

Ref. Tel. Mtg. Com. T-21
2-958

Rev. 10/64

MORTGAGE, dated as of May 11, 1966, - - - 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 the UNITED STATES OF AMERICA (hereinafter sometimes called
the "Mortgagee").

WHEREAS, the Mortgagor, to evidence the borrowing of funds from the Mortgagee pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq., hereinafter called the "Act"), has duly authorized and executed, and has delivered to the Mortgagee, its mortgage note (hereinafter called the "First Note"), to be secured by a mortgage in the terms hereof of the property hereinafter described; and

WHEREAS, the First Note is of even date herewith, is in the principal amount of seven hundred ninety-six thousand - - - - - dollars (\$796,000 - - -), is payable to the order of the Mortgagee at the United States Treasury, Washington, D. C., bears interest at the rate of two per centum (2%) per annum, and provides for periodic payments of interest and repayments of principal which will pay and discharge the principal of the First Note and interest thereon within thirty-five (35) years after the date thereof; and

WHEREAS, the Mortgagor, 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 "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 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; and

WHEREAS, the Mortgagor and the Mortgagee have entered into three certain agreements, the first of which is dated September 1, 1955, the second of which is dated August 1, 1960 and the third of which is dated September 3, 1963, by the terms of which, the portion, if any, of the principal amount of Outstanding Note 2 above (under the said first agreement), Outstanding Note 4 above (under the said second agreement) and Outstanding 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 Outstanding Notes were issued under and pursuant to, and are secured by, a certain mortgage, dated as of January 11, 1952, as amended and supplemented by a certain supplemental mortgage, dated as of September 2, 1960, each made by the Mortgagor to the Mortgagee (said mortgage, as so amended and supplemented, being hereinafter called the "Underlying Mortgage"); and