

WHEREAS, the Mortgagor and the Government desire that all properties of Jackson and Ellore be included under the lien of this Mortgage (as "this Mortgage" as hereinbelow defined) and that the indebtedness of Jackson to the Government as evidenced by the Outstanding Jackson REA Notes be included in the indebtedness secured hereby; and

WHEREAS, the Mortgagor, the Government and the Bank desire to add the Bank as a secured party under the REA mortgage and further desire to amend, supplement and consolidate the REA Mortgage; and

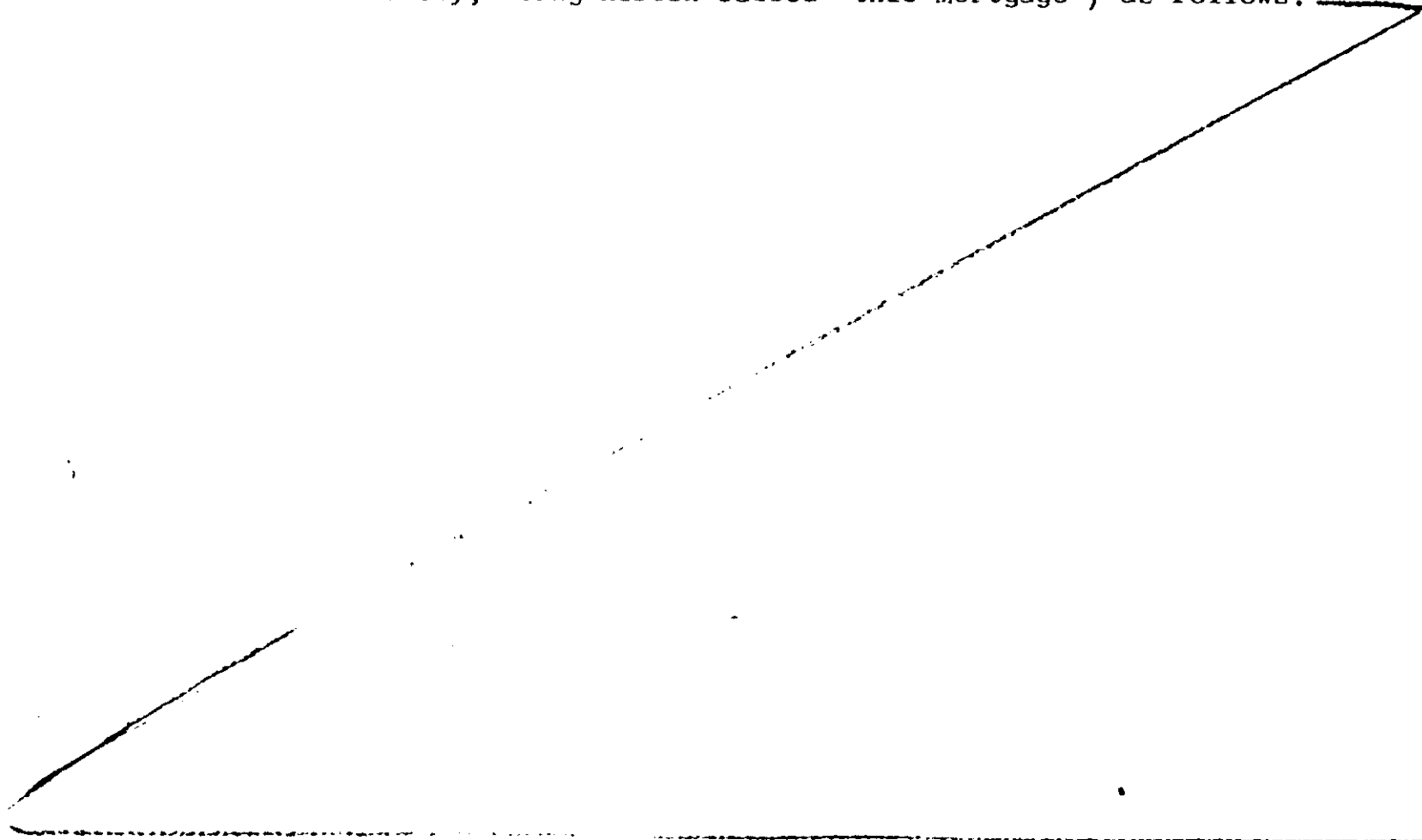
WHEREAS, under the provisions of the Act and other applicable law, the Administrator of REA is authorized to amend, supplement and consolidate the REA Mortgage as herein provided; and

WHEREAS, the changes in the REA Mortgage which the parties thereto and hereto desire now to effect make advisable the consolidating and restating of each of the instruments constituting the REA Mortgage in its entirety;

NOW, THEREFORE, this Supplemental Mortgage and Security Agreement

WITNESSETH:

That each of the instruments constituting the REA Mortgage is hereby amended, supplemented and consolidated to read in its entirety from and after the date of execution of this Supplemental Mortgage and Security Agreement (the REA Mortgage, as amended, supplemented and consolidated hereby, being herein called "this Mortgage") as follows:



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