

600 1159 931  
S. C.  
12 PM '81  
HILLSLEY

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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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being in Butler Township, on the southern side of Rolling Green Circle, containing 3.1 acres, more or less, and being known and designated as the eastern one-half of Lot 12 as shown on a plat of Rolling Green Real Estate Co. recorded in the RMC Office for Greenville County in Plat Book XX at page 33 and being more particularly described according to a plat of survey by Wilson Land Surveying Company, dated March 1, 1968. This is the same property previously conveyed to grantor by deeds of a) I.C.F. Brasington dated January 31, 1977, and recorded in Vol. 1050 at page 294 of the RMC Office for Greenville County, SC, and b) Raymond W. Hillyard

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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