

252
WHEREAS, the tenth of the Outstanding Notes was issued by Mijo Telephone Company, Inc., to which the Mortgagor is successor by merger, and, as only \$7,448.92 was advanced by the Mortgagee on account of said note, the Mortgagee has credited \$92,551.08 on the principal of said note; and

WHEREAS, the eighth, ninth and the eleventh to the twenty-first Kansas Notes were issued under and pursuant to a certain mortgage, dated as of January 4, 1958, made by the Mortgagor to the Mortgagee, and all of the Kansas Notes are secured by said mortgage, as amended and supplemented by eight certain supplemental mortgages, dated, respectively, as of October 20, 1958, as of June 5, 1959, as of October 6, 1959, as of October 10, 1960, as of March 2, 1962, as of December 7, 1963, as of June 26, 1965 and as of February 9, 1966 all also made by the Mortgagor to the Mortgagee (said mortgage and the Underlying Mortgage as defined in said Mortgage and said eight supplemental mortgages being all hereinafter collectively called the "Kansas Mortgage"); and

WHEREAS, by an amendment to its articles of incorporation filed in the office of the Secretary of State, State of Kansas, on April 4, 1963, and in the office of the Register of Deeds of Franklin County, Kansas, on April 5, 1963, the corporate name of the Mortgagor was changed from NORTHERN KANS. TELEPHONE CO. to KANSAS TELEPHONE COMPANY, and the first to the ninth and the eleventh to the eighteenth of the Kansas Notes and the Kansas Mortgage were executed by the Mortgagor under its former corporate name, NORTHERN KANS. TELEPHONE CO.; and

Ref. Tel. Mtge. Comm.
7-2031

WHEREAS, W.E.G. Dial Telephone, Inc. a corporation organized under the laws of the State of Kansas (hereinafter called "WEG"), to evidence the borrowing of funds from the Mortgagee pursuant to the Act, and for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "WEG Notes"), all payable to the Mortgagee, in installments:

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
8. December 19, 1959	200,000	December 19, 1994
9. December 28, 1960	130,000	December 28, 1995
10. March 8, 1962	128,000	March 8, 1997
11. August 2, 1963	84,000	August 2, 1998; and

WHEREAS, WEG and the Mortgagee have entered into two certain agreements, the first of which is dated as of April 21, 1954 and the second of which is dated as of August 3, 1966, by the terms of which, the portion, if any, of the principal amount of number 1 of the WEG Notes (under the said first agreement) and the principal amount of number 11 of the WEG Notes (under the said second agreement), advanced on or after the date of said agreement made relative thereto, is or will be payable in quarterly installments on or before 35 years from the date of such agreement; and

WHEREAS, the eighth to the eleventh of the WEG Notes were issued under and pursuant to a certain mortgage, dated as of December 19, 1959, made by the Mortgagor to the Mortgagee, and all of the WEG Notes are secured by said mortgage as amended and supplemented by two certain supplemental mortgages, dated, respectively, as of December 29, 1961 and as of March 9, 1962, both also made by the Mortgagor to the Mortgagee (said mortgage, the Underlying Mortgage as defined therein and said two supplemental mortgages being all hereinafter collectively called the "WEG Mortgage"); and

WHEREAS, Caldwell Telephone Company, Inc., a corporation organized under the laws of the State of Kansas (hereinafter called "Caldwell"), to evidence the borrowing of funds from the Mortgagee pursuant to the Act, and for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Caldwell Notes"), all payable to the Mortgagee, in installments:

DATE	PRINCIPAL AMOUNT	FINAL PAYMENT DATE
1. August 1, 1956	\$ 100,000	August 1, 1991
2. March 6, 1957	100,000	March 6, 1992
3. January 2, 1958	244,000	January 2, 1993
4. August 30, 1960	94,000	August 30, 1995
5. August 31, 1960	110,000	August 31, 1995
6. July 1, 1981	400,000	July 1, 1996
7. April 16, 1962	230,000	April 16, 1997; and