

SUPPLEMENTAL MORTGAGE
made by
STATE RURAL ELECTRIFICATION AUTHORITY
to
UNITED STATE OF AMERICA
and
RESTRUCTION FINANCE CORPORATION

SUPPLEMENTAL MORTGAGE, dated as of November 1, 1938, made by STATE RURAL ELECTRIFICATION AUTHORITY, a public corporation created, organized and existing under the laws of the State of South Carolina (hereinafter called the "Mortgagor"), to UNITED STATES OF AMERICA (hereinafter called the "Government") and RECONSTRUCTION FINANCE CORPORATION.

WHEREAS, the Mortgagor and the Government have entered into a construction loan contract (hereinafter called the "Original Loan Contract"), dated November 6, 1935, with respect to the terms and conditions of a loan to the Mortgagor by the Government, pursuant to the Emergency Relief Appropriation Act of 1935, in the amount of five hundred forty-two thousand three hundred twenty-eight dollars (\$542,328) with which to construct the lines or system for the transmission or distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the Mortgagor and the Government have entered into a certain supplemental loan contract (hereinafter called the "Supplemental Loan Contract"), dated February 4, 1936, changing and modifying certain provisions of the Original Loan Contract; and

WHEREAS, the Mortgagor has duly authorized and executed and has delivered to the Government, pursuant to the Original Loan Contract, as amended by the Supplemental Loan Contract, and, pursuant to a certain resolution of its Board of Directors duly adopted October 31, 1935, as amended, supplemented and extended by a resolution duly adopted February 4, 1936 (said resolution as so amended, supplemented and extended being hereinafter called the "First Resolution"), its first mortgage 3% bond (hereinafter called the "First Bond"), dated February 4, 1936, in the principal amount of five hundred forty-two thousand three hundred twenty-eight dollars (\$542,328); and

WHEREAS, the Mortgagor has duly authorized and executed and has delivered to the Government a certain mortgage (hereinafter called the "Mortgage"), dated as of even date with the First Bond, of all of the property therein mentioned, described and referred to as security for the First Bond, and the Mortgage, including the plat attached thereto as Exhibit A, has been duly recorded and filed as a mortgage of real and personal property in all appropriate counties in the State of South Carolina; and

WHEREAS, the Mortgagor and the Government have entered into a certain amendment to the Supplemental Loan Contract (hereinafter called the "Amendment to the Supplemental Loan Contract"), dated July 21, 1936, amending, changing and modifying certain provisions of the Original Loan Contract as amended by the Supplemental Loan Contract (the Original Loan Contract as amended and modified by the Supplemental Loan Contract and the Amendment to the Supplemental Loan Contract being hereinafter sometimes called the "First Loan Contract"); and

WHEREAS, the Mortgagor and the Government have entered into a certain construction loan contract (hereinafter called the "Second Loan Contract"), dated as of October 28, 1937, with respect to the terms and conditions of an additional loan to the Mortgagor by the Government, pursuant to the Rural Electrification Act of 1936, in the amount of two hundred sixty-five thousand dollars (\$265,000) with which to construct the lines for the transmission and distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the Mortgagor and the Government have entered into another certain construction loan contract (hereinafter called the "Third Loan Contract"), dated as of October 28, 1937, with respect to the terms and conditions of another additional loan to the Mortgagor by the Government, pursuant to the Rural Electrification Act of 1936, in the amount of seventy-five thousand dollars (\$75,000) with which to construct the lines for the transmission and distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the Mortgagor has duly authorized and executed and has delivered to the Government, pursuant to the Second Loan Contract and to a certain resolution (hereinafter called the "Second Resolution"), duly adopted by its Board of Directors on November 10, 1937, its first mortgage 2.88% bond (hereinafter called the "Second Bond"), dated November 15, 1937, in the principal amount of two hundred sixty-five thousand dollars (\$265,000), and has duly authorized and executed and has delivered to the Mortgagee, pursuant to the Third Loan Contract and to the Second Resolution, its first mortgage 2.88% bond (hereinafter called the "Third Bond"), dated November 15, 1937, in the principal amount of seventy-five thousand (\$75,000), both the Second Bond and the Third Bond being payable as to principal in installments over a period of twenty (20) years from their respective dates; and

WHEREAS, the Mortgagor has duly authorized and executed and has delivered to the Government a certain indenture of supplemental mortgage (hereinafter called the "Indenture"), dated as of even date with the Second Bond and the Third Bond, amending, supplementing and extending the Mortgage and confirming the Mortgage as security for the Second Bond and the Third Bond and the Indenture has been duly recorded and filed as a mortgage of real and personal property in all