

The deed of transfer was recorded in the Greenville County R.M.C. Office in Deed Book Volume 1177 at Page 480, on the 18 day of November, 1982 and is incorporated herein by reference.

The parties further agree that David D. Armstrong, Attorney for Seller, shall hold the sum of Three Thousand Dollars (\$3,000.00) out of the Ten Thousand Dollar (\$10,000.00) payment in an interest-bearing account to be applied as against valid claims in said property held by third parties, if any. Seller shall be entitled to receive the balance of Seven Thousand Dollars (\$7,000.00) immediately.

Said money is held in contemplation of Ward S. Stone, Sr. or his designate commencing an action to clear the title of the afore-stated property as that there are numerous and obvious defects of record in the title of said property.

The parties agree that if no one comes forward to claim any interest in the property in the contemplated litigation which shall soon commence, then the Three Thousand Dollars (\$3,000.00) being held by Seller's attorney together with any interest accrued thereon shall inure to the benefit of the Seller with the Buyer having no claim to said monies either directly or indirectly. If, in the event one or more unknown third persons come forward and make valid claim as to any or all of the interest in the title to said property and a Court of competent and final jurisdiction determines that said unknown third party or parties are indeed entitled to certain consideration, then the Three Thousand Dollars (\$3,000.00) being held by Seller's attorney and any interest accrued thereon shall be paid over to that or those Court determined valid claimants to the extent of monies held plus interest accrued thereon. If claims by a third party(ies) exceed the sum of Three Thousand Dollars (\$3,000.00) plus accrued interest, it is agreed between the parties that the Seller's contribution to satisfy said claims shall be limited to the Three

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