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WHEREAS, Caldwell and the Mortgagee have entered into a certain agreement, dated as of April 19, 1965, by the terms of which, the portion, if any, of the principal amount of number 7 of the Caldwell Notes (under the said agreement) advanced on or after the date of said agreement, is or will be payable in quarterly installments on or before 35 years from the date of said agreement; and

WHEREAS, the Caldwell Notes were issued under and pursuant to a certain mortgage, dated as of August 1, 1956, made by the Mortgagor to the Mortgagee, as amended and supplemented by three certain supplemental mortgages, dated, respectively, as of January 3, 1958, as of September 14, 1960 and as of April 17, 1962, all also made by the Mortgagor to the Mortgagee, (said mortgage and said three supplemental mortgages being all hereinafter collectively called the "Caldwell Mortgage", and

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WHEREAS, the Kansas Notes, the W E G Notes and the Caldwell Notes are hereinafter called the "Outstanding Notes"; and

WHEREAS, the Kansas Mortgage, the W E G Mortgage and the Caldwell Mortgage are hereinafter collectively called the "Underlying Mortgage"; and

WHEREAS, the Mortgagor, W E G and Caldwell have merged in accordance with law (the Mortgagor being the surviving corporation) and, by reason of said merger, the Mortgagor is the owner of all of the properties of W E G and Caldwell of whatever kind or nature and is liable for all obligations of W E G and Caldwell, including, without limitation, the obligations of W E G under the W E G Notes and the W E G Mortgage and the obligations of Caldwell under the Caldwell Notes and the Caldwell Mortgage, as well as the respective obligations of W E G and Caldwell under their respective telephone loan contracts, as amended, with the Mortgagee; and

WHEREAS, the Mortgagor and the Mortgagee desire that all property of the Mortgagor, including, but not limited to, the properties of W E G and Caldwell, now owned by the Mortgagor, be included under the lien of this Mortgage, and that the indebtedness evidenced by the W E G and Caldwell Notes, be secured by this Mortgage; and

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