

Street with the western side of West Curtis Street with the western side of North Maple Street and running thence along the property now or formerly belonging to Smith, North twenty-five Degrees thirty-three Minutes West (N.25°33' W.) one hundred four and six-tenths feet (104.6') to an iron pin in the line of Lot Number Nine (9); thence along the line of Lot Number Nine (9) South sixty-seven Degrees eleven Minutes West (S.67°-11' W.) thirty-five feet (35') to an iron pin in the line of Lot Number Nine (9); thence South twenty-five Degrees thirty-two minutes East (S.25°-32' E.) one hundred six feet (106') to an iron pin on the northern side of West Curtis Street; thence along the northern side of West Curtis Street North sixty-five Degrees East (N.65°-0'E.) thirty-five feet (35') to an iron pin at the point of beginning.

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way, easements, leases and leasehold interests now owned, held, leased, enjoyed or exercised, or which may hereafter be 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, and in connection with, the construction or operation by or on behalf of the Mortgagor of telephone properties, systems or businesses, wherever located in the above-mentioned State;

III

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 United States of America, or 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, systems or businesses in the above-mentioned State, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

IV

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 and relating to the Mortgaged Property;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real, personal and mixed, tangible or intangible, of every kind, nature and description, and wheresoever situate, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property 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;

VI

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

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagee and its assigns forever, subject and subordinate, however, only to the