

MORTGAGE EXTENSION STATEMENT

made by
 UNITED STATES OF AMERICA
 and
 RECONSTRUCTION FINANCE CORPORATION

MORTGAGE EXTENSION STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, State Rural Electrification Authority (hereinafter called the "Authority"), a public corporation existing under the laws of the State of South Carolina, has heretofore executed and delivered to United States of America (hereinafter called the "Government") six (6) several Bonds (hereinafter collectively called the "Outstanding Bonds"), each payable to the order of the Government, and dated, in a principal amount, bearing interest and having a final maturity date as hereinafter specified, to wit:

<u>Bond</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Final Maturity Date</u>
First Bond	Feb. 4, 1936	\$542,328	3%	Feb. 4, 1956
Second Bond	Nov. 15, 1937	265,000	2.88%	Nov. 15, 1957
Third Bond	Nov. 15, 1937	75,000	2.88%	Nov. 15, 1957
Fourth Bond	July 20, 1938	228,000	2.73%	July 20, 1963
Fifth Bond	Nov. 1, 1938	98,000	2.73%	Nov. 1, 1963
Sixth Bond	Feb. 10, 1939	247,000	2.73%	Feb. 10, 1964; and

WHEREAS, the Authority has heretofore executed and delivered to the Government, as mortgagee, a certain mortgage (hereinafter called the "Mortgage"), dated as of February 4, 1936 and the Authority and the Government have entered into an indenture of supplemental mortgage (hereinafter called the "Indenture"), dated as of November 15, 1937, amending, extending and supplementing the Mortgage; and

WHEREAS, the Government has heretofore assigned by an instrument of assignment (hereinafter called the "Assignment"), dated December 18, 1937, the First Bond, the Second Bond and the Third Bond to Reconstruction Finance Corporation and has also assigned the mortgage and the Indenture to Reconstruction Finance Corporation; and

WHEREAS, the Authority has executed and delivered to the Government and Reconstruction Finance Corporation three several supplemental mortgages (hereinafter collectively called the "Supplemental Mortgages"), dated, respectively, of even date with the Fourth Bond, the Fifth Bond and the Sixth Bond, confirming the Mortgage, as amended, extended and supplemented by the Indenture, as security for the Fourth Bond, the Fifth Bond and the Sixth Bond, respectively; and

WHEREAS, Reconstruction Finance Corporation is at the date hereof the holder of the First Bond, the Second Bond and the Third Bond and the Government is the holder of the Fourth Bond, and the Fifth Bond and the Sixth Bond, the both Reconstruction Finance Corporation and the Government are, as such holders, entitled to the benefit and security of the Mortgage, as amended, extended and supplemented by the Indenture, and as supplemented by the Supplemental Mortgages; and

WHEREAS, the Mortgage, the Indenture and the Supplemental Mortgages have been duly filed as mortgages of personal property in the appropriate offices in the Counties of Abbeville, Aiken, Allendale, Anderson, Berkeley, Calhoun, Charleston, Cherokee, Chester, Clarendon, Colleton, Darlington, Dillon, Dorchester, Fairfield, Florence, Georgetown, Greenville, Hampton, Jasper, Kershaw, Lancaster, Laurens, Lexington, Marlboro, Newberry, Oconee, Pickens, Richland, Spartanburg, Saluda, Sumter, Williamsburg and York, in the State of South Carolina, and the Assignment has also been duly filed in said county offices;

NOW, THEREFORE, the Government, acting through the Administrator of the Rural Electrification Administration of United States of America, and Reconstruction Finance Corporation as the mortgagees under and as the holders of the Mortgage, as amended, extended and supplemented by the Indenture, and as supplemented by the Supplemental Mortgages, hereby state: (a) that the Mortgage, as so amended, extended and supplemented, is at the date hereof in force and still secures the Outstanding Bonds and the indebtedness of the Authority evidenced thereby, and also, in addition thereto, will secure additional Bonds, when and as executed and delivered by the Authority, in the manner in the Indenture provided, limited however, so that the aggregate principal amount of all Bonds at any time outstanding and secured thereby shall not exceed \$3,000,000; (b) that the Outstanding Bonds presently evidence an aggregate amount of owing by the Authority thereon of \$992,513.34; (c) that, pursuant to outstanding contract between the Government and the Authority, the Government is obligated under certain conditions to advance to the Authority the full principal amount of the Outstanding Bonds; and (d) that the Mortgage, as amended, extended and supplemented by the Indenture and as supplemented by the Supplemental Mortgages, secures the above-mentioned aggregate amount presently owing by the Authority and evidenced by the Outstanding Bonds and will secure amount from time to time advanced thereon pursuant to the above mentioned contracts between the Authority and the Government and also all amount which shall from time to time be evidenced by