

10-591

SUPPLEMENTAL MORTGAGE, dated as of February 25, 1964 - - , made by BLUE RIDGE ELECTRIC COOPERATIVE, INC., - - - - - (hereinafter called the "Mortgagor"), a cooperative, non-profit, membership corporation - - - - - existing under the laws of the State of South Carolina - - - - , to UNITED STATES OF AMERICA (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Outstanding Notes"), all payable to the order of the Mortgagee, in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
1. January 25, 1941	\$ 417,000	January 25, 1966
2. May 10, 1941	325,457.10	May 10, 1964
3. July 5, 1944	50,000	July 5, 1969
4. March 5, 1946	190,000	March 5, 1981
5. June 15, 1946	160,000	June 15, 1981
6. January 30, 1947	724,000	January 30, 1982
7. July 27, 1949	170,000	July 27, 1984
8. March 9, 1950	320,000	March 9, 1985
9. May 16, 1950	1,030,000	May 16, 1985
10. April 24, 1953	202,000	April 24, 1988
11. February 23, 1954	270,000	February 23, 1989
12. July 2, 1954	430,000	July 2, 1989
13. April 11, 1956	490,000	April 11, 1991
14. August 22, 1958	1,360,000	August 22, 1993
15. June 20, 1961	881,000	June 20, 1996
16. February 25, 1964	1,302,000	February 25, 1999; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Pace Act Extension Agreement"), dated as of April 12, 1948, by and between the Mortgagor and the Mortgagee, the unmatured and unpaid portion of the principal amount of each of the first three of the Outstanding Notes advanced prior to the date of the Pace Act Extension Agreement is payable in quarterly installments on or before 35 years from the date of each such note, and the portion, if any, of the principal amount of each such note advanced on or after the date of the Pace Act Extension Agreement is or will be payable in quarterly installments on or before 35 years from the date of the Pace Act Extension Agreement; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Basis Date Agreement"), dated as of January 30, 1949, by and between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the sixth of the Outstanding Notes advanced on or after the date of the Basis Date Agreement is or will be payable in quarterly installments on or before 35 years from the date of the Basis Date Agreement; and

WHEREAS, all of the Outstanding Notes are secured by a certain mortgage, (hereinafter called the "Mortgage"), dated as of August 22, 1958, made by the Mortgagor to the Mortgagee; and