

9-520

SUPPLEMENTAL MORTGAGE, dated as of \_\_\_\_\_,  
made by LACENTER TELEPHONE COMPANY, INC. - \_\_\_\_\_,  
(hereinafter called the "Mortgagor"), a corporation organized and  
existing under the laws of the State of Washington - \_\_\_\_\_, to  
UNITED STATES OF AMERICA (hereinafter sometimes called the  
"Mortgagee").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage note or notes (hereinafter collectively called the "Outstanding Notes"), payable to the order of the Mortgagee, in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
1. March 22, 1954	\$50,000	March 24, 1989
2. October 17, 1955	90,000	October 17, 1990
3. March 20, 1956	75,000	March 20, 1991
4. Even date herewith	134,000	35 years from date; and

WHEREAS, the Outstanding Notes were issued under and pursuant to a certain mortgage, dated as of March 22, 1954 - \_\_\_\_\_, made by the Mortgagor to the Mortgagee, and are secured by said mortgage, \_\_\_\_\_

\_\_\_\_\_ (said mortgage, \_\_\_\_\_  
being hereinafter called the "Mortgage"); and

WHEREAS, the Mortgagee is the holder of the Outstanding Notes and the Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage that the property of the Mortgagor of the classes described therein as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the Mortgage as security for the Outstanding Notes, and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, it is further intended to effectuate hereby the intention of the Mortgage to provide for the further conveying, mortgaging and pledging by supplemental mortgage of property of the Mortgagor to be conveyed, mortgaged or pledged pursuant to the Mortgage in order to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto; and

WHEREAS, the Mortgagor and the Mortgagee also desire to amend the Mortgage in certain respects, as hereinafter set forth, preserving, nevertheless, the lien of the Mortgage upon the premises and property described or referred to as being mortgaged or pledged in the Mortgage as amended and supplemented hereby; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagee to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery hereof is hereby acknowledged, this Supplemental Mortgage witnesseth as follows: