

MORTGAGE, dated as of *March 20, 1972*, made by HOME TELEPHONE COMPANY OF SIMPSONVILLE (hereinafter called the "Mortgagor"), a corporation organized and 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, to evidence the prior borrowing of funds pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq., hereinafter called the "Act"), has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Home 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 11, 1952	\$ 141,000	January 11, 1987
2. August 27, 1952	95,000	August 27, 1987
3. December 14, 1955	50,000	December 14, 1990
4. July 29, 1957	186,000	July 29, 1992
5. September 2, 1960	75,000	September 2, 1995
6. March 26, 1964	92,000	March 26, 1999
7. May 11, 1966	796,000	May 11, 2001
8. July 2, 1968	760,000	July 2, 2003; and

WHEREAS, the Mortgagor and the Mortgagee have entered into three certain agreements, the first of which is dated as of September 1, 1955, the second of which is dated as of August 1, 1960 and the third of which is dated as of September 3, 1963, by the terms of which, the portion, if any, of the principal amount of Outstanding Home Note 2 above (under the said first agreement), Outstanding Home Note 4 above (under the said second agreement) and Outstanding Home Note 5 above (under the said third agreement), advanced on or after the date of said agreement made relative thereto is or will be payable in quarterly installments on or before 35 years from the date of such agreement; and

WHEREAS, the first six of the Home Notes were issued under and pursuant to a certain mortgage, dated as of January 11, 1952, and are secured by said mortgage, as amended and supplemented by a certain supplemental mortgage, dated as of September 2, 1960, both made by the Mortgagor to the Mortgagee (said mortgage as so amended and supplemented being hereinafter called the "First Home Mortgage"), and the seventh and eighth of the Home Notes were issued under and pursuant to a certain mortgage, dated as of May 11, 1966, and are secured by said mortgage, as amended and supplemented by a certain supplemental mortgage, dated as of July 2, 1968, both made by the Mortgagor to the Mortgagee (said mortgage as so amended and supplemented being hereinafter called the "Second Home Mortgage", and the First Home Mortgage and the Second Home Mortgage being hereinafter collectively called the "Home Mortgage"); and

WHEREAS, the Second Home Mortgage also secures the first six of the Home Notes; and

WHEREAS, Bowman Telephone Company (hereinafter called "Bowman"), a South Carolina corporation, for value received, to evidence the prior borrowing of funds pursuant to the Act, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Bowman Notes"), all payable to the order of the Mortgagee, in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
1. October 26, 1955	\$ 59,000	October 26, 1990
2. January 8, 1957	100,000	January 8, 1992
3. June 3, 1957	36,000	June 3, 1992
4. March 18, 1966	350,000	March 18, 2001; and

(the Home Notes and the Bowman Notes being hereinafter sometimes collectively called the "Outstanding Notes"); and