**AFFIDAVIT** FILED \_ Prov\_ **STATE OF SOUTH CAROLINA** 

WHEREAS,

COUNTY OF GREENVILLE

800K 1268 PAGE 389

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED CREENVILLE: CO. S. C.

We, John Robert Ross and Judy Woods Ross, are (hereinafter referred to as Mortgagor) is well and truly indebted unto

Ernest H. Woods. Sr.

Tab 28 10 sa AP '73 DONNIE S. TANKERSLEY

(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 Seventeen Thousand and No/100-----

Ninety-Nine and 39/100 (\$99.39) Dollars on the first day of April, 1973, and Ninety-Nine and 39/100 (\$99.39) Dollars on the first day of each and every succeeding month thereafter until paid in full, with payments applied first to interest and then to the remaining principal balance due from month to month

with interest thereon from date at the rate of five (5%) 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 as-

"ALL that certain piece, parcal 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, on the eastern side of Wilton Street and being the identical property conveyed to William M. James by the Peoples National Bank as Trustee under the will of George T. Walker by deed recorded in Deed Book 339 at page 433 and is described in said deed as follows:

BEGINNING at the corner of alley and the eastern side of Wilton Street and running thence with said alley, S. 83-15 E. approximately 146 feet; running thence S. 6-47 W. 50 feet to a corner of property now or formerly of Mrs. Lois C. Robinson; running thence with said lot, N. 83-15 W. 142-1/2 feet, more or less, to Wilton Street; running thence with the eastern side of said street, N. 6-47 E. 50 feet to an iron pin, point of beginning; being the same conveyed to us by deed of even date to be recorded herewith.

ALSO: All our right, title and interest in and to all that piece, parcel or lot of land, lying and being situate on the easterly side of Wilton Street in the City of Greenville, Greenville County, South Carolina, being shown as the southerly eight (8) foot portion of a 16-foot alley on plat of Section "C" property of Stone Land Co. as recorded in Plat Book "A" at pages 337-345, R. M. C. Office for Greenville County and having the following metes and bounds,

BEGINNING at a point in the southeast corner of the intersection of Wilton Street and 16-foot alley and running thence S. 83-15 E. approximately 146 feet to corner of land now owned by the grantors; thence N. 6-47 E. 8 feet to point in said alley; thence along the center of said alley, N. 83-15 W. approximately 146 feet to the center point thereof on the east side of Wilton Street; thence along said Wilton Street, S. 6-47 W. 8 feet to the point of beginning; being the same conveyed to us by J. F. Brannock and Louise J. Brannock by deed of even date to be recorded herewith.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or he had thereform, and including all heating, plumbing, and lighting fintures new or hereafter attached, connected, or fitted thereto in any manner; is being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, he considered a part of the roal estate.

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

The Martgagor 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 escope as provided herein. The Mortgegor further covenants to warrant and forever defend all and singular the said promises unto the Mortgagee forever, from and against the Mortgager and all persons whomsaever family claiming the same or any part thereof.