

MORTGAGE EXTENSION STATEMENT

Dated June 9, 1945

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Laurens Electric Cooperative, Inc. (hereinafter called the "Cooperative"), a cooperative, non-profit, membership corporation existing under the laws of the State of South Carolina, has heretofore executed and has delivered to United States of America (hereinafter called the "Government"), eight certain notes, each payable to the order of the Government, and each being dated, in the principal amount, and having a final maturity date as hereinafter specified, to wit:

<u>Note</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Final Maturity Date</u>
First Note	May 20, 1939	\$224,000.00	May 20, 1964
Second Note	November 25, 1939	57,000.00	November 25, 1964
Third Note	October 15, 1940	106,000.00	October 15, 1965
Fourth Note	April 25, 1941	30,000.00	April 25, 1966
Fifth Note	May 10, 1941	82,117.02	February 4, 1961
Sixth Note	May 10, 1941	7,039.71	November 15, 1962
Seventh Note	May 10, 1941	1,769.67	May 10, 1964
Eighth Note	June 5, 1943	10,000.00	June 5, 1968;

WHEREAS, to secure the above-mentioned notes, a certain indenture of deed of trust, dated as of May 20, 1939, and a certain supplemental indenture, dated as of October 15, 1940, amending and supplementing said indenture of deed of trust (said indenture of deed of trust and said supplemental indenture being hereinafter collectively called the "Mortgage"), have heretofore been made by and between the Cooperative and The South Carolina National Bank of Charleston (hereinafter called the "Trustee). as trustee, and the First Note, Second Note, Third Note, Fourth Note, Fifth Note and Eighth Note (hereinafter collectively called the "Outstanding Notes") are presently secured by the Mortgage, the Sixth Note and the Seventh Note having been paid in full and cancelled; and

WHEREAS, the Mortgage has been duly filed for record and indexed as a mortgage of personal property in the appropriate offices in the Counties of Greenville, Laurens, Newberry and Spartanburg, in the State of South Carolina; and

WHEREAS, the Government is on the date hereof the holder of the Outstanding Notes; and

WHEREAS, Russel P. Fischer is duly authorized by the Administrator of the Rural Electrification Administration to execute this statement on behalf of the Government, said Administrator being charged by law on behalf of the Government with the administration of all matters pertaining to loans of the nature secured by the Mortgage, and is also duly authorized by the Trustee to make this statement on behalf of the Trustee, as trustee under the Mortgage;

NOW, THEREFORE, the Government, as the holder of the Outstanding Notes, and the Trustee, as the trustee under the Mortgage, hereby state as follows:

(a) that the Mortgage is at the date hereof in force and secures the indebtedness of the Cooperative evidenced by the Outstanding Notes in the following unpaid amounts:

<u>Note</u>	<u>Unpaid Principal</u>	<u>Unpaid Interest</u>
First Note	\$196,803.72	\$ 375.74
Second Note	54,385.92	1,479.91
Third Note	102,889.13	4,310.63
Fourth Note	25,500.00	892.57
Fifth Note	46,976.23	316.69
Eighth Note	9,884.88	40.03;

(b) that, pursuant to outstanding contracts between the Government and the