

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 21 1980
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID JOSEPH NOVACK AND BETH U. NOVACK

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

(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 TWELVE THOUSAND AND NO/100'S-----

Dollars (\$12,000.00) due and payable

in accordance with the terms of said Note,

with interest thereon from date at the rate of 10.01 per centum per annum, to be paid: monthly

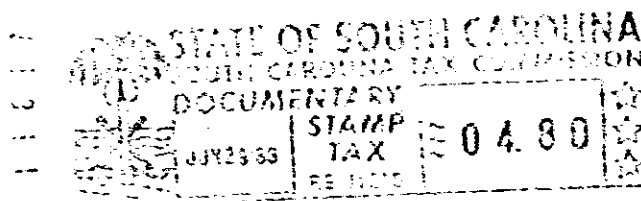
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 being located on the northern side of Hampton Avenue and being more particularly described as "Property of David Joseph Novack", dated September 10, 1980, prepared by Carolina Surveying Co., said plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8E at Page 81, with reference to said plat being hereby craved for a more complete and accurate description.

This being the same property conveyed to the mortgagor, David Joseph Novack, herein by deed of George A. Grady dated September 15, 1980 and recorded in the RMC Office for Greenville County, South Carolina on September 13, 1980 in Deed Book 1133 at Page 732. David Joseph Novack having conveyed an undivided one-half (1/2) interest to the within property to Beth U. Novack by deed of even date to be recorded herewith.

The within Mortgage is junior in lien to that certain mortgage given to First Federal Savings and Loan Association in the amount of \$39,600.00 dated September 15, 1980, and recorded September 18, 1980, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1516 at Page 426.



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. 4.0000