

MORTGAGE OF REAL ESTATE

hereby, without preference, priority or distinction of any one bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds, and the holder of the Sixth Bond shall at all times be entitled to exercise any and all rights, privileges and remedies under the Amended Mortgage which any holder of any bond thereby secured shall be intitled to exercise thereunder.

THIS SUPPLEMENTAL MORTGAGE FURTHER WITNESSETH that the Mortgagor, in consideration of the premises, has executed and delivered this Supplemental Mortgage, and has mortgaged, warranted, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over, and by these presnts does mortgage, warrant, grant, bargain, sell, convey, assign, transfer, pledge and set over unto the Government and Reconstruction Finance Coproration, as their respective interests under the Amended Mortgage and hereunder shall appear, and unto their respective assigns, all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "mortgaged Property" set forth in the Amended Mortgage, including, without limitation, all property, real personal or mixed, tangible or intangible, of every kind, nature and desription acquired by or constructed by or on behalf of the MOrtgagor subsequent to the date of the Amended Mortgage or hereafter constructed or acquired by the Mortgagor, where-soever situated or located in the State of South Carolina, and without limiting the generality of the description of the real and personal property of the Mortgagor hereinabove mortgaged, warranted, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over, such description shall be deemed to include all transmission and distribution lines constructed or acquired or proposed to be constructed or acquired by or on behalf of the Mortgagor with the proceeds of the outstanding Bonds.

TO HAVE AND TO HOLD the same forever, to secure equally and ratably the payment of the principal of and interest on the outstanding Bonds and all additional bonds limited as aforesaid and any bond ^{or bonds} issued in renewal of or substitution for the outstanding Bonds and any additional bond, when and if executed and delivered, according to the tenor and effect, thereof, without preference, priority or distinction of the outstanding Bonds over additional bonds or renewal or substituted bonds or of additional bonds or renewal or substituted bonds over the outstanding Bonds or over one another by reason of the priority of execution and delivery thereof or otherwise, and also to secure the due performance of the covenants, agreements and provisions in the Amended Mortgage contained and for the uses and purposes and upon the terms, conditions, provisos and agreements in the Amended Mortgage expresses and declared.

It is expressly covenanted and agreed as follows:

- (1) The Mortgagor shall perform all of the covenants contained in the Loan Contract of February 7, 1939.
- (2) This Supplemental Mortgage may be simultanelously executed in any number of cunter parts, and all said counterparts executed or delivered, each as an original, shall constitute but one and the same instrument.

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

(Seal)

Attest:

A. J. Beattie
Secretary-Treasurer

STATE RURAL ELECTRIFICATION AUTHORITY

by

Burnet R. Maybank
Chairman of its Board of Directors.

Executed by the Mortgagor in
the presence of
W. X. Cullum
J. T. Duckett

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) SS

Personally appeared before W. R. Drake, a Notary Public within and for said County, W. X. Cullum, who being duly sworn says that he saw the Copporate Seal of the State Rural Electrification Authority affixed to the foregoing instrument and that he also saw Burnet R. Maybank, Chairman of the Board of Directors of said Corporation, sign, and A. J. Beattie, Secretary-Treasurer of said Corporation, attest the same, and that he, with J. T. Duckett, witnessed the execution and delivery thereof as the act and deed of the State Rural Electrification Authority.

Subscribed in my presence and
sworn to before me this 7 day of Feb. 1939.

W. R. Drake
Notary Public in and for
County, South Carolina (Notarial Seal)
My commission expires at the pleasure of the Governor

W. X. Cullum

