

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 13th day of September, 1978, posted as security for a bail bond filed in the United States District Court to secure the appearance of MARK STANLEY GARDO, 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 the State of South Carolina, County of Greenville, and in Greenville Township on the west side of Springfield Avenue, and being known and designated as Lot No. 28 on plat of the property of James H. Campbell, as recorded in the RMC Office for Greenville County, S. C., in Plat Book AA, at Page 109, and having the following metes and bounds to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Springfield Avenue with Crescent Street and running thence along the north side of Crescent Street S. 64-30 W. 190 feet to an iron pin on the north side of said street; thence N. 14-13 W. 95.2 feet to an iron pin at the rear corner of Lot No. 27; thence along the line of that lot, N. 69-42 E. 179.2 feet to an iron pin at the corner of said lot on the west side of Springfield Avenue; thence along the west side of Springfield Avenue, S. 20-18 E. 80.7 feet to the beginning corner.

This is the same property conveyed to Gene Gardo, by deed of Local Home Builders, Inc., dated October 3, 1952 and recorded December 1, 1952, in the RMC Office for Greenville County, S. C., in Eeed Book 467, Page 469.

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.

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