

AGREEMENT AFFECTING REAL ESTATE  
EXECUTED PURSUANT TO RULE 46, FEDERAL RULES  
OF CRIMINAL PROCEDURE, TITLE 18, UNITED STATES CODE

It is acknowledged by the undersigned that the property described below has been on the 14<sup>th</sup> day of September, 1978, posted as security for a bail bond filed in the United States District Court to secure the appearance of ANDREW LANDRUM LOFTIS and it is further understood that until such time as the surety is exonerated a lien exists against the property for the amount of the bond pledged.

In consideration of the United States District Court allowing this property to be posted as bond, the undersigned agrees:

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and

2. Without the prior written consent of the United States District Court for the District of South Carolina, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein:

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 112, Westbrook Drive, as shown on a plat of the Subdivision of CHESTNUT HILLS, and recorded in the RMC Office for Greenville County, S. C., in Plat Book "GG", Page 64 and 65.

This being the same property conveyed to Dorothy M. Loftis by deed of Willard and Carol K. Page dated August 28, 1969 and recorded September 3, 1969, in the RMC Office for Greenville County, S. C., in Deed Book 875, Page 133.

3. That United States Government is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as United States Government, in its discretion, may elect, with the expenses of recording to be borne by the defendant, or by the undersigned surety(ies) on the bond.

4. Upon payment of all indebtedness of the undersigned to the United States Government, or upon exoneration of the surety(ies) on the bond, this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned and his, her or their heirs, legatees, devisees, administrators, executors, successors, and assigns. The affidavit of any officer of the United States Government showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this agreement, and any person may and is hereby authorized to rely thereon.