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Ref. Tel. Mtge. Comm.

7-2031

MORTGAGE, dated as of **JUL 31 1967**, made by
KANSAS TELEPHONE COMPANY, formerly Northern Kans. Telephone Co.
(hereinafter called the "Mortgagor"), a corporation organized and
existing under the laws of the State of Kansas, to the UNITED
STATES OF AMERICA (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor, to evidence the borrowing of funds from the
Mortgagee pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C.
901 et seq., hereinafter called the "Act"), has duly authorized and executed, and
has delivered to the Mortgagee, the following certain mortgage notes (hereinafter
collectively called the "Kansas Notes"), all payable to the order of the Mortgagee,
in installments:

DATE	PRINCIPAL AMOUNT	FINAL PAYMENT DATE
1. May 7, 1955	\$ 400,000.00	May 7, 1990
2. June 5, 1956	100,000.00	June 5, 1991
3. November 23, 1956	85,000.00	November 23, 1991
4. December 1, 1956	500,000.00	December 1, 1991
5. September 3, 1957	170,000.00	September 3, 1992
6. December 2, 1957	179,000.00	December 2, 1992
7. December 3, 1957	171,000.00	December 3, 1992
8. January 4, 1958	40,000.00	January 4, 1993
9. October 1, 1958	536,000.00	October 1, 1993
10. April 2, 1959	100,000.00	April 2, 1994
11. April 6, 1959	496,000.00	April 6, 1994
12. May 25, 1959	278,000.00	May 25, 1994
13. May 25, 1959	560,000.00	May 25, 1994
14. October 5, 1959	339,551.08	October 5, 1994
15. June 1, 1960	600,000.00	June 1, 1995
16. September 23, 1960	311,000.00	September 23, 1995
17. August 7, 1961	571,000.00	August 7, 1996
18. March 1, 1962	324,000.00	March 1, 1997
19. December 7, 1963	107,000.00	December 7, 1998
20. June 26, 1965	360,000.00	June 26, 2000
21. February 9, 1966	374,000.00	February 9, 2001; and