

FILED
JAN 24 1984
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
COUNTY OF GREENVILLE

REM 1067 PAGE 594

MORTGAGE VOL 1645 PAGE 144
OF
REAL PROPERTY

RECORDED
JAN 16 PM 1:26

R.M.C. SPARTANBURG, S.C.
THIS MORTGAGE, executed the 5 day of January, 1984, by James W. Petree, Helena U. Petree, W. H. Dresback and Lee Dresback (hereinafter referred to as "Mortgagor") to SPARTANBURG COUNTY, a political subdivision of the State of South Carolina,

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated January 5, 1984, to Mortgagee for the principal amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

PARCEL I: All that certain lot, piece or parcel of land, situate, lying and being in Spartanburg County, State of South Carolina, and more particularly described as Lot No. 5 on a survey for James W. Petree and O. Kent Cecil, Jr., dated April 8, 1977, by Gooch & Taylor Associates, Surveyors. For a more complete description of said lot, reference is made to said plat recorded in Plat Book 79, Page 417, R.M.C. Office for Spartanburg County. Being the same property conveyed to James W. Petree and Helena U. Petree by deed of Franklin W. Allen dated April 11, 1977, and recorded in Deed Book 44-N, at page 127, R.M.C. Office for Spartanburg County.

PARCEL II: All that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, and shown and designated as Lot No. 32, Old Town Way on a plat of HOLLY TREE PLANTATION, made by Enwright Associates, Engineers, dated May 28, 1973, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4-X, Pages 32-37, inclusive, reference to said plat being hereby craved as to the metes and bounds of said lot. This being the same property conveyed to W. H. Dresback and Lee V. Dresback by deed of Richard C. Roundtree dated January 30, 1978, and recorded in Book 1072, Page 983, R.M.C. Office for Greenville County.

PARCEL I is owned by James W. Petree and Helena U. Petree and is subject to a mortgage given to Fidelity Federal Savings & Loan Association recorded in Mortgage Book 880, Page 980, R.M.C. Office for Spartanburg County.

PARCEL II is owned by W. H. Dresback and Lee V. Dresback and is subject to a mortgage given to Heritage Federal Savings & Loan Association and recorded in Mortgage Book 1440, Page 121, R.M.C. Office for Greenville County.

This mortgage is given as additional security for a note of even date given by American Box Company, Inc., to Mortgagee. Mortgagors are stockholders and employees of American Box Company, Inc., or the spouse of a stockholder or employee.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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