

RECORDING FEE PAID \$ 3.00  
 FILED GREENVILLE CO. S. C.  
 23 2 12 PM '75  
 STATE OF SOUTH CAROLINA NOTICE AND CERTIFICATE OF BOOK 16 PAGE 1581  
 COUNTY OF GREENVILLE DONNIE S. TANKERSLEY MECHANICS LIEN  
 R.H.C.

TO: John M. Foshee, Harold L. Foshee and John S. Bowman and Foshee Development

NOTICE IS HEREBY GIVEN, THAT

HOTPOINT MAJOR APPLIANCES, a division of General Electric Corporation is due the sum of Forty-Three Thousand, Five Hundred-Ninety-Nine and 47/100 (\$43,599.47)----- Dollars from Foshee Development, plus Four Thousand, Five Hundred (\$4,500.00) Dollars in attorneys' fees, a statement of a just and true account of said indebtedness, with all just credits given, being attached hereto and made a part hereof, together with interest from the 25th day of July, 1975.

That said debt is due the undersigned 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 with, or by consent of, John M. Foshee, Harold L. Foshee, John S. Bowman and Foshee Development the owner 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 25th day of July, 1975.

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:  
 All that piece, parcel or tract of land containing 12 acres, lying and being situate on the northwesterly side of Century Drive in the City of Greenville, County of Greenville, State of South Carolina, and being shown as Tract 2 on plat of Century Plaza prepared by C.O. Riddle, Surveyor, dated May 25, 1973, as revised through November 16, 1973, as recorded in Plat Book 5-D at Page 13, R.H.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:  
 BEGINNING at an iron pin on the northwesterly side of Century Drive in the northwest corner of intersection of Century Drive with Century Circle, and running thence along said Century Drive on a curve, the chord of which is S. 42-46 W. 136.36 feet to an iron pin; thence continuing along Century Drive S. 41-33 W. 605.5 feet to an iron pin in corner of property of I-385 Inc., (formerly Vaughan property); thence N. 36-20 W. 126.68 feet to an iron pin at corner of property of Ed B. Smith Estate (or formerly); thence along the boundary of said property N. 36-20 W. 205 feet to an iron pin; thence further along said boundary N. 21-22 W. 927 feet to an iron pin in corner of Tract 3 of I-385 Inc.'s property; thence along the southwest boundary of Tract 3 crossing drainage and sewer easements S. 71-05 E. 451.6 feet to iron pin on the west right of way line of Century Circle; thence along a curve around the corner of Century Circle, the chord of which is S. 2-49 W. 38.44 feet to an iron pin; thence further along said curve, the chord of which is S. 42-24 E. 38.44 feet to an iron pin; thence along the south right of way line of Century Circle S. 64-59 E. 451.17 feet to an iron pin; thence further along the right of way on a curve, the chord of which is S. 61-19 E. 54 feet to an iron pin; thence further along said right of way on a curve, the chord of which is S. 53-58 E. 54 feet to an iron pin; thence further along said right of way on a curve, the chord of which is S. 45-45 E. 54.8 feet to an iron pin; thence further along said line S. 42-46 E. 55.67 feet to an iron pin; thence S. (description continued on attached sheet).

Subscribed and sworn to before me this 23rd day of October, 1975.  
 \_\_\_\_\_ (I.S.)  
 Notary Public for South Carolina  
 My commission expires: \_\_\_\_\_

HOTPOINT MAJOR APPLIANCES, a division of General Electric Corporation  
 By: A. Maxwell Jett  
 of Leatherswood, Walker, Todd & Mann  
 Attorneys for Hotpoint Major Appliances

STATE OF SOUTH CAROLINA  
 COUNTY OF \_\_\_\_\_

AFFIDAVIT OF SERVICE

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I served the within Notice and Certificate of Mechanics Lien upon \_\_\_\_\_ the owner, and/or the person in possession, of the real estate described therein, by delivering to \_\_\_\_\_ personally and leaving cop \_\_\_\_\_ of the same at \_\_\_\_\_ South Carolina. I am not a party to this proceeding.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 \_\_\_\_\_ (I.S.)  
 Notary Public for South Carolina  
 My commission expires: \_\_\_\_\_

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