

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

705 S.C.
WHEREAS, M. STEVE McDOWELL, A.K.A, MILTON S. McDOWELL AND
KATHLEEN M. McDOWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto ASSOCIATION MANAGEMENT SERVICES, INC.,
A NORTH CAROLINA CORPORATION, AND R. JACK ASHLEY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference. in the sum of-----

-----THREE HUNDRED FIFTY THOUSAND and NO/100----- Dollars (\$ 350,000.00) due and payable

set forth in
with interest thereon from date at the rate of the note per centum per annum, to be paid:
according to the terms of said note.

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 GREENVILLE, Town of Simpsonville, being known and designated as Lot No. 2 according to a plat of SCARSDALE MANOR, dated January 1, 1955, and recorded in Plat Book GG at page 105 in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the south-eastern edge of Scarsdale Street at the joint front corner of Lots 1 and 2 and running thence with the line of Lot No. 1, S. 35-29 E. 155 feet to an iron pin; thence S. 54-31 W. 80 feet to an iron pin; thence N. 36-29 W. 155 feet to an iron pin on the southeastern edge of Scarsdale Street; thence with the edge of said street, N. 54-31 E. 80 feet to the point of beginning.

This being the same property conveyed to Milton S. McDowell and Kathleen M. McDowell, the Mortgagors herein, by deed of Ernest M. Murphy and Georgia C. Murphy on July 9, 1971, recorded July 12, 1971 in the RMC Office for Greenville County, S.C. in Deed Volume 920 at page 106.

This mortgage is third and junior in lien in favor of that mortgage given to C. Douglas Wilson in the original amount of \$16,700.00 dated August 19, 1968, recorded in the RMC Office for Greenville County, S.C. on August 20, 1968 in Mortgage Book 1100 at page 477; also, mortgage given to Builders & Developers, Inc. in the original amount of \$21,429.43 dated May 27, 1981, recorded in the RMC Office for Greenville County, S.C. on May 29, 1981 in Mortgage Book 1542 at page 644.

ALSO: 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 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 mortgage given to Heritage Federal Savings and Loan Association in the original amount of \$75,000.00 dated February 19, 1981, recorded in the RMC Office for Greenville County, S.C., on February 24, 1981 in Mortgage Book 1533 at page 404.

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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.

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