

28. A certain tract of land described in a certain deed, dated December 13, 1972 by James L. Chipman, as Grantor to the Mortgagor, as Grantee, and recorded on December 14, 1972 in the office of the Clerk of Klamath County, in the State of Oregon, in deed book M72, on page 14340; 10228
29. A certain tract of land described in a certain deed, dated September 9, 1977 by Floyd S. Johnson and Lenore-Jeanne Johnson, as Grantors to the Mortgagor, as Grantee, and recorded on September 9, 1977 in the office of the Clerk of Wheeler County, in the State of Oregon, in microfilm records M-34-983;
30. A certain tract of land described in a certain deed, dated September 6, 1978 by Floyd Johnson as Grantor to the Mortgagor, as Grantee, and recorded on October 19, 1978 in the office of the Clerk of Wheeler County, in the State of Oregon, in microfilm records M-35-343;
31. A certain tract of land described in a certain deed, dated September 12, 1978 by Kinzua Corporation, a Washington corporation, as Grantors to the Mortgagor, as Grantee, and recorded on October 19, 1978 in the office of the Clerk of Wheeler County, in the State of Oregon, in microfilm records M-35-344;
32. A certain tract of land described in a certain deed, dated October 30, 1957 by Charles J. Homes and Lillian F. Homes, husband and wife, as Grantors to the Mortgagor, as Grantee, and recorded on October 31, 1957 in the office of the Clerk of Grant County in the State of Oregon, in deed book 77, on page 594;
33. A certain tract of land described in a certain deed, dated November 16, 1960 by Elvin Johnson and Elsie Johnson, husband and wife, as Grantors to the Mortgagor, as Grantee, and recorded on January 16, 1961 in the office of the Clerk of Crook County, in the State of Oregon, in deed book 84, on page 460;
34. A certain tract of land described in a certain deed, dated July 31, 1957 by J. L. Carter and Rose A. Carter, husband and wife, as Grantors to the Mortgagor, as Grantee, and recorded on August 28, 1957 in the office of the Clerk of Grant County, in the State of Oregon, in deed book 77, on page 412;
35. A certain tract of land described in a certain deed, dated December 2, 1974 by Robert Ashmead and R. Margaret Ashmead, husband and wife, as Grantors to the Mortgagor, as Grantee, and recorded on December 3, 1974 in the office of the Clerk of Wheeler County, in the State of Oregon, in microfilm records M-34-293; and
36. A certain tract of land described in a certain deed, dated January 21, 1957 by Joe Norton and Vera Norton, husband and wife and James L. Huddleston and Lois Huddleston, husband and wife, as Grantors to the Mortgagor, as Grantee, and recorded on January 22, 1957 in the office of the Clerk of Wheeler County in the State of Oregon, in deed book reference no. 39193.
37. A certain tract of land described in a certain deed, dated September 24, 1979, by Pacific Northwest Bell Telephone Company, a Washington corporation, as Grantor to the Mortgagor, as Grantee, and recorded on September 28, 1979, in the office of the Clerk of Umatilla County, in the State of Oregon, in deed book R-56, page 283.

AND ALSO including, without limitation:

All right, title and interest of the Mortgagor in and to all extensions and improvements of the Existing Facilities as aforesaid and additions thereto, and all buildings, plants, works, improvements, structures, estates, grants, franchises, easements, rights, privileges and properties real, personal and mixed, tangible or intangible, of every kind or description, now owned by the Mortgagor or which may hereafter be owned, constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, 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, switches, 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 Mortgagor in connection therewith;

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of telephone properties, facilities, systems or businesses, whether underground or overhead or otherwise, wherever located;

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition or operation of telephone properties, facilities, systems or businesses, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, or corporation relating to the property mortgaged and pledged by the Mortgage and this Supplemental Mortgage, together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as provided in section 12(b) of article II of the Mortgage, as amended and supplemented hereby, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the property mortgaged by the Mortgage and this Supplemental Mortgage.

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TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. Article II, section 15 of the Mortgage is hereby amended by changing the percentage referred to in subsections (a)(1) and (b) from "ten percentum (10%)" to "twenty percentum (20%)" and by changing the date referred to in subsection (a)(3) from "December 31, 1972" to "December 31, 1978".

4. To the extent that any of the property described or referred to herein and in the Mortgage is governed by the provisions of the Uniform Commercial Code, the Mortgage and this Supplemental Mortgage, collectively, are hereby deemed a "security agreement" under the Uniform Commercial Code, and this Supplemental Mortgage is also hereby declared to be a "financing statement", under the Uniform Commercial Code for said security agreement. The mailing address of the Mortgagor and debtor is as stated in the testimonium clause hereof, and the mailing addresses of the Mortgagees and secured parties are, respectively, Rural Electrification Administration, Washington, D. C. 20250, and Rural Telephone Bank c/o Rural Electrification Administration, Washington, D. C. 20250.

5. All of the terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

6. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

7. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Telephone Utilities of Eastern Oregon, Inc.,
P.O. Box E, Ilwaco, Washington 98624, -----

-----, as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, Rural Telephone Bank, as Mortgagee, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee, has caused this Supplemental Mortgage to be duly executed in its behalf, all as of the day and year first above written.

TELEPHONE UTILITIES OF EASTERN OREGON, INC.

(Seal)

Attest:

Brian M. Kirkhole
Secretary

by

Am Gleason

President

Executed by the Mortgagor
in the presence of:

Kathleen Seale
Barbara Velue
Witnesses

UNITED STATES OF AMERICA, and
RURAL TELEPHONE BANK, respectively

by

Joseph Vellon

as

Acting Administrator
of

Rural Electrification Administration, and as
Acting Governor
of
Rural Telephone Bank

(Seal)

Attest:

Blaine O. Stokely
Acting Assistant Secretary
of
Rural Telephone Bank

Executed by United States of America,
Mortgagee, and Rural Telephone Bank,
Mortgagee, in the presence of:

Edna Mae Myers
Max E. Braun
Witnesses

STATE OF OREGON)
) SS
COUNTY OF Multnomah

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On this 4th day of June, 1980, before me a Notary Public for Oregon, personally appeared A. M. Olason and Brian M. Wierkala, who being duly sworn, did respectively, say that they are the president and secretary, respectively of TELEPHONE UTILITIES OF EASTERN OREGON, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by them in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

(Notarial Seal)

My commission expires 9/5/81

Janet A. Aande
Notary Public for Oregon
My Commission Expires 9/5/81

UNITED STATES OF AMERICA)
) SS
DISTRICT OF COLUMBIA)

On this 19th day of May, 1980, before me MARY J. HESSLER, the undersigned officer, personally appeared JOSEPH VELLONE Acting Administrator of the Rural Electrification Administration, an agency of United States of America, and Acting Governor of Rural Telephone Bank, a corporation; and acknowledged that pursuant to delegation of authority duly given and evidenced by law and presently in effect, he executed the foregoing instrument for the purposes therein contained as his voluntary act and deed, by signing the name of United States of America by himself as said Acting Administrator of the Rural Electrification Administration, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

(Notarial Seal)

My commission expires 4/30/83

Mary J. Hessler
Notary Public

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

Return to
STOEL, RIVES, BOLEY, FRASER AND WYSE

(DAVIES, BIGGS, STRAYER, STOEL AND BOLEY)
(RIVES, BONYHADI & SMITH)

LAW OFFICES
900 S W FIFTH AVENUE
PORTLAND, OREGON 97204

Tele. Bank Mort.

on this 5th day of June A.D. 19 80
at 11:31 o'clock A M, and duly
recorded in Vol. M80 of Mortgages
age 10222

W'm D. MILLER, County Clerk

By Bernard J. Delich Deputy

Fee \$38.50

7-8774