

GREENVILLE  
P 20 12 12 PM  
Office of Deeds, 100 Drayton St.,  
Columbia, S.C. 29206

MORTGAGE OF REAL ESTATE Offices of Yarbrough, Moore & Smock, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1826 PAGE 587

WHEREAS, M. STEVE McDOWELL AND KATHLEEN M. McDOWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto

R. JACK ASHLEY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~at xxxxxxxxxx~~ and Guaranty Agreement dated 6/31/82 incorporated herein by reference, in the sum of

Three Hundred Fifty Thousand and no/100 -----Dollars (\$350,000.00 ) due and payable in accordance with the terms and conditions set forth in said Guaranty Agreement dated July 31, 1982.

with interest thereon from ~~xxxxxxx~~ per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 329, Section V, Sheet 2, of the Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book 5P at Page 34. A more particular description of said above numbered lot may be had by reference to said plat.

This being the same property conveyed to M. Steve McDowell and Kathleen M. McDowell, the Mortgagors herein, by deed of Builders & Developers, Inc. recorded in the RMC Office for Greenville County on May 27, 1981 in Deed Volume 1149 at Page 27.

This mortgage is second and junior in lien to that certain mortgage granted to Heritage Federal Savings and Loan Association in the original amount of \$90,000.00 dated September 15 1983 and recorded in the RMC Office for Greenville County in Mortgage Book 1625 at Page 933.

STATE OF SOUTH CAROLINA  
OFFICE OF DEEDS  
RECORDED  
MAY 11 1983  
\$140.00

400 8 4941801

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

1850

4328-112