

CO. S. C.
5:12 PM '81
WERSLEY

1159 934

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 22nd day of December, 19 81, posted as security for a bail bond filed in the United States District Court to secure the

appearance of RAYMOND W. HILLYARD, 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:

(1) All that parcel or lot of land in Highland Township, Greenville County, State of South Carolina, located about one mile northward from the Camp Creek Baptist Church, lying on the south side of a County Road which runs from said Church to the old Tugaloo Road at the old A.B. Harrison place, sometimes known as the Pack Mountain Road, bounded on the north by said road, other lands conveyed previously to grantor, lands formerly owned by J.P. McKinney and others, on the east by Dean William Ponder, on the south by Elizabeth M. Anthony and lands now or formerly owned by Lister, and on the west by Malcolm D. Gibson, containing 41 acres, more or less. This is the same property previously conveyed to grantor by deed of C.C. Hawkins and H.D. Hawkins, dated

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. (continued on attachment)

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

\$ --50,000.00--

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