

INDENTURE OF SUPPLEMENTAL MORTGAGE
made by
STATE RURAL ELECTRIFICATION AUTHORITY
to
UNITED STATES OF AMERICA

INDENTURE OF SUPPLEMENTAL MORTGAGE dated as of the 15th day of November, 1937, made by and between STATE RURAL ELECTRIFICATION AUTHORITY, a public corporation created, organized and existing under the laws of the State of South Carolina (hereinafter called the "Mortgagor"), and the UNITED STATES OF AMERICA (hereinafter called the "Mortgagee").

WHEREAS, THE PARTIES hereto have entered into a construction loan contract dated November 6, 1935 (hereinafter called the "Original Loan Contract") with respect to the terms and conditions of a loan to the Mortgagor by the Mortgagee pursuant to the Emergency Relief Appropriation Act of 1935 in the amount of five hundred forty-two thousand three hundred twenty-eight dollars (\$542,328) with which to construct the lines or system for the transmission or distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the parties hereto have entered into a certain supplemental loan contract dated February 4, 1936 (hereinafter called the "Supplemental Loan Contract") changing and modifying certain provisions of the Original Loan Contract; and

WHEREAS, the Mortgagor has duly authorized, executed and delivered to the Mortgagee pursuant to the Original Loan Contract as amended by the Supplemental Loan Contract and pursuant to a certain resolution of its Board of Directors duly adopted October 31, 1935 as amended, supplemented and extended by a resolution duly adopted February 4, 1936 (said resolution as so amended, supplemented and extended being hereinafter called the "First Resolution") its First Mortgage 3% Bond (hereinafter called the "First Bond") dated February 4, 1936, in the principal amount of five hundred forty-two thousand three hundred twenty-eight dollars (\$542,328); and

WHEREAS, the Mortgagor has duly authorized, executed and delivered to the Mortgagee a certain mortgage (hereinafter called the "Mortgage") dated as of even date with the First Bond of all of the property therein mentioned, described and referred to, as security for the First Bond and the Mortgage including the plat attached thereto as Exhibit A has been duly recorded and filed as a mortgage of real and personal property in all appropriate counties in the State of South Carolina; and

WHEREAS, the parties hereto have entered into a certain Amendment to the Supplemental Loan Contract dated July 21, 1936 (hereinafter called the "Amendment to the Supplemental Loan Contract") amending, changing and modifying certain provisions of the Original Loan Contract as amended by the Supplemental Loan Contract (the Original Loan Contract as amended and Modified by the Supplemental Loan Contract and the Amendment to the Supplemental Loan Contract being hereinafter sometimes called the "First Loan Contract"); and

WHEREAS, the parties hereto have entered into a certain construction loan contract dated as of October 28, 1937 (hereinafter called the "Second Loan Contract") with respect to the terms and conditions of an additional loan to the Mortgagor by the Mortgagee pursuant to the Rural Electrification Act of 1936 in the amount of two hundred sixty-five thousand (\$265,000) with which to construct the lines or system for the transmission and distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the parties hereto have entered into another construction loan contract dated as of October 28, 1937 (hereinafter called the "Third Loan Contract") with respect to the terms and conditions of another additional loan to the Mortgagor by the Mortgagee pursuant to the Rural Electrification Act of 1936, in the amount of seventy-five thousand dollars (\$75,000) with which to construct the lines or system for the transmission and distribution of electric energy in rural areas more particularly described therein; and

WHEREAS, the Mortgagee, by an assignment made under date of October 19, 1936, duly assigned the First Bond and the Mortgage to Reconstruction Finance Corporation, and said Reconstruction Finance Corporation, by an assignment made under even date herewith, but executed and delivered prior to the execution and delivery of this Indenture, reassigned the First Bond and the Mortgage to the Mortgagee and the Mortgagee is at the time of the execution and delivery of this Indenture the owner and holder of the First Bond and of the Mortgage; and

WHEREAS, the Mortgagor has contemporaneously with this Indenture duly authorized, executed and delivered to the Mortgagee, pursuant to the Second Loan Contract and to a certain resolution (hereinafter called the "Second Resolution") duly adopted by its Board of Directors on November 10, 1937, its First Mortgage 2.88% Bond (hereinafter called the "Second Bond") dated November 1, 1937, in the principal amount of two hundred sixty-five thousand dollars (\$265,000) and has duly authorized, executed and delivered to the Mortgagee, pursuant to the Third Loan Contract and to the Second Resolution, its First Mortgage 2.88% Bond (hereinafter called the "Third Bond") dated November 1, 1937, in the principal amount of seventy-five thousand dollars (\$75,000), both the Second Bond and the Third Bond being payable as to principal in instalments over a period of twenty (20) years from their respective dates in the form of the Second Bond