

From: Mark Brody markbrody@charter.net
Subject: Chief Bankruptcy Judge
Date: March 13, 2012 11:30 AM
To: markbrody@charter.net

CASE 12-01220-jw Doc 51

Chief Bankruptcy Judge
Honorable John Waites

I am enclosing a filing from Greenville County Court Records recorded which is an agreement between Jim Anthony representing Glassy Mountain and Mark Brody to grant 64 rounds of golf for my lifetime written as A lifetime membership. The exhibit B was initialed by Jim and myself and is a cleaner doc than original. The original is also enclosed With all signatures and notary signatures.

This agreement arose between Jim and myself because I was the original investor, partner and financing for Glassy Mountain starting in late 1990's. I provided 100 % of the funding to get Glassy off the ground. This amounted to the first 1/4 of a million dollars and after this sum was spent, I financed through a loan 1/2 million in additional money based on the value created from my original investment. Once these funds were spent, Jim agreed to pay dollar for dollar in the daily expenses and land purchases for Glassy.

Over time, I sold my interest in Glassy when it was obvious I would have to go in debt to keep my interest. I have never been a person who feels good strapped with debt. I worked a buy out with Jim and was partially paid and took title to property known as little round rock on the top of Glassy Mountain.

Jim needed cash and the sale of land on little round rock would keep his cash flow current so I entered into an agreement to release my claim on the property because otherwise my claim would have prevented the sale. For agreeing to do this I negotiated 64 rounds a year of golf and a life membership ... in addition to being paid the balance owed. This was agreed to and I have used these rounds continuously over the past twenty years.

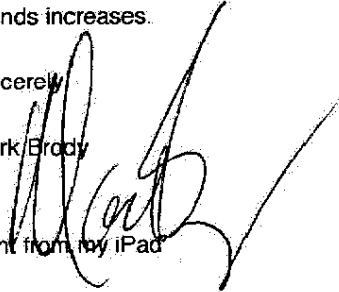
I request of the court to not allow the proceedings take back my life membership and rounds. I enjoyed spending everyday of my life for 2 and a half years acquiring, laying out and planning the future history of a beautiful mountain community and now returning for a round of golf. When this agreement was made there was no Club Co., JIM AND I were the principles who package and laid out the plan and properties. My name is on all of the original plats prepared for the glassy Mountain development.

In the event the Honorable Judge John Waites, should rule that this recorded document does not stand, I request the value of the 64 rounds a year for my life be determined and paid to me as part of these proceedings. The current price per round is 165.00 for a non member. Times 64 rounds which are granted to me = 10,560 dollars a year. 26 years remaining for my life expectancy . 10,560 x 26 = 274,560 dollars is the current value of my rights which presumably increase over time if the cost of rounds increases.

Sincerely,

Mark Brody

Sent from my iPad



RECEIVED

MAR 19 2012

U.S. BANKRUPTCY COURT
COLUMBIA, S.C. SLC

STATE OF SOUTH CAROLINA)
) GENERAL RELEASE SATISFACTION
COUNTY OF GREENVILLE) AND AGREEMENT

FOR GOOD CONSIDERATION, the undersigned hereby forever releases, discharges, acquits and forgives James B. Anthony, and Glassy Mountain Development Company, Inc., The Cliffs At Glassy, Inc., their Officers, Directors, successors, and assigns from any and all claims, actions suits, demands, agreements liabilities, and proceedings both at law and equity arising from the beginning of time to the date of these presence and more particularly set forth in Exhibit A, which is attached hereto and made a part hereof.

FOR VALUE RECEIVED, the undersigned, the owner and holder of note of James B. Anthony and Glassy Mountain Development Company, Inc., initially memorialized and evidenced by a recording in Deed Book 1453 page 889 in the office of the RMC for Greenville County, South Carolina, does hereby quit-claim, remise, and release all recorded liens and/or interests evidenced by mortgage, deed, agreement or otherwise, in respect to any and all parcels or pieces of land now or formerly owned by James B. Anthony or Glassy Mountain Development Company, Inc. or The Cliffs At Glassy, Inc.



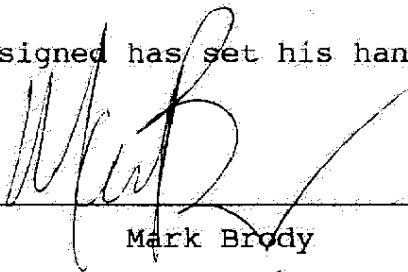
UPON GOOD CONSIDERATION, the undersigned represents warrants and specifically acknowledges to James B. Anthony, Glassy Mountain Development Company, Inc. And any party having an interest herein, that all debts, duties, and obligations owing by James B. Anthony and/or Glassy Mountain Development Company, Inc. and/or The Cliffs AT Glassy, Inc. to the undersigned have been duly paid and fully satisfied by James B. Anthony and/or Glassy Mountain Development Company, Inc. and/or The Cliffs at Glassy, Inc.

UPON VALUE RECEIVED, the undersigned warrants and agrees to execute now or in the future any and all further assurances, documents, releases or otherwise which may be required by or for the benefit of James B. Anthony and/or Glassy Mountain Development Company, Inc. and/or The Cliffs at Glassy, Inc. including their successors, assigns, beneficiaries, creditors, attorneys, or personal representatives, to further evidence the full release by the undersigned of any and all obligations of James B. Anthony and/or Glassy Mountain Development Company, Inc. and/or The Cliffs at Glassy, Inc.

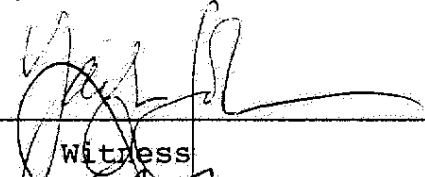
NOTWITHSTANDING THE AFOREMENTIONED, nothing herein shall be construed or deemed to be a release by the undersigned of the golf membership and use privileges as previously agreed and as referenced in part by Exhibit B which is attached hereto and made a part hereof.

A handwritten signature in dark ink, appearing to be the initials 'JB' or similar, written in a cursive style.

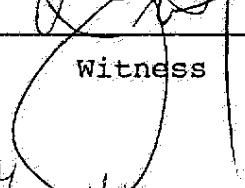
IN WITNESS WHEREOF, the undersigned has set his hand and seal
this 17 day of January, 1997.



Mark Brody



Witness



Witness

I, a Notary Public of the County of Horry State of South Carolina
certify that Mark Brody personally appeared before me this day and
acknowledged the execution of the foregoing document. The above
witnesses, to wit: Ray A. Johnson and Jerry H. Gray
appeared before me and made oath that they saw Mark Brody sign
seal and as his act and deed deliver the within-written instrument
and that (s)he, with the other witness subscribed above, witnessed
the execution thereof, witness my hand and seal this 17th day of January
, 1997.

SWORN to me this 17th
day of January, 1997.

Nancy B. Staura
Notary for SC

Commission Expiration Date: 10/17/2000



BOOK 1066 PAGE 961

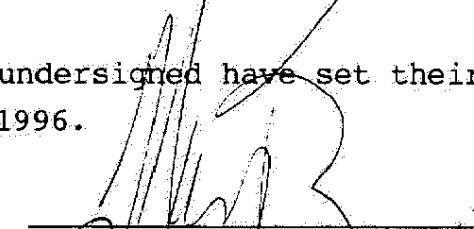
STATE OF SOUTH CAROLINA)
) Second Amendment to
COUNTY OF GREENVILLE) Memorandum of Agreement

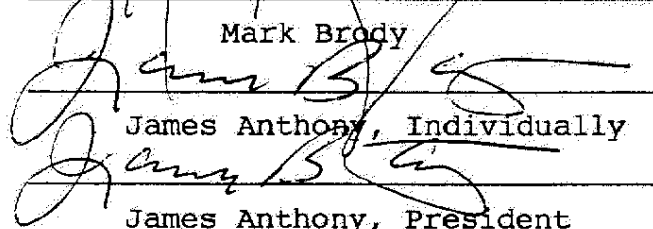
WHEREAS, by prior Agreements dated January 11, 1991 and as memorialized in the agreement attached hereto, the parties wish to set forth and memorialize their understandings in respect to payments to be made in respect thereto.

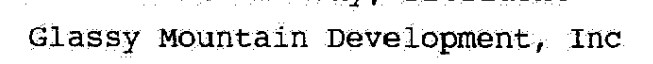
NOW, THEREFORE, for good consideration the parties agree as follows;

- 1. Payments made to Brody of \$80,000.00 simultaneously hereto and the \$33,215.65 to be made to Brody on or about January 15, 1996 are deemed and agreed to be representative of an interest return on Brody's initial cash investment into Glassy Mountain Development, Inc.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 15 day of January, 1996.



Mark Brody


James Anthony, Individually


James Anthony, President
Glassy Mountain Development, Inc

EXHIBIT
A

STATE OF SOUTH CAROLINA)

MEMORANDUM OF AGREEMENT

COUNTY OF GREENVILLE)

WHEREAS, by prior Agreement dated January 11, 1991, recorded November 6, 1991, in Deed Book 1453 page 889 in the office of the RMC for Greenville County, South Carolina, Glassy Mountain Development Company, Inc, and James B. Anothony, herein collectively "Developer", granted unto Mark Brody of 547 Rocky Bottom Road, Sunset, S.C. 29685, herein " Brody", certain rights to acquire property in the development known as the Cliffs At Glassy located in Greenville County, South Carolina.

And WHEREAS, the parties hereto have agreed to cancel said agreement and to substitute this agreement in lieu of the said prior agreement. NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that in consideration of the covenants herein and the further sum of One (1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the cancellation of "Memorandum of Agreement" recorded in Deed Book 1453, page 889, and Brody hereby releases all his rights therein unto Developer.

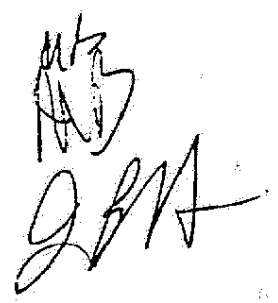


EXHIBIT
B

BOOK 1666 PAGE 953

Cleaned up doc with initials by all parties

This membership shall include the right to use said golf course for a total of 64 rounds or 16 forsores at no cost. *per year*
cart fees shall be paid for all players except to Brody's cart.
There will be no monthly fee for Brody but a user fee or guest fee will be charged for any guest Brody may bring to use said other amenities. This membership shall be personal unto Brody only and not transferrable by him.

Anyone playing to qualify for this (program) player must accompany Brody (MIA & SA) AND

FILED FOR RECORD IN GREENVILLE COUNTY SC RMC OFFICE AT 03:24 PM 01/24/97 RECORDED IN DEED BOOK 1666 PAGE 0958 DOC # 97005034

Judy A. Hill

[Handwritten signature]

05034

expense, grant unto Brody a valid first mortgage lien to secure payment of the sums set forth hereinabove. The parties further agree that this mortgage will give Brody a secured position equal to at least Two Hundred Twenty Five (225) percent of the principal sum of the indebtedness hereunder.

*Original doc signed by all parties
changed doc signed by all parties*

membership in the golf course and club facilities at the Cliffs At Glassy. This membership shall include the right to use said golf course for a total of 64 rounds or 16 forsomes at no cost; *per year* cart fees shall be paid for all players except to Brody's cart. There will be no monthly fee for Brody but a user fee or guest fee will be charged for any guest Brody may bring to use said other amenities. This membership shall be personal unto Brody only and not transferrable by him. *ANYONE playing to qualify for this (program) players must accompany Brody (MIB) BA*

Handwritten initials and scribbles

Handwritten initials and scribbles

This document is binding as of lots being picked and assigned not to exceed 45 days from date of signing.

IN WITNESS WHEREOF, WE have placed our hands and seals this

day of 11 July, 1994.
1 Jan 1996

WITNESS: *Handwritten signatures*
Carol J. Whaley
Carol J. Whaley

GLASSY MOUNTAIN DEVELOPMENT COMPANY
INC.

Handwritten signature
BY: JAMES B. ANOTHONY
ITS: *Handwritten signature*

Handwritten initials and scribbles

[Handwritten signature]
[Handwritten text]

[Handwritten signature]
JAMES B. ANOTHONY. Individually

[Handwritten signature]
Mark Brody


[Handwritten signature]

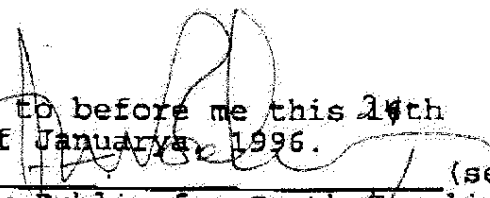
STATE OF SOUTH CAROLINA)

AFFIDAVIT OF PROBATE

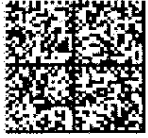
COUNTY OF PICKENS)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above witnessed the execution thereof.

GARY Johnsen



SWORN to before me this 24th day of January, 1996. (seal)
Notary Public for South Carolina
My Commission Expires: 11/19

0423809501
neopost
\$1.35
03/16/12
Mailed From 2



J Bratton Davis United States
Bankruptcy Court
1100 Laurel Street
Columbia, SC 29201-2423
Attn Honorable Judge Weirites
Case 12-01220-JW Doc 51

Mobile Prepay
212 Sum. of Dr
Columbia SC
29669

SEEN & PAID
BY USPS

RECEIVED
MAR 21 12 PM 11:32
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MAR 21 12 PM 11:32
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