

S.C.
1980
SLEY

1129-907

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 11th day of July, 19 80, posted as security for a bail bond filed in the United States District Court to secure the

appearance of STANLEY LEWIS BURNETT, 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:

Undivided one-half (1/2) interest in:

All that lot of land located in the State of South Carolina, County of Greenville, Chick Springs Township, on the west side of Spring Street in the City of Greer, and being known and designated as the north portion of Lot No. 56 and the south portion of lot no. 15 as shown on plat of property prepared by R.E. Jordan, Surveyor, dated November, 1966. This is the same property previously conveyed to me by deed of Thomas C. Brooks dated April 29, 1977 and recorded in the R.M.C. Office for Greenville County in Vol. 1055 at page 627.

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

\$ --25,000.00--.

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