

58730 Book 111

SUPPLEMENTAL INDENTURE, dated as of February 2, 1956, ~~1955~~, made by and between W E G DIAL TELEPHONE, INC. (hereinafter called the "Corporation"), a corporation existing under the laws of the State of Kansas, and THE NATIONAL BANK OF AMERICA AT SALINA (hereinafter called the "Trustee"), a banking corporation organized and existing under the laws of the United States of America.

WHEREAS, the Corporation, for value received, has heretofore duly authorized and executed, and has delivered to United States of America (hereinafter called the "Government"), the following certain mortgage note or notes (hereinafter collectively called the "Outstanding Notes"), payable to the order of the Government, in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
December 7, 1951	\$400,000	December 7, 1986
September 2, 1953	68,000	September 2, 1988
February 2, 1955 1956	85,000	February 2, 1990 1991

; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Basis Date Agreement"), dated as of April 21, 1954, by and between the Corporation and the Government, the portion, if any, of the principal amount of the note dated December 7, 1951, in the principal amount of \$400,000, advanced on or after the date of the Basis Date Agreement is or will be payable in quarterly installments on or before thirty-five (35) years after the date of the Basis Date Agreement; and

WHEREAS, the Outstanding Notes were issued under and pursuant to a certain indenture of deed of trust, dated as of December 7, 1951, made by and between the Corporation and the Trustee, as trustee, and are secured by said indenture of deed of trust, as amended and supplemented by a certain supplemental indenture, dated as of September 2, 1953, also made by and between the Corporation and the Trustee, as trustee (said indenture of deed of trust, as so amended and supplemented, being hereinafter called the "Indenture"); and

WHEREAS, the Government is the holder of the Outstanding Notes; and

WHEREAS, it was the intention of the Corporation at the time of the execution of the Indenture that the property of the Corporation 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 Corporation when and as executed and delivered under and pursuant to the Indenture, as from time to time amended or supplemented, and it is intended by the Corporation to confirm hereby the Indenture as security for the Outstanding Notes, and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby; and

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

WHEREAS, the Corporation and the Trustee also desire to amend the Indenture in various respects, as hereinafter set forth, preserving, nevertheless, the lien of the Indenture upon the premises and property described or referred to as being mortgaged or pledged in the Indenture, as amended and supplemented hereby; and