

SEP 17 11 29 AM '70

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HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.L.L.C., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

WHEREAS, **WHIRLWINDS, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

HUGH R. ROBBINS and CAROLYN D. ROBBINS

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **Seventy thousand and no/100** ----- Dollars (\$70,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **8** per centum per annum, to be paid as provided for in said note; and,

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 those pieces, parcels or lots of land, together with buildings and improvements, situate, lying and being on the Northeastern side of White Horse Road, in Greenville County, South Carolina, being shown as portions of Tracts Nos. 25 and 26 on a revised map of the J. ROWLEY YOWN PROPERTY made by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County, S. C., in Plat Book H, page 49, and being shown on a Plat of the PROPERTY OF WHIRLWINDS, INC., dated September 16, 1970, made by H. C. Clarkson, Jr., R.L.S., recorded in the RMC Office for Greenville County, S. C., in Plat Book 4H, page 7, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeastern side of White Horse Road at the joint front corners of Tracts 26 and 27 of the J. ROWLEY YOWN PROPERTY (said iron pin being located ^{approximately} 248 feet from the Northwestern corner of the intersection of White Horse Road with Anderson Road - South Carolina Highway No. 81), and running thence along the Northeastern side of White Horse Road, N. 20-23 W., 200.9 feet to an iron pin; thence continuing along the Northeastern side of White Horse Road, N. 22-08 W., 100.2 feet to an iron pin in the line of Tract No. 25; thence N. 62-24 E., 204.4 feet to an iron pin; thence S. 26-19 E., 299.5 feet to an iron pin in the line of Tract No. 27; thence along the line of said Tract, S. 62-30 W., 232.5 feet to an iron pin; the beginning corner.

The above described property is the same conveyed by Hugh R. Robbins and Carolyn D. Robbins to Whirlwinds, Inc. on this date, this being a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.