

MORTGAGE OF REAL ESTATE—Offices of ~~██████████~~ & SPENCE, Attorneys at Law, Greenville, South Carolina

CHARLES W. SPENCE

101 Broadus Ave.

Greenville, S. C. 29601

GREENVILLE CO. S. C.

AUG 24 3 29 PM '72

BOOK 1246 PAGE 325

STATE OF SOUTH CAROLINA

ELIZABETH RIDDLE
R.F.C.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS WE, JOE R. WHITLEY AND ANNA M. WHITLEY

are well and truly indebted to

RUTH'S FASHIONS, INC.

in the full and just sum of ONE THOUSAND SEVEN HUNDRED & NO

Dollars, in and by our certain promissory note in writing of even date herewith, due and payable

g/y/y/z

/A/y/z

/A/9/

Sixty (\$60.00) Dollars per month commencing October 1, 1972, and a like amount of the same day of each successive month until paid in full, together

with interest

from and after maturity at the rate of Eight (8%) per centum per annum until paid; interest to be computed and paid annually, and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Joe R. and Anna M. Whitley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said RUTH'S FASHIONS, INC., its successors and assigns, forever;

ALL of that lot of land in the County of Greenville, State of South Carolina, known as Lot No. 10 on plat of Paris Mountain Gardens recorded in the R. M. C. Office for Greenville County in Plat Book EE, at page 7, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Coleman Court at the corner of Lot No. 11, and running thence with said Court, N 52-53 E 64.3 feet to an iron pin; thence S 37-07 E 236.05 feet to an iron pin; thence S 29-08 W 144.6 feet to an iron pin; thence N 24-03 W 301.5 feet to the point of beginning and being the same conveyed to the Mortgagors by Bart H. Hughes and Evelyn S. Hughesby deed to be recorded.