestone, Inc., the owner of the hereinafter described real property, or a person or persons authorized by, or rightfully acting for, said owner; or said debt is due Peach State because such improvements have been authorized by said owner. That as shown by the attached statement, Peach State provided labor on, or furnished labor and materials for such buildings, structures or improvements, within 90 days of the date hereof, to wit, on or after the 6th day of September, 1989. The undersigned further says that the unpaid balance on the above referred to contract is approximately \$7,105.00 as of November 21, 1989, and that Netco has refused plaintiff's demand for same and said refusal is continuing.

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, Peach State, through its undersigned attorney, has and claims a lien to secure the payment of the debt so due and the costs of enforcing said lien, (including reasonable attorney's fees), upon the buildings and structures hereinabove mentioned and upon the following described real estate: