

WHEREAS, the Mortgagee is the owner and holder of the Outstanding Notes and the Underlying Mortgage; and

WHEREAS, it is contemplated that the Outstanding Notes and the First Note shall be secured hereby and that additional notes (hereinafter called the "additional notes") shall from time to time be executed and delivered by the Mortgagor to the Mortgagee to evidence loans made pursuant to the Act, and that from time to time the Mortgagor may execute and deliver to the holder or holders of outstanding notes secured hereby notes to refund such outstanding notes, or in renewal thereof, or in substitution therefor, all to be secured hereby (the First Note, the Outstanding Notes, the additional notes, and notes executed and delivered to refund, or in renewal of, or in substitution for, any note or notes at any time outstanding and secured hereby being hereinafter sometimes collectively called the "notes");

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that, in order to secure the payments of the principal of and interest on the notes, according to their tenor and effect, and further to secure the due performance of the covenants, agreements and provisions contained in this Mortgage and to declare the terms and conditions upon which the notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagee, and its assigns, all and singular the following described property (hereinafter sometimes called the "Mortgaged Property"):

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All right, title and interest of the Mortgagor in and to, all and singular, the buildings, plants, works, improvements, structures, estates, grants, franchises, easements, rights, privileges and properties, real, personal and mixed, tangible or intangible, of every kind or description, now owned by the Mortgagor, or which may hereafter be owned or acquired by the Mortgagor, for the purpose of or in connection with the construction or operation by or on behalf of the Mortgagor of a telephone system and business located or to be located in the Counties of Greenville and Laurens -----

-----, in the State of South Carolina -- , and in any other counties in said State, including, without in any way limiting or restricting the generality of the foregoing, the following described real estate, to-gether with all buildings and improvements, now or hereafter situate thereon, to-wit:

- (a) all realty described in a deed, dated August 6, 1951, executed and delivered by R. D. Coker et al., as grantors, to the Mortgagor, as grantee, and recorded in the office of the Register of Mesne Conveyance of Greenville County, South Carolina in Deed Book 443 at page 287; and
- (b) all realty described in a deed, dated March 3, 1955, executed and delivered by R. D. Coker et al., as grantors, to the Mortgagor, as grantee, and recorded in the office of the Register of Mesne Conveyance of Greenville County, South Carolina in Deed Book 519 at page 507.