

SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT, dated as of January 1, 1986, made by and among ALLTEL ALABAMA, INC., formerly known as Leeds Telephone Company (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Alabama, UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Administrator of the Rural Electrification Administration (hereinafter called "REA"), and RURAL TELEPHONE BANK (hereinafter called the "Bank"), a corporation existing under the laws of the Government (the Government and the Bank being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of certain mortgage notes all payable to the order of, or obligating the Mortgagor otherwise to the Government, in installments, of which certain mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the sixth recital hereof (hereinafter called the "Instruments Recital") are now outstanding and held by the Government, all of which Outstanding REA Notes evidence loans made by the Government or one or more legally organized lending agencies and guaranteed by the Government; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Bank, or has assumed the payment of, certain mortgage notes payable to the order of the Bank, in installments, of which certain mortgage notes (hereinafter called the "Outstanding Bank Notes") identified in the Instruments Recital are now outstanding and held by the Bank; and

WHEREAS, the Outstanding REA Notes and the Outstanding Bank Notes (hereinafter collectively called the "Outstanding Notes") evidence loans made by the Government, the Bank or one or more legally organized lending agencies either to the Mortgagor or to third parties to finance telephone exchanges, lines and related facilities; and

WHEREAS, the Outstanding Notes are secured by the security instrument or instruments (hereinafter called the "Mortgage"), made by and among the Mortgagor, the Government and the Bank, identified in the Instruments Recital; and

WHEREAS, pursuant to a certain merger, the Mortgagor and Elmore-Coosa Telephone Company, Inc. (hereinafter called "Elmore-Coosa") were merged, effective December 31, 1985, in accordance with law, with the Mortgagor being the surviving corporation, and by reason of such merger, the Mortgagor acquired all rights, property and assets of Elmore-Coosa, including certain of the Outstanding Notes; and

WHEREAS, the instruments referred to in the preceding recitals and the Maximum Debt Limit referred to in Article I, Section 1 of the Mortgage, as amended hereby, are hereby identified as follows:

Project Designation: ALABAMA 550-TP2/TA2 LEEDS

INSTRUMENTS RECITAL

"Outstanding REA Notes":

Twenty-Five (25) certain mortgage notes in an aggregate principal amount of \$10,971,000, all of which will finally mature on or before March 13, 2020.

"Outstanding Bank Notes":

Five (5) certain mortgage notes in an aggregate principal amount of \$13,510,350, all of which will finally mature on or before October 11, 2018.

"Mortgage":

<u>Instrument</u>	<u>Date</u>
Mortgage and Security Agreement	December 5, 1977

"Maximum Debt Limit" for purposes of article I, section 1 of the Mortgage, as amended hereby, shall be Fifty Million Dollars (\$50,000,000).

WHEREAS, the Government and the Bank are the owners and holders of the Outstanding REA Notes and the Outstanding Bank Notes, respectively, and are the owners and holders of the Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage (or, if the Mortgage consists of more than one instrument, at the time of execution of the earliest instrument thereof) 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 executed and delivered prior to the execution and delivery of the Mortgage (or, if the Mortgage consists of more than one instrument, prior to the execution and delivery of the earliest instrument thereof), and 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 and the property therein described as being mortgaged or pledged, or intended so to be, 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, the Mortgage provides that the Mortgagor shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the REA Notes or the Bank Notes, duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Mortgage and to provide for the conveying, mortgaging and pledging of the property of the Mortgagor intended to be conveyed, mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby, and the holders of all such notes have in writing requested the execution and delivery of this Supplement to Mortgage and Security Agreement (hereinafter called "this Supplemental Mortgage") pursuant to such provisions; and

WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagees, to amend the Mortgage in the respects hereinafter set forth; 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; and

WHEREAS, the Government and the Bank are authorized to enter into this Supplemental Mortgage; and

WHEREAS, 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 of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Supplemental Mortgage and the Mortgage, collectively, be regarded as a "security agreement" under the Uniform Commercial Code and that this Supplemental Mortgage be regarded as a "financing statement" under the Uniform Commercial Code for said security agreement;

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

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees and their respective assigns, all and singular the real and personal property described in the Mortgage as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, without limitation, the "Existing Facilities" identified, and the real estate specifically described (by reference to deeds or otherwise), in the Mortgage and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage) (the definition of "Existing Facilities" being hereby amended to include the telephone system and other facilities located in the Counties of Chambers, Coosa, Elmore, Lee and Tallapoosa in the State of Alabama and acquired by the Mortgagor from Elmore-Coosa), and also including, without limitation, the following described property:

1. A certain tract of land described in a certain deed dated September 17, 1952, by E. R. Lanier and wife, Carrie N. Lanier, as grantors, to the mortgagor, as grantee, and recorded on September 18, 1952, in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-94, page 107.

2. A certain tract of land described in a certain deed dated August 29, 1955, by W. F. Thomas and wife, Dorothy P. Thomas, as grantors, to the mortgagor, as grantee, and recorded on August 30, 1955, in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-106, page 541.

3. A certain tract of land described in a certain deed dated July 15, 1964, by John M. Stephens and wife, Joyce Hale Stephens; Minnie J. Stephens, a widow, to the mortgagor, as grantee, and recorded on July 16, 1964, in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-159, page 239.

4. A certain tract of land described in a certain deed dated June 26, 1959, by W. E. Robinson and Eloise D. Robinson, husband and wife, as grantors, to the mortgagor, as grantee, and recorded on July 6, 1959, in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-127, page 523. There was an error in the description contained in this deed and a correction deed was executed on September 9, 1960, and is recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-134, page 541.

5. A certain tract of land described in a certain deed dated July 17, 1964, by Edison R. Lanier and wife, Carrie Lett Lanier, as grantors, to the mortgagor, as grantee, and recorded on July 24, 1964, in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-159, page 373.

6. A certain tract of land described in a certain deed dated April 8, 1973, by Annena Robinson and husband, Farrell Robinson, as grantors, to the mortgagor, as grantee, and recorded on April 30, 1973, in the Office of the Judge of Probate of Elmore County, Alabama, on Deed Card 1851.

7. A certain tract of land described in a certain deed dated March 15, 1974, by James L. Bain and Roxanna G. Bain, husband and wife, as grantors, to the mortgagor, as grantee, and recorded on March 22, 1974, in the Office of the Judge of Probate of Elmore County, Alabama, on Deed Card 3719.

8. A certain tract of land described in a certain deed dated July 30, 1957, by J. C. Horton and Laura T. Horton, individually, and d/b/a The Camp Hill Telephone Company, as grantors, to the mortgagor, as grantee, recorded on July 30, 1957, in the Office of the Judge of Probate of Tallapoosa County, Alabama, in Deed Book 132, page 180.

TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now or hereafter located on any of the properties conveyed by any and all of the aforesaid deeds mentioned above, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining.

The description of each of the properties conveyed by and through the provisions of the aforesaid deeds is by reference made a part hereof as though fully set forth at length herein.

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.

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. 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.

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

5. 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.

6. 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, ALLTEL ALABAMA, INC., P. O. Box 67, Leeds, Alabama 35094, 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.

ALLTEL ALABAMA, INC.

By

David M. Hearn
President

(Seal)

Attest:

Samuel A. Hearn
Secretary

Executed by the Mortgagor
in the presence of:

Jean P. Harnett
James M. Stokdale
Witnesses

(Seal)

Attest:

Blaine A. Hearn
Assistant Secretary
of
Rural Telephone Bank

UNITED STATES OF AMERICA, and
RURAL TELEPHONE BANK, respectively

By Jack Van Mark as
Acting Administrator
of
Rural Electrification Administration,
and as
Acting Governor of
Rural Telephone Bank

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

Mary Jane Bechtel
Edna Mae Myers
Witnesses

STATE OF ALABAMA)
St. Clair COUNTY)

I, Deborah E. Roe, a Notary Public in and for said County in said State, hereby certify that David M. Weaver and _____, whose names as President and _____, respectively, of ALLTEL Alabama, Inc., a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me this day that being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 2nd day of April, 1990

(Notarial Seal)

Deborah E. Roe
Notary Public

My commission expires: 12/15/93

DISTRICT OF COLUMBIA) SS

I, Patricia S. Wing, a Notary Public in and for the District of Columbia, hereby certify that JACK VAN MARK and BLAINE D. STOCKTON, JR., whose names as Governor and Assistant Secretary, respectively, of Rural Telephone Bank, a corporation, existing under the laws of United States of America, are signed to the foregoing instrument and who are known to me, acknowledged before me this day that being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 3 day of October, 1989.

(Notarial Seal)

Patricia S. Wing
Notary Public

My commission expires: November 14, 1992

DISTRICT OF COLUMBIA) SS

I, Patricia S. Wing, a Notary Public in and for the District of Columbia, hereby certify that JACK VAN MARK whose name as Administrator of the Rural Electrification Administration of the United States of America, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the United States of America.

Given under my hand this 3 day of October, 1989.

(Notarial Seal)

Patricia S. Wing
Notary Public

My commission expires: November 14, 1992

Attested by the Secretary of
the Mortgagor in the presence of:

Marcie L. Deal

Stephen B. Ballard
Witnesses

STATE OF NORTH CAROLINA)

Mecklenburg COUNTY)

I, Pamella B. Jenkins, a Notary Public in and for said
County in said State, hereby certify that Americo Cornacchione,
whose name as Secretary of ALLTEL Alabama, Inc., a corporation,
is signed to the foregoing instrument and who is known to me,
acknowledged before me this day that being informed of the
contents of the instrument, he as such officer and with full
authority, executed the same voluntarily for and as the act of
said corporation.

Given under my hand this 27th day of March, 1990.

Pamella B. Jenkins
Notary Public

(Notarial Seal)

My commission expires: 8/5/94

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JUL 11 AM 10:19

JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$	
2. Mort. Tax	\$	22.50
3. L. & O. Tax	\$	3.00
4. S. & O. Tax	\$	1.00
5. S. & O. Tax	\$	1.00
Total	\$	27.50