

MORTGAGE EXTENSION STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Laurens Electric Cooperative, Inc. (hereinafter called the "Cooperative"), a cooperative, non-profit, membership 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"), seven (7) certain notes (hereinafter collectively called the "Outstanding Notes"), each payable to the order of the Government, and each being dated, in the principal amount, bearing interest, and having a final maturity date as hereinafter specified, to wit:

NOTE	Date	Principal Amount	Interest Rate	Final Maturity Date
First Note	May 20, 1939	\$244,000	2.73%	May 20, 1964
Second Note	November 25, 1939	57,000	2.69	November 25, 1964
Third Note	October 15, 1940	106,000	2.46	October 15, 1965
Fourth Note	April 25, 1941	30,000	2.46	April 25, 1966
Fifth Note	May 10, 1941	82,117.02	3%	February 4, 1961
Sixth Note	May 10, 1941	7,039.71	2.88	November 15, 1962
Seventh Note	May 10, 1941	1,769.67	2.73	May 10, 1964

and

WHEREAS, to secure the Outstanding Notes, a certain indenture of deed of trust, dated as of May 20, 1939, and a certain supplemental indenture, dated as of October 15, 1940, supplementing said indenture of deed of trust (said indenture of deed of trust and said supplemental indenture being hereinafter collectively called the "Mortgage"), have heretofore been made by and between the Cooperative and The South Carolina National Bank of Charleston (hereinafter called the "Trustee" as trustee; and

WHEREAS, the Mortgage has been duly filed or indexed as a mortgage of personal property in the appropriate offices in the Counties of Greenville, Laurens, Newberry and Spartanburg, in the State of South Carolina; and

WHEREAS, the Government is on the date hereof the holder of the Outstanding Notes; and WHEREAS, Russell P. Fischer is duly authorized by the Administrator of the Rural Electrification Administration to execute this statement on behalf of the Government, said Administrator being charged by law on behalf of the Government with the administration of all matters pertaining to loans of the nature secured by the Mortgage, and is also duly authorized by the Trustee to make this statement on behalf of the Trustee, as trustee under the Mortgage;

NOW, THEREFORE, the Government as the holder of the Outstanding Notes, and the Trustee, as the trustee under the Mortgage, hereby state as follows:

(a) that the Mortgage is at the date hereof in force and secures the indebtedness of the Cooperative evidenced by the following Outstanding Notes in the following unpaid principal amounts and with the following interest owned by the Cooperative accrued in respect thereof and unpaid at the date hereof, including interest permitted by the terms of the respective Outstanding Notes to be accumulated and defined in the Outstanding Notes as "accumulated interest", and interest not permitted by the terms of the respective Outstanding Notes to be accumulated and designated therein as "current interest":

Note	Unpaid Principal	Unpaid Accumulated Interest	Unpaid Current Interest
First Note	\$204,000	\$8,846.59	\$413.91
Second Note	54,500	2,802.45	88.69
Third Note	106,000	2,979.96	none
Fourth Note	17,421.65	202.25	none
Fifth Note	81,469.50	3,111.03	34.76
Sixth Note	6,446.15	796.29	2.86
Seventh Note	1,769.67	48.29	.68

(b) that, pursuant to outstanding contracts between the Government and the Cooperative, the Government is obligated under certain conditions to advance to the Cooperative, not to exceed the sum of \$12,578.35 to be evidenced by the Fourth Note, and that such amount when so advanced, together with interest in respect thereof, will be secured by the Mortgage; and

(c) that the Mortgage provides for the execution by the Cooperative and the delivery to the Government from time to time of additional notes to be secured by the Mortgage to evidence additional loan which may hereafter be contracted to be made by the Government to the Cooperative, the aggregate principal amount of which together with the aggregate principal amount of the Outstanding Notes shall not exceed \$1,500,000, and for the issuance of notes to refund any of the Outstanding Notes or any additional notes, or in renewal thereof.