NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE WITNESSETH: That the Seventh bond has been executed and delivered by the Mortgager to the Government as one of the additional bonds permitted to be executed and delivered pursuant to the Amended Mortgage and entitled to the security thereof as therein provided, and the Amended Mortgage, and the property thereby mortgaged and pledged, or intended so to be, are hereby confirmed as security for the payment of the principal of and interest on the Seventh Bond equally and ratably with the First Bond, the Second Bond, the Fourth Bond, the Fifth Bond and the Sixth Bond and with all additional bonds and all bonds which may be from time to time executed and delivered by the Mortgagor in renewal of or substitution for bonds which from time to time shall be outstanding and secured by the Amended Mortgage, when and as the same shall be executed and delivered, all as provided and permitted in the Amended Mortgage as supplemented hereby, without preference, priority or distinction of any one bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds, and the holder of the Seventh Bond shall at all times be entitled to exercise any and all rights, privileges and remedies under the Amended Mortgage which any holder of any bond thereby secured shall be entitled to exercise thereunder.

THIS SUPPLEMENTAL MORTGAGE FURTHER WITNESSETH that the Mortgagor, in consideration of the premises, has executed and delivered this Supplemental Mortgage, and has mortgaged, warranted, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over, and by these presents does mortgage, warrant, grant, bargain, sell, convey, assign, transfer, pledge and set over unto the Government and Reconstruction Finance Corporation, as their respective interests under the Amended Mortgage and hereunder shall appear, and unto their respective assigns, all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property", set forth in the Amended Mortgage, including, without limitation, all property, real, personal or mixed, tangible or intangible, of every kind, nature and description acquired by or constructed by or on behalf of the Mortgagor subsequent to the date of the Amended Mortgage or hereafter constructed or acquired by the Mortgagor, whereseever situated or located in the State of South Carolina, and without limiting the generality of the description of the real and personal property of the Mortgagor hereinabove mortgaged, warranted, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over, such description shall be deemed to include all tramsmission and distirbution lines constructed or acquired or proposed to be constructed or acquired by or on behalf of the Mortgagor with the proceeds of the Outstanding Bonds.

HAVE AND TO HOLD, the same forever, to secure equally and ratably the payment of the principal of and in erest on the Outstanding bonds and all additional bonds limited as aforesaid and any bond of bonds issued in renewal of or substitution for the Outstanding Bonds and any additional bond, when and if executed and delivered, according to the tenor and effect thereof, without preference, priority or distinction of the Outstanding Bonds over additional bonds or renewals or substituted bonds or of additional bonds or nenewal or substituted bonds over the Outstanding Bonds or over one another by reason of the priority of execution and delivery thereof or otherwise, and also to secure the due performance of the covenants, agreements and provisions in the Amended Mortgage contained and for the uses and purposes and upon the terms, conditions, provisos and agreements in the Amended Mortgage expressed and declared.

It is expressly covenanted and agreed as follows:

- (1) The Mortgagor shall perform all of the covenants contained in the Loan Contract of May 9, 1939.
- (2) This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed or 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 the Secretary-Treasurer of its Board of Directors, also thereunto duly authorized, as of the day and year first above written.

(SEAL)

Attest:

A. J. Beattie Secretary-Treasurer of its Board of Directors. STATE RURAL ELECTRIFICATION AUTHORITY by Burnet R. Maybank

Chairman of its Board of Directors.

Executed by the Mortgagor in the presence of:
D. A. Smith

W. X. Cullum

Witnesses