

WHEREAS, the Mortgagor has determined to borrow funds from the Bank pursuant to the Act and to the Prior REA Loan Agreement, as amended by the Telephone Loan Contract Amendment, identified in the Instruments Recital (the Prior REA Loan Agreement, as so amended, and as it may from time to time be further amended or supplemented, being hereinafter called the "Consolidated Loan Agreement") and has accordingly duly authorized and executed, and delivered to the Bank, its mortgage note (identified in the Instruments Recital and hereinafter called the "Bank Note") to be secured by this Mortgage of the property hereinafter described; and

WHEREAS, it is contemplated that the Bank Note shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional Bank Notes") which may from time to time be executed and delivered by the Mortgagor to the Bank as hereinafter provided (the Bank Note and any Additional Bank Notes being hereinafter collectively called the "Bank Notes"); and

WHEREAS, if the Instruments Recital identifies a "Concurrent REA Note", the Mortgagor has determined at this time to borrow funds also from the Government pursuant to the Act and the Consolidated Loan Agreement, and has accordingly duly authorized and executed, and delivered to the Government, its mortgage note so identified (and hereinafter called the "Concurrent REA Note"); and

WHEREAS, it is contemplated that the Outstanding REA Notes and the Concurrent REA Note, if any, shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional REA Notes" and, together with the Additional Bank Notes, the "Additional Notes") which may from time to time be executed and delivered by the Mortgagor to the Government as hereinafter provided (the Outstanding REA Notes, the Concurrent REA Note, if any, and any Additional REA Notes being hereinafter collectively called the "REA Notes", and the REA Notes and the Bank Notes, collectively, being hereinafter called the "notes"); and

WHEREAS, the instruments referred to in the preceding recitals, the Maximum Debt Limit referred to in Article I, Section 1 hereof, the subdivision or subdivisions, of Article II hereof, made applicable by this recital, and certain data referred to in Article II, Section 15 hereof are as follows: