

"(b) all that property, real, personal and mixed, tangible or intangible, of every kind, nature and description, proposed to be constructed or acquired by the Corporation with the proceeds of the loan evidenced by the First Note, and with moneys, if any, deposited or to be deposited in the bank account in which the proceeds of the loan evidenced by the First Note are to be deposited, all pursuant to a certain telephone loan contract, dated as of December 6, 1951, and a certain amending telephone loan contract, dated as of September 21, 1955 (said amending telephone loan contract being hereinafter called the "Loan Contract"), both made by and between the Corporation and the Government and located in the Counties of Douglas, Franklin, Johnson, Miami and Osage, -----  
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in the State of Kansas;

and in and to all extensions and improvements of and additions to the property described above in (a) and (b), including all buildings, plants, works, structures, improvements, fixtures, apparatus, materials, supplies, machinery, tools, implements, poles, posts, crossarms, conduits, ducts, lines, whether underground or overhead or otherwise, wires, cables, exchanges, switchboards, desks, testboards, frames, racks, motors, generators, batteries and other items of central office equipment, subscriber station equipment, including house wiring and protectors, instruments, connections and appliances, office furniture and equipment, work equipment, and any and all other property of every kind, nature and description, used, useful or acquired for use by the Corporation in connection with the property described above in (a) and (b), or the extensions and improvements thereof or additions thereto; and also all right, title and interest of the Corporation in and to any and all other telephone properties or systems at any time or times hereafter constructed or acquired by the Corporation and all extensions and improvements thereof or additions thereto; together with any and all other property of every kind, nature and description, used, useful or acquired for use by the Corporation in connection therewith, wherever located in the above-mentioned State or States, including, without limitation, all property of the classes hereinabove listed;"

and (2) adding at the end of the description of the "Trust Estate" in the said granting clauses, after paragraph "VI" thereof, the following proviso:

"Provided, however, that except as hereinafter provided in section 12(b) of article II hereof, no automobiles, trucks, trailers, tractors or other vehicles owned or used by the Corporation shall be included in the Trust Estate."

4. Article I of the Indenture is amended by deleting Section 2 thereof and inserting in lieu thereof the following:

"SECTION 2. The Corporation, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record, and file mortgages and deeds of trust supplemental to this Indenture which thereafter shall form a part hereof, for the purpose of formally confirming this Indenture as security for the First Note, any additional note or notes or for any refunding, renewal or substituted note or notes executed and delivered by the Corporation as herein provided. Nothing herein contained shall require the execution and delivery by the Corporation of a supplemental mortgage or deed of trust in connection with the issuance hereunder or the securing hereby of the First Note, additional notes or of refunding, renewal or substituted notes, except as hereinafter provided in section 12 of article II hereof."