

## MORTGAGE OF REAL ESTATE

35579 PROVENCE-JARRARD CO.-GREENVILLE

to a Resolution of the Board of Directors of the Authority duly adopted on July 28, 1938, in conformity with the provisions of the State Rural Electrification Authority Act of South Carolina. Such lines are in addition to those authorized pursuant to Resolutions of the Board of Directors of the Authority adopted on October 31, 1935, February 4, 1936, and November 10, 1937. The funds provided by this Bond shall also be available for expenses incurred in connection with the operation of all such electric transmission and distribution lines. This Bond is issued pursuant to and in accordance with the provisions of said State Rural Electrification Authority Act of South Carolina and this recital was duly authorized by the Board of Directors of the Authority in the Resolution first above mentioned.

This Bond is secured by a certain mortgage (hereinafter called the "Mortgage"), dated February 4, 1936, executed and delivered by the Authority to the United States of America, as amended, supplemented and extended by a certain indenture of supplemental mortgage (hereinafter called the "Indenture"), dated as of November 15, 1937, executed and delivered by and between the Authority and United States of America (the Mortgage as amended, supplemented and extended by the Indenture being hereinafter called the "Amended Mortgage") and is one of several bonds (hereinafter called the "Bonds") limited to the aggregate principal amount of three million dollars (\$3,000,000) permitted to be executed and delivered by the Authority pursuant and subject to the Amended Mortgage. The Amended Mortgage provides that all Bonds, subject to the limitation as to aggregate principal amount hereinabove specified, including any Bond or Bonds which may be executed and delivered by the Authority in renewal of or substitution for any outstanding Bond shall be equally and ratably secured by the Amended Mortgage, without preference, priority or distinction of any one Bond over any other Bond and irrespective of the dates of execution and delivery of the respective Bonds. This Bond is further secured by a first pledge of all of the revenues of electric transmission and distribution lines heretofore or hereafter constructed by the Authority (including improvements, betterments and extensions thereto hereafter constructed or acquired) all as provided in the four Resolutions of the Board of Directors of the Authority hereinabove referred to. Reference is hereby made to the Amended Mortgage and to said Resolutions for a description of the property and revenues mortgaged and pledged thereby, the nature and extent of the security and the rights of the holder of this Bond with respect thereto.

This Bond does not constitute a debt of the State of South Carolina.

In case of default by the Authority as provided in the Amended Mortgage, all accrued interest on and all unpaid principal of this Bond and any other Bonds at the time outstanding may be declared or may become due and payable in the manner and with the effect provided in the Amended Mortgage.

IN WITNESS WHEREOF the Authority has caused this Bond to be signed in its name by the Chairman of its Board of Directors thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary-Treasurer, also duly authorized, as of the day and year first above written.

(Seal)

Attest:

A. J. Beattie  
Secretary-Treasurer

STATE RURAL ELECTRIFICATION AUTHORITY

by Olin D. Johnston

Chairman of its Board of Directors.

AND WHEREAS, all necessary acts, things, and conditions prescribed by law have been duly performed, done, and complied with, and the Mortgagor has executed the outstanding Bonds and the Amended Mortgage and this Supplemental Mortgage in the exercising of legal powers in it vested, and all acts, things and conditions necessary to make the outstanding Bonds the valid and binding obligations of the Mortgagor and to make the Amended Mortgage as supplemented by this Supplemental Mortgage a valid and binding first mortgage equally and ratably securing the payment of the principal of and the interest on the outstanding Bonds and all additional bonds, limited as aforesaid, and all bonds which may be executed and delivered in renewals of or in substitution for the outstanding Bonds or any of the additional bonds, when and if executed and delivered, without preference, priority, or distinction of any bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds and also securing the due performance of the covenants, agreements and provisions expressed and declared in the Amended Mortgage and this Supplemental Mortgage, have been duly performed, done, and complied with;

NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE WITNESSETH: That the Fourth Bond has been executed and delivered by the Mortgagor to the Government as one of the additional bonds permitted to be executed and delivered pursuant to the Amended Mortgage and entitled to the security thereof as therein provided, and the Amended Mortgage, and the property thereby mortgaged and pledged, or intended so to be, are hereby confirmed as security for the payment of the principal of and interest on the Fourth Bond equally and ratably with the First Bond, the Second Bond and the Third Bond and with all additional bonds and all bonds which may be from time to time executed and delivered by the Mortgagor in renewal of or substitution for bonds which shall