

SUPPLEMENTAL MORTGAGE, dated as of October 29, 1968 - - - , made by LAURENS ELECTRIC COOPERATIVE, INC. - - - - - (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 "Mortgagee").

WHEREAS, the Mortgagor, for value received, 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. July 5, 1945	\$ 78,000	July 5, 1980
2. August 6, 1945	212,000	August 6, 1980
3. July 11, 1946	258,000	July 11, 1981
4. March 20, 1947	460,000	March 20, 1982
5. February 3, 1949	280,000	February 3, 1984
6. March 15, 1950	225,000	March 15, 1985
7. October 21, 1950	635,000	October 21, 1985
8. July 2, 1954	595,000	July 2, 1989
9. November 16, 1956	470,000	November 16, 1991
10. April 15, 1958	465,000	April 15, 1993
11. January 31, 1961	743,000	January 31, 1996
12. August 18, 1964	748,000	August 18, 1999
13. October 29, 1968	1,056,000	October 29, 2003; and

WHEREAS, the Mortgagor and the Mortgagee have entered into a certain agreement dated as of August 21, 1967, by the terms of which, the portion, if any, of the principal amount of Outstanding Note 12 above, advanced on or after the date of said agreement is or will be payable in quarterly installments on or before 35 years from the date of such agreement; and

WHEREAS, the Outstanding Notes are secured by a certain mortgage (hereinafter called the "Mortgage"), made by the Mortgagor to the Mortgagee; and dated as of August 18, 1964,

WHEREAS, to the extent that any of the property described or referred to herein and in the Mortgage is governed by the provisions of the Uniform Commercial Code of South Carolina, as amended (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that the Mortgage and this supplemental mortgage, collectively, shall be regarded as a "security agreement" creating security interests under the Uniform Commercial Code and that this supplemental mortgage be also regarded as a "financing statement" under the Uniform Commercial Code for said "security agreement"; and

