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S. C.
JUL 13 PM '80
SPERLEY

BOOK 1129 PAGE 789

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 15th day of July, 19 80, posted as security for a bail bond filed in the United States District Court to secure the

appearance of WILLIE ERSKINE JOHNSON, 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 piece, parcel or tract of land situate, lying and being in Greenville County, South Carolina, and according to plat of property of Carrie Lee Jones made by J.C. Hill, Surveyor, March 19, 1965, having the following metes and bounds, to-wit: Beginning at an iron pin on line of property of William H. Thomas and running thence N. 49-30 E., 839 feet to iron pin; thence S. 42-45 E., 650 feet to an iron pin near branch as the line in a southwesterly direction 850 feet; thence leaving said branch N. 47-45 W., 18 feet to Wild Cherry; thence N. 47-45 W., 231 feet to o.i.p.; thence N. 43 W., 160 feet to iron pin; thence N. 38-45 W., 254 feet to an iron pin, the point of beginning and containing 12.68 acres, more or less. This is the same property previously conveyed to grantor by deed of Carrie Lee Jones dated May 19, 1980.

3. That the United States Government is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as the 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.

5. I certify that I am the true owner of this property and further certify that the value of this property exceeds

\$ --20,000.00--

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