

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

John Cushman and Drina Hedgepeth Cushman of Greenville, S. C. SEND GREETING:

WHEREAS, *we* the said *John Cushman and Drina Hedgepeth Cushman* in and by *us* certain *promissory* note in writing, of even date with these presents, *became* well and truly indebted to *Union Indemnity Company, a Corporation of New Orleans Louisiana* in the full and just sum of *Twelve Thousand Five Hundred (\$12,500.00)* Dollars, to be paid *one year after date at the State Bank of Orlando and Trust Company, Orlando, Florida.*

with interest thereon, from *date of maturity* at the rate of *8* per cent. per annum, to be computed and paid *monthly* until paid in full all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid; *then* the whole amount evidenced by said note to become immediately due at the option of the holder hereof, who may sue thereon and foreclose this mortgage, said note further providing for an attorney's fee of _____

besides all costs and expenses of collection, to be added to the amount due on said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage; as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOWS ALL MEN, That *we* the said *John Cushman and Drina Hedgepeth Cushman* in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *Union Indemnity Company* according to the terms of said note, and also in consideration of the further sum of Three Dollars, to *us* the said *John Cushman and Drina Hedgepeth Cushman* in hand well and truly paid by the said *Union Indemnity Company*

at and before the signing 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 *Union Indemnity Company*, the following described property situate in Greenville County, S.C. to-wit: All that piece, parcel or lot of land in Greenville County, State of South Carolina, situate just outside the incorporate limits of the City of Greenville, said County and State, on the South side of Prentiss Avenue, known and designated as Lot 6 of Block "L" on plat of Mills Property, which is recorded in Plat Book "C" at page 176, in the office of Register Mesne Conveyance for Greenville County, S.C., being more fully described as follows: Beginning at a point on the South side of Prentiss Avenue, and running thence N. 45-27 E. 63 feet to a point, corner of Lot No. 7; thence with line of Lot No. 7, S. 44-33 E. 180 feet to an iron pin; thence S. 45-27 W. 63 feet to an iron pin corner of Lot No. 5; thence N. 44-33 W. 180 feet to the beginning corner.

All that lot of land in the State and County aforesaid, fronting Ridge Drive and known and designated as Lot No. 18 as shown by plat of the property of Ables & Rasor, recorded in Plat Book "E", page 153 and has such courses and distances as are shown on said plat, to which reference is made as a part of this description.

All that lot of land situate in the State and County aforesaid, fronting Ridge Drive and known and designated as Lot No. 17 as shown by plat of the property of Ables & Rasor recorded in Plat Book "E", page 153 and has such courses and distances as are shown on said plat, to which reference is made as a part of this description. Lots 17 and 18 as shown by plat of property of Ables & Rasor is subject to a mortgage in the sum of Fifteen Hundred Dollars (\$1500.00) and Lot No. 6 Block "L" of Mills property is subject to a mortgage in the sum of Three Thousand Dollars (\$3,000.00).

It is agreed between the mortgagors and mortgagee that the mortgagors shall have the privilege of re-financing the present first mortgage upon Lot No. 6, Block "L" on Plat of Mills property and making a first mortgage of Six Thousand Dollars (\$6,000.00) superior to this mortgage.

It is further understood and agreed between the parties hereto that whereas this indebtedness has arisen out of John Cushman indemnifying the mortgagee against any loss sustained by writing a surety bond on the 31st, of August, 1925 on behalf of H.J. Howitz as principal and in favor of Vowell-Drew Company, a corporation of Florida as obligee, said bond being in the sum of One hundred thousand dollars (\$100,000.00), all efforts will be made by the mortgagee to secure the payment of said indebtedness from H.J. Howitz and if H.J. Howitz pays to the mortgagee during a period of one year from date hereof, sufficient money to save harmless the mortgagee from any loss on account of said surety bond, then the present note and mortgage is to be satisfied or if within one year from date hereof the loss represented by the note secured by this mortgage is partially paid by H.J. Howitz, then the mortgagors are to receive credit accordingly.

It is definitely understood and agreed that by taking a note at this time in the sum of Twelve thousand five hundred (\$12,500.) and a mortgage securing the same, that mortgagee does not thereby waive any further claim or claims he may have against John Cushman on account of the said John Cushman indemnifying the mortgagee against any loss sustained by writing the said surety bond above mentioned.

Cancelled by Order of Court
John Cushman
Drina Hedgepeth Cushman
Union Indemnity Company