

FULL RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGES

THIS FULL RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGES, dated as of 24, 2004, made by the UNITED STATES OF AMERICA, acting through the Administrator of the RURAL UTILITIES SERVICE (hereinafter called the "Government") and RURAL TELEPHONE BANK (hereinafter called the "Bank") to ALLTEL Alabama, Inc. f/k/a Leeds Telephone Company, Inc. (hereinafter called the "Company").

WHEREAS, pursuant to Public Law No. 103-354, the Rural Utilities Service ("RUS") is the successor to the Rural Electrification Administration ("REA") and the Administrator of the RUS is the successor to the Administrator of REA; and

WHEREAS, the Company, to evidence loans made to the Company by the Government and the Bank pursuant to the Rural Electrification Act of 1936, as amended, has executed and delivered certain mortgage notes (the "Notes") payable to the Government and the Bank; and

WHEREAS, the Company, to secure the Notes, has executed and delivered the instruments listed below (a portion of the "Security Instruments") to the Government and the Bank and such Security Instruments have been recorded in the Records of the Secretary of State of Alabama and the office of the County Recorder of Shelby County, Alabama, as further shown on Attachments 1(A)-1(E), affecting the properties of the Company, including without limitation, those listed on Attachment 2.

<u>Attachments 1(A)-1(E): Security Instruments</u>	<u>Date of Instrument</u>	<u>Date Filed</u>	<u>Recording Information</u>
1(A) Supplemental Mortgage & Security Agreement	3/3/73	3/8/73	Book 329, Page 322
1(B) Supplement to Supplemental Mortgage & Security Agreement	9/2/76	9/20/76	Book 358, Page 21
1(C) Mortgage & Security Agreement	12/5/77	12/9/77	Roll 104, Pages 75-98
1(D) Supplement to Mortgage & Security Agreement	1/1/86	7/11/90	Book 299, Page 819
1(E) Restated Mortgage, Security Agreement & Financing Statement	10/27/93	11/1/93	Inst. # 1993-34097

WHEREAS, each of the Government and the Bank has the authority to execute this release; and

WHEREAS, the Company has paid in full and discharged all of its indebtedness and other obligations to the Government and the Bank evidenced by the Notes and is entitled to the release and discharge of each of the Government's and the Bank's lien and security interest under the Security Instruments;

NOW, THEREFORE, in consideration of the sums paid by the Company to the Government and the Bank at or before the time of the delivery hereof, the receipt whereof is hereby acknowledged, each of the Government and the Bank does hereby convey and quitclaim to the Company all right, title and interest in any and all of the Company's properties, including, without limitation, the properties listed on Attachment 2, and each of the Government and the Bank does hereby authorize the Secretary of State of Alabama and the office of the County Recorder of Shelby County, Alabama to enter full satisfaction of the Security Instruments of record.

Prepared By & Return To:
SiteExcell, LLC
415 N. McKinley, Ste. 1235
Little Rock, AR 72205

This release is made by the Government and the Bank and accepted by the Company without covenant or warranty, express or implied, at law or in equity, and without recourse to the Government and the Bank, in any event or in any contingency.

This release may be executed in several counterparts, and all said counterparts executed and delivered, each as an original, will constitute but one and the same instrument.

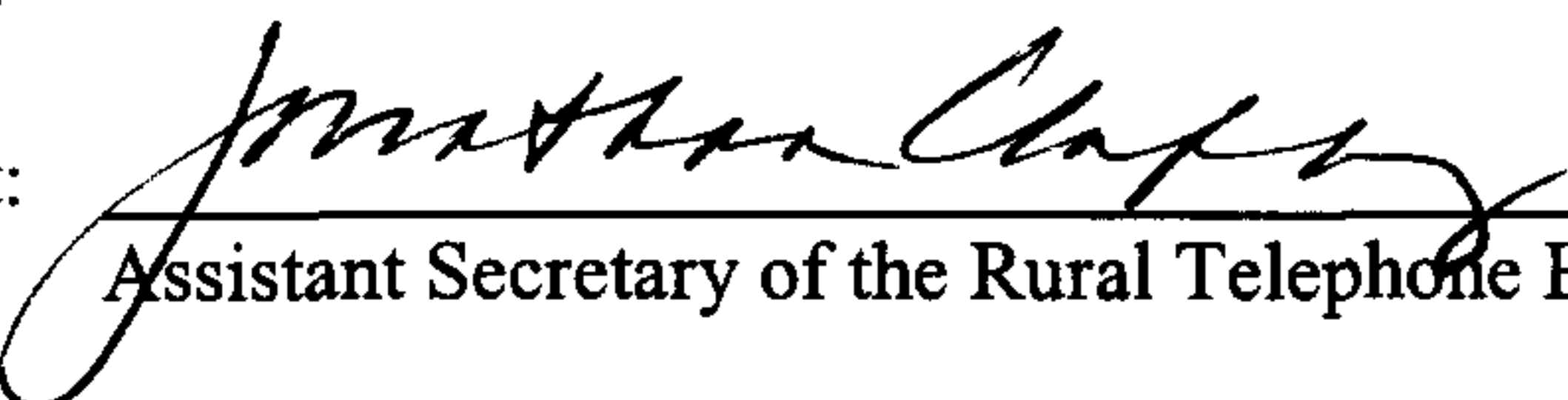
IN WITNESS WHEREOF, the Government and the Bank has caused this instrument to be duly executed in its behalf, all as of the day and year first above written.

UNITED STATES OF AMERICA, and
RURAL TELEPHONE BANK, respectively,



By: 

Title: Director, Southern Division - Telecommunications
Program of the Rural Utilities Service, and for the
Rural Telephone Bank

(Seal)

Attest: 
Assistant Secretary of the Rural Telephone Bank

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



Witnesses

Prepared By & Return To:
SiteExcell, LLC
415 N. McKinley, Ste. 1235
Little Rock, AR 72205

DISTRICT OF COLUMBIA) SS

This instrument was acknowledged before me this 24th day of August, 2004, by KEN B. CHANDLER, Director, Southern Division-Telecommunications Program of the Rural Utilities Service, of the United States of America, and for the Rural Telephone Bank.

Elizabeth J. Hoefler
Notary Public

My Commission Expires:

Elizabeth J. Hoefler
Notary Public District of Columbia
My Commission Expires: August 1, 2007

(NOTARIAL SEAL)

ATTACHMENT 1(A)
(A Portion of the Security Instruments)

STATE OF ALABAMA)
 :
SHELBY COUNTY) SS

T- 17

I, Conrad M. Fowler, Judge of Probate of Shelby County, State of Alabama, do hereby certify that the SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT made by and among LEEDS TELEPHONE COMPANY, INC., United States of America, and Rural Telephone Bank, dated as of 21 day of November, 19 72 (covering real property, personal property and fixtures) was filed for record in my office on 7 day of March, 1973 to be recorded in accordance with the laws of Alabama governing the recordation of mortgages of real property, pursuant to apt provisions of such laws, and including without limitation, Subsection (5) of section 9-302, Uniform Commercial Code of Alabama.

Conrad M. Fowler
Probate Judge

(SEAL)

3674

See EACC 25679

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of March 3, 1973, made by and among LEEDS TELEPHONE COMPANY, INC. (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 Bank being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor has heretofore borrowed funds from the Government pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq., hereinafter called the "Act"), and pursuant to a loan contract or amending loan contract identified in the tenth recital hereof (hereinafter called the "Instruments Recital") by and between the Mortgagor and the Government (said loan contract, as it may have been amended prior to the date of the Telephone Loan Contract Amendment referred to below, being hereinafter called the "Prior REA Loan Agreement") and has duly authorized and executed, and delivered to the Government, certain mortgage notes all payable to the order of the Government, in installments, of which the mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the Instruments Recital are now outstanding and held by the Government; and

WHEREAS, the Outstanding REA Notes are secured by the security instruments (hereinafter collectively called the "REA Mortgage") made by the Mortgagor to the Government identified in the Instruments Recital; and

WHEREAS, the Mortgagor, the Government and the Bank desire to add the Bank as a secured party under the REA Mortgage and further desire to amend, supplement and consolidate the REA Mortgage; and

WHEREAS, under the provisions of the Act and other applicable law, the Administrator of REA is authorized to amend, supplement and consolidate the REA Mortgage as herein provided; and

WHEREAS, the changes in the REA Mortgage which the parties thereto and hereto desire now to effect make advisable the consolidating and restating of each of the instruments constituting the REA Mortgage in its entirety;

NOW, THEREFORE, this Supplemental Mortgage and Security Agreement

WITNESSETH:

That each of the instruments constituting the REA Mortgage is hereby amended, supplemented and consolidated to read in its entirety from and after the date of execution of this Supplemental Mortgage and Security Agreement (the REA Mortgage, as amended, supplemented and consolidated hereby, being herein called "this Mortgage") as follows:

Form - Orig. Common REA - Tel. Bank Mtg.

2/72

Project Designation: ALABAMA 509-M5 LEEDS

This instrument was prepared by Samuel Saltman, Area Attorney, Rural Electrification Division, Office of the General Counsel, United States of America, Washington, D. C. 20250.

329 PAGE 322

5

ATTACHMENT 1(B)
(A Portion of the Security Instruments)

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, CONRAD M. FOWLER, Judge of
Probate of SHELBY County, State of
Alabama, do hereby certify that the SUPPLEMENT, dated as of
September 2, 1976, to the SUPPLEMENTAL MORTGAGE AND SECURITY
AGREEMENT made by and among Leeds Telephone Company, Inc.,
United State of America, and Rural Telephone Bank, dated as of
March 3, 1973 (covering real property, personal property and
fixtures) was filed for record in my office on 20 day of
September, 1976 to be recorded in accordance with
the laws of Alabama governing the recordation of mortgages of real
property, pursuant to apt provisions of such laws, including with-
out limitation, Subsection (5) of section 9-302, Uniform Commercial
Code of Alabama

Conrad M. Fowler
Judge of Probate

(SEAL)

Mortgage Book 358 Page 21

Conrad M. Fowler
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 SEP 20 AM 10:08

1168

Tel. Supp. Mtge. - 4/73
(Post Bank Loan)

2-3844

1168

8652

SUPPLEMENT TO SUPPLEMENTAL MORTGAGE AND SECURITY
AGREEMENT, dated as of ~~September 7~~, 1976, made by
and among LEEDS TELEPHONE COMPANY, INC. -----

(hereinafter called the "Mortgagor"), a corporation
existing under the laws of the State of Alabama -----,
UNITED STATES OF AMERICA (hereinafter called the "Govern-
ment"), 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 Bank being hereinafter sometimes collec-
tively 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 the Govern-
ment, in installments, of which certain mortgage notes (hereinafter collec-
tively called the "Outstanding REA Notes") identified in the sixth recital
hereof (hereinafter called the "Instruments Recital") are now outstanding and
held 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 pay-
ment of, a certain mortgage note or notes payable to the order of the Bank, in
installments, of which certain mortgage note or notes (hereinafter called the
"Outstanding Bank Notes", whether such notes be one or more) 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 or the Bank 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, the Mortgagor has determined to borrow additional funds
from the Government, and has accordingly duly authorized, executed and delivered
to the Government its mortgage note or notes (identified in the Instruments
Recital and hereinafter called, as the case may be, the "Current REA Note" or
"Current REA Notes") to be secured by the Mortgage, as amended and supplemented
hereby, of the property hereinafter described; and

WHEREAS, the instruments referred to in the preceding recitals are
identified as follows:

Project Designation: ALABAMA 509-N5 LEEDS

No. 5

BOOK 358 PAGE 21

ATTACHMENT 1(C)
(A Portion of the Security Instruments)

FFB-201 Ala 550
1526

STATE OF ALABAMA

COUNTY OF SHELBY

I, Thomas Snowden, Jr., Judge of Probate
of Shelby County, State of Alabama,
do hereby certify that the MORTGAGE AND SECURITY AGREEMENT
made by and among LEEDS TELEPHONE COMPANY, INC., United States
of America, and Rural Telephone Bank, dated as of December 5,
1977 (covering real property, personal property and fixtures)
was filed for record in my office on *9* day of *December*
1977 to be recorded in accordance with the laws of Alabama
governing the recordation of mortgages of real property,
pursuant to apt provisions of such laws, including without limi-
tation, Subsection (5) of Section 9-302, Uniform Commercial
Code of Alabama.

Thomas A. Snowden, Jr.
Judge of Probate

MTG-BOOK-372 PAGE 320-343

2-10-75

STATE OF ALABAMA
ELMORE COUNTY
I CERTIFY THIS INSTRUMENT

NO TAX COLLECTED

AUG 1 3 32 PM '90

5215-

E. W. Enslen

ALABAMA 550 TP1/TA1 LEEDS

0544
1526
2.00
102.00
\$ 104.00

BOOK 372 PAGE 320

MORTGAGE

and

SECURITY AGREEMENT

between

LEEDS TELEPHONE COMPANY, INC.

RURAL TELEPHONE BANK

and

UNITED STATES OF AMERICA

STATE OF ALABAMA ELMORE COUNTY
I HEREBY CERTIFY THAT NO TAX HAS BEEN
COLLECTED ON THIS INSTRUMENT. TAX EXEMPT
E. W. ENSLEN, JUDGE OF PROBATE

NO TAX COLLECTED

ROLL 104 FRAME

000075

3

ret: Renean + Renean

Leeds Telephone Co.
P.O. Box 67
Leeds 35094

ROLL 104 FRAME 19

000076

BOOK 372 PAGE 321

MORTGAGE AND SECURITY AGREEMENT, dated as of 5 December, 1977, made by and among LEEDS TELEPHONE COMPANY, INC. (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 Bank being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Leeds Telephone Company, Inc. (hereinafter called "Leeds"), a corporation existing under the laws of the State of Alabama, has heretofore borrowed funds from the Government pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq., hereinafter called the "Act"), and pursuant to a loan contract or amending loan contract identified in the tenth---recital hereof (hereinafter called the "Instruments Recital") by and between Leeds and the Government (such contract, as it may have been amended prior to the date of the REA Loan Contract Amendment referred to below being hereinafter called the "REA Loan Contract"), and has duly authorized and executed and delivered to the Government, or has assumed the payment of, certain mortgage notes, all payable to the order of the Government, in installments, of which the mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the Instruments Recital are now outstanding and held by the Government; and

WHEREAS, Leeds has heretofore borrowed funds from the Bank pursuant to the Act and pursuant to a certain amendment to the Leeds REA Loan Contract (hereinafter called the "REA Loan Contract Amendment"), identified in the Instruments Recital, and has duly authorized and executed, and has delivered to the Bank, or has assumed the payment of, certain mortgage notes all payable to the order of the Bank, in installments, of which the mortgage notes (hereinafter collectively 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 are secured by a security instrument made by and among Leeds, the Government and the Bank (hereinafter called the "Underlying Mortgage") identified in the Instruments Recital (and the Outstanding REA Notes and the Outstanding Bank Notes being hereinafter collectively called the "Outstanding Notes"); and

WHEREAS, LTC, Inc., a corporation existing under the laws of the State of Alabama, and Leeds have merged in accordance with law (LTC, Inc. being the surviving corporation with concurrent change in the name of such surviving corporation to Leeds Telephone Company, Inc.) and by reason of said merger, the Mortgagor, as the surviving corporation resulting from the aforesaid merger, is the owner of all the properties of Leeds of whatever kind or nature and is liable for all obligations of Leeds, including without limitation, the obligations of Leeds under the Outstanding Notes and the Underlying Mortgage as well as the obligations of Leeds under its REA Loan Contract and REA Loan Contract Amendment; and

ALABAMA 550 TP1/TA1 LEEDS

ATTACHMENT 1(D)
(A Portion of the Security Instruments)

5544

[A(4)]

CERTIFICATE OF RECORDING AND FILING

STATE OF ALABAMA

COUNTY OF SHELBY

I, Thomas A. Snowden, Jr., Recorder
of Shelby County, State of Alabama, do hereby certify that
the Supplement To Mortgage And Security Agreement made by
and among ALLTEL ALABAMA, INC., United States of America and
Rural Telephone Bank, dated as of January 1, 1986 (covering
real property, personal property and fixtures) was filed for
record in my office on 7-11-90, 1990, to
be recorded in accordance with the laws of Alabama governing
the recordation of mortgages of real property, pursuant to
apt provisions of such laws, including without limitation,
Subsection (5) of Section 9-302, Uniform Commercial Code of
Alabama.

Thomas A. Snowden, Jr.
County Recorder
Shelby County, Alabama

(SEAL)

STATE OF ALABAMA
COUNTY OF SHELBY
RECORDED

7-11-90 19

618-652

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

No. 4

ATTACHMENT 1(E)
(A Portion of the Security Instruments)

CAC No. 111

Certificate of Recording and Filing

STATE OF ALABAMA)
COUNTY OF SHELBY) SS
)

I, Melba Smith, of Shelby
County, State of Alabama, do hereby certify that the Restated Mortgage, Security Agreement
and Financing Statement, made by and among ALLTEL ALABAMA, INC., UNITED STATES
OF AMERICA and RURAL TELEPHONE BANK, dated as of 10/27/93,
1993 (covering real property, personal property and fixtures) was filed for record in my office
on the 1 day of November, 1993, to be recorded in accordance with
the laws of Alabama governing the recordation of mortgages of real property, pursuant to apt
provisions of such laws, including without limitation, Section 9-302 of the Uniform
Commercial Code of Alabama and Section 37-6-23 of the Alabama Code.

Associated Systems Admin.
Title:

(Seal)

*Recording
information*

GG:JD

3-525

Restated REA/RTB Mortgage (Restating REA/RTB
Common Mtg.) - Telephone Subsequent RTB Loan
or Subsequent Concurrent Loans
(REA-RTB.SUB) - 9/91

REA PROJECT DESIGNATION:

ALABAMA 550-C5 ALLTEL

RESTATED MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

made by and among

ALLTEL ALABAMA, INC.,

as mortgagor and debtor,

UNITED STATES OF AMERICA
Rural Electrification Administration
Washington, D. C. 20250-1500,

as mortgagee and secured party,

and

RURAL TELEPHONE BANK
Rural Telephone Bank
Washington, D. C. 20250-1500,

as mortgagee and secured party,

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY

AFTER-ACQUIRED PROPERTY, BOTH REAL AND PERSONAL, IS COVERED BY THIS INSTRUMENT

THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY

PURSUANT TO SECTION 37-6-23 OF THE ALABAMA CODE, THIS INSTRUMENT CREATES A LIEN
UPON ALL NOW OWNED OR AFTER-ACQUIRED PROPERTY OF THE MORTGAGOR

THIS INSTRUMENT WAS PREPARED BY GEORGANN GUTTERIDGE, ATTORNEY, ELECTRIC AND
TELEPHONE DIVISION, OFFICE OF THE GENERAL COUNSEL, UNITED STATES DEPARTMENT OF
AGRICULTURE, WASHINGTON, D. C. 20250-1400

No. 7

Inst # 1993-34097

11/01/1993-34097

09:41 AM CERTIFIED

DELEEN COUNTY JUDGE OF PROBATE

1993

Form - Restated REA/RTB Mortgage (Restating
REA/RTB Common Mtg.) - Telephone
Subsequent REA Loan (RES-REA) - 9/91

RESTATED MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of *October 27*, 19*93*, made by and among ALLTEL ALABAMA, INC. [formerly known as Leeds Telephone Company, Inc.] (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Alabama, as mortgagor and debtor, 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 United States of America, as mortgagees and secured parties, (the Government and the Bank being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor has heretofore borrowed funds from the Government and the Bank and has borrowed funds from the Federal Financing Bank the repayment of which is guaranteed by the Government pursuant to the Rural Electrification Act of 1936, as amended, including without limitation the amendment thereof of May 11, 1973 by P.L. 93-32 (7 U.S.C. 901 et. seq., hereinafter called the "Act"), all such financings being made pursuant to a loan contract or amending loan contract, as amended, identified in the eighth recital hereof (hereinafter called the "Instruments Recital") initially by and between the Mortgagor and the Government and, as such contract was subsequently amended, by and among the Mortgagor, the Government and the Bank (said loan contract, as it may have been amended prior to the date of the Telephone Loan Contract Amendment referred to below, being hereinafter called the "Prior Loan Agreement") and the Contract of Guarantee identified in the Instruments Recital; and

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 the mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the Instruments Recital are now outstanding and held by the Government, all of which Outstanding REA Notes evidence loans made by the Government either to the Mortgagor or to third parties, and assumed by the Mortgagor, or loans made by the Federal Financing Bank to the Mortgagor or to third parties, and assumed by the Mortgagor, 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 all payable to the order of the Bank, in installments, of which the mortgage notes (hereinafter collectively called the "Outstanding Bank Notes") identified in the Instruments Recital are now outstanding and held by the Bank; and

ATTACHMENT 2
(The Properties)

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 any wise appertaining.