

Orig. Tel. Mtg. T-5
7-139

MORTGAGE, dated as of December 19 1959 made by
W E G DIAL TELEPHONE, INC. (hereinafter called the "Mortgagor")
a corporation organized and existing under the laws of the State
of Kansas to UNITED STATES OF AMERICA (hereinafter sometimes
called the "Mortgagee").

WHEREAS, the Mortgagor has determined to borrow funds from the
Mortgagee under and pursuant to the Rural Electrification Act of 1936, as
amended, (7 U.S.C. 901 et seq., hereinafter called the "Act"), for its
lawful corporate purposes and, to that end, has duly authorized and executed,
and has delivered to the Mortgagee, its mortgage note (hereinafter called
the "First Note"), to be secured by a mortgage in the terms hereof of the
property hereinafter described; and

WHEREAS, the First Note is of even date herewith, is in the principal
amount of two hundred thousand dollars (\$200,000), is payable to the order of
the Mortgagee at the United States Treasury, Washington, D. C., bears interest
at the rate of two (2) per centum per annum, and provides for the payment of
the interest accruing on the principal thereof for three (3) years after the
date thereof, and provides further for payments thereafter on the last day of
February, May, August and November in each year, which payments will be in
the amounts calculated to be sufficient to pay and discharge the principal
of the first Note and interest thereon within thirty-five (35) years after
the date thereof, at which time the unpaid principal of the First Note and
interest thereon, if any, shall become due and payable; and

WHEREAS, the Mortgagor, for value received, has heretofore duly
authorized and executed, and has delivered to the Mortgagee, and there are
presently outstanding, the following certain mortgage notes (hereinafter
collectively called the "Outstanding Notes"), all payable to the order of
the Mortgagee, in installments, as follows:

DATE	PRINCIPAL AMOUNT	FINAL PAYMENT DATE
1. December 7, 1951	\$ 400,000	December 7, 1986
2. September 2, 1953	68,000	September 2, 1988
3. February 2, 1956	85,000	February 2, 1991
4. July 9, 1956	200,000	July 9, 1991
5. June 1, 1957	49,000	June 1, 1992
6. June 6, 1957	150,000	June 6, 1992
7. June 3, 1958	300,000	June 3, 1993
Total	\$1,252,000; 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 Mortgagor and the Mortgagee, the portion, if any, of the principal
amount of the first of the Outstanding Notes advanced on or after the date
of the Basis Date Agreement is or will be payable in quarterly install-
ments on or before 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 Mortgagor and The National Bank of America at Salina,
as trustee, and are secured by said indenture of deed of trust as amended
and supplemented by three certain supplemental indentures dated, respective-
ly, as of September 2, 1953, as of February 2, 1956 and as of June 9,
1958, all also made by and between the Mortgagor and The National Bank of
America at Salina, as trustee (said indenture of deed of trust and said
three supplemental indentures being all hereinafter collectively called
the "Underlying Mortgage"); and

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