MORTGAGE OF REAL ESTATE

Calhoun, Charleston, Cherokee, Chester, Clarendon, Colleton, Darlington, Dillon, Fairfield, Florence, Georgetown, Greenville, Greenwood, Hampton, Jasper, Kershaw, Lancaster, Laurens, Lexington, Marlboro, Newberry, Oconee, Pickens, Richland, Spartanburg, Sumter, Williamsburg, and York, or elsewherein the State of South Carolina;

* V -

All right, title, and interest of the Mortgagor in, to, and under any and all contracts, now or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase by the Mortgagor of electric energy at wholesale;

- VI -

All right, title, and interest of the Mortgagor in and to all wagons, carriages, trucks, automobiles, tractors, horses, mules, tools, furniture, and supplies wherever located, including, without limitation. personal property of the above description hereafter acquired by the Mortgagor;

- VII -

All tolls, rents, issued, income, revenues, earnings, profits, benefits, and additions derived, received, or had from any and all property of the Mortgagor of every nature and description, whether now owned or hereafter acquired, erected, or constructed;

- VIII -

Also, all other property, real, personal, or mixed, tangible or intangible, of every kind, nature, and description, and wheresoever situate, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all property, real, personal, and mixed, acquired, or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein.

TO HAVE AND TO HOLD the same forever, to secure equally and ratably the payment of the principal of and interest on the bonds, according to the tenor and effect of the respective bonds, without preference, priority, or distinction of any of the bonds over any other of the bonds, by reason of the priority of execution or delivery thereof or otherwise, and to secure the due performance of the covenants, and provisions contained in the Amended Mortgage, and for the uses and purposes and upon the terms, conditions, provisions, and agreements hereinafter expressed and declared.

This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Mortgagor has caused this Supplemental Mortgage to be signed in its name by the Chairman of its Board of Directors thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary-Treasurer, also thereunto duly authorized, as of the day and year first above written.

(Seal)

Attest: A. J. Beattie

Secretary*Treasurer

Executed by the Mortgagor in

the presence of:

Sarah E. Parker

J. T. Duckett

Witnesses.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND

SS

Personally appeared before W. R. Drake, a Notary Public within and for said County,
Sarah E. Parker, who being duly sworn says that she saw the Corporate Seal of the State Rural
Electrification Authority affixed to the foregoing instrment and that he also saw Olin D.
Johnston, Chairman of the Board of Directors of said Corporation, sign, and, A. J. Beattie,
Secretary-Treasurer of said Corporation, attest the same, and that she with J. T. Duckett,
witnessed the execution and delivery thereof as the act and deed of the State Rural Electrification
Authority.

Subscribed in my presence and

sworn, to before me this 7

day of Sept. 1938.

W. R. Drake

. Notary Public inand for

. County, South Carolina

. My Commission expires at the pleasure of the Governor

Sarah E. Parker

STATE RURAL ELECTRIFICATION AUTHORITY

Chairman of its Board of Directors

Oline D. Johnston