

1981

SELEY

WILLIAM D. SMITH, JR.
ATTORNEY AT LAW
400 PINEHURST ST.
GREENVILLE, S. C. 29601

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 7th day of December, 19 81, posted as security for a bail bond filed in the United States District Court to secure the

appearance of Vardry Fallow Pittman, III (81-577K), 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 certain piece, parcel, or lot of land, with improvements thereon, situate in Greenville County, South Carolina, designated as Lot 51 on plat of Section 1 of Rockvale made October 1958 by J. Mac Richardson, recorded in Plat Book QQ at Page 108, and being the same property previously conveyed to grantor by Johnnie Tindall by deed dated November 3, 1966, and filed in the Greenville County Clerk of Court's Office in Book 808 at page 546.

(2) All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southerly side of Long Hill Street, in the City of Greenville, SC, and being shown as Lot No. 81 and the Western one-half of Lot No. 80 on the plat of Augusta Road Hills and

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.

(see attached page)

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

\$ --60,000.00--

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