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SUPPLEMENTAL MORTGAGE, dated as of September 2, 1960
, made by and between HOME-TELEPHONE COMPANY OF SIMPSONVILLE
----- (hereinafter called the "Mortgagor"), a corporation
organized and existing under the laws of the State of South Carolina,
to UNITED STATES OF AMERICA (hereinafter sometimes called the "Mort-
gagee").

WHEREAS, the Mortgagor, for value received, has heretofore duly author-
ized and executed, and has delivered to the Mortgagee, the following certain mort-
gage note or notes (hereinafter collectively called the "Outstanding Notes"), pay-
able 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; and

WHEREAS, by the terms of a certain agreement, (T-7) dated as of September
1, 1955, by and between the Mortgagor and Mortgagee, the Principal Balance (as defined
in said agreement) of the second of the Outstanding Notes is or will be payable in
quarterly installments on or before thirty-five (35) years from the date of the agree-
ment pursuant to which such Principal Balance is advanced.

WHEREAS, the Outstanding Notes were issued under and pursuant to a cer-
tain mortgage, dated as of January 11, 1952 -, made by the Mortgagor to the Mort-
gagee, and are secured by said mortgage, -----

also made by the Mortgagor to the Mortgagee (said mortgage, -----
----- being hereinafter called the "Mortgage"); and

WHEREAS, the Mortgagee is the holder of the Outstanding Notes and the
Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execu-
tion of the Mortgage that the property of the Mortgagor of the classes described
therein as being mortgaged or pledged thereby, or intended so to be, whether then
owned or thereafter acquired, would secure certain notes of the Mortgagor when and
as executed and delivered under and pursuant to the Mortgage, as from time to time
amended or supplemented, and it is intended by the Mortgagor to confirm hereby the
Mortgage as security for the Outstanding Notes, and other notes of the Mortgagor
when and as executed and delivered under and pursuant to the Mortgage, as amended
and supplemented hereby; and

WHEREAS, it is further intended to effectuate hereby the intention of the
Mortgage to provide for the further conveying, mortgaging and pledging by supple-
mental mortgage of property of the Mortgagor to be conveyed, mortgaged or pledged
pursuant to the Mortgage in order to secure the payment of the principal of and
interest on notes executed and delivered thereunder and pursuant thereto; and

WHEREAS, the Mortgagor and the Mortgagee also desire to amend the Mort-
gage in various respects, as hereinafter set forth, preserving, nevertheless, the
lien of the Mortgage upon the premises and property described or referred to as
being mortgaged or pledged in the Mortgage as amended and supplemented hereby; and

WHEREAS, all acts, things, and conditions prescribed by law and by the
articles of incorporation and bylaws of the Mortgagor have been duly performed and
complied with to authorize the execution and delivery hereof and to make the Mort-
gage, as amended and supplemented hereby, a valid and binding mortgage to secure
the Outstanding Notes and other notes of the Mortgagor when and as executed and
delivered under and pursuant to the Mortgage, as amended and supplemented hereby;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in
hand paid by the Mortgagee to the Mortgagor, the receipt whereof by the Mortgagor
prior to the execution and delivery hereof is hereby acknowledged, this - - - -
-Supplemental Mortgage witnesseth as follows: