This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
MidAmerican Cable Systems Limited Partnership Two Corporate Place 1501 42nd Street, Suite 205 West Des Moines, Iowa 40266	Society National Bank 127 Public Square Cleveland, Ohio 44114	330-1358 DELAWARE COUNTY IOWA FILED '93 NOV 1 PM 12 13 BOOK 121 PAGE 3 RECORDER $38.00 INDEXED IN CHATTEL MTG. INDEX

4 This Financing Statement covers the following types or items of property:

Filed with Delaware County Recorder

For a complete description of collateral: See Exhibit "A", attached hereto and made a part hereof. The collateral includes all of Debtor's accounts, franchises and other general intangibles, inventory, equipment and all proceeds thereof, whether now owned or existing or hereafter acquired or arising.

5 Name and Address of Assignee

6 Check appropriate box(s) The above goods are or are to become fixtures on [X] The above timber is standing on [ ] The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on [ ] (Describe real estate below. See instruction #4):

Some or all of the personal property described herein may be or become fixtures to the real property described on Exhibit "B", attached hereto.

Amendment
For Release, See Book 134
Page 233 5/24/97

Amendment
For Release, See Book 133
Page 31 10/17/96

Amendment
For Release, See Book 132
Page 133 5/15/95

The name of a record owner is James Clifton

7 [X] Products of collateral are covered.

MIDAMERICAN CABLE SYSTEMS LIMITED PARTNERSHIP

8 Signature of Debtor

Jay R. Eliason-Authorized Agent
Type or Print all names (Iowa Code 335.2)

Signature of Debtor

Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (7-1-76) By: MARY JANE ODELL, Secretary of State.

FILE No. 330-1358
RECORDING FEE $ 38.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF Nov 19 93 AT 12:13
O'CLOCK P. M. BOOK 121 PAGE 3

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM CM 31

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT BETWEEN
MIDAMERICAN CABLE SYSTEMS LIMITED PARTNERSHIP, DEBTOR AND
SOCIETY NATIONAL BANK, SECURED PARTY

The Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in and to all personal property, both tangible and intangible, whether now owned or hereafter acquired by the Debtor and wheresoever located, including, but not limited to, all of the Debtor's goods, inventory, equipment, accounts, contract rights, chattel paper, documents, instruments and general intangibles, and also including, without limitation:

(a) all of the Debtor's inventory whether now owned or hereafter acquired and wheresoever located, including all goods, merchandise, goods in transit to the Debtor for which payment has been made, and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in the Debtor's business (all hereinafter called the "Inventory");

(b) all of the Debtor's contract rights (including, without limitation, any arising out of leases of real or personal property), claims, instruments, notes, chattel paper, drafts and accounts, whether now existing or hereafter arising, including, without limitation, all of the same evidencing or representing indebtedness due or to become due to the Debtor for its own account or on account of goods sold or leased or to be sold or leased by the Debtor, or services rendered or to be rendered by the Debtor (all hereinafter called the "Accounts");

(c) all of the Debtor's money, deposit accounts, insurance proceeds, securities, partnership interests, general or limited, copyrights, trademarks, patents, licenses, franchises, permits, agreements, leases and general intangibles of the Debtor, whether now existing or hereafter arising and wheresoever located, including, without limitation all Operating Agreements, authorizations, permits, Franchises, ordinances, registrations, certificates, licenses, agreements or other rights filed with, granted by, or entered into by a Governmental Body, other than broadcast licenses to the extent prohibited by law (all hereinafter called the "Intangibles");

(d) all of the Debtor's furniture, fixtures, equipment, antenna towers, transmitting and receiving equipment, including but not limited to satellite earth stations, cables, wires, converters and assorted appliances, motor vehicles,

fixtures, furnishings, leasehold improvements, machinery, testing equipment, parts, supplies and tools, now owned or hereafter acquired and wheresoever located (all hereinafter called the "Equipment");

(e) all the proceeds or products of such Inventory, Accounts, Intangibles and Equipment and the proceeds of any such proceeds; and

(f) all right, title and interest of the Debtor in or to all instruments and documents covering or relating to the above described property or to the property described in or represented by the Accounts, including but not limited to, all books, records, computer printouts, tapes, disks, ledger sheets, files and other data (all such instruments and documents being called the "Related Documents").

And, in addition, in furtherance of the foregoing, but without limitation thereof:

(g) all of the Debtor's rights as a seller of goods under Article 2 of the UCC or otherwise in respect of Inventory, and as to goods represented by or securing any of the Accounts, all of the Debtor's rights therein, including without limitation, rights as an unpaid vendor or lienor and including rights of stoppage in transit, replevin and reclamation;

(h) all of the Debtor's guarantees, mortgages or security interests on real or personal property, leases or other agreements or property now or hereafter securing or relating to any of the items referred to above in favor of the Debtor, or now or hereafter acquired for the purpose of securing and enforcing any of such items in favor of the Debtor, and the proceeds thereof;

(i) all sums at any time standing to the Debtor's credit on Secured Party's books, and all monies, securities, and other property of the Debtor or in which the Debtor has an interest at any time in Secured Party's possession or in which the Secured Party has a lien or security interest, and all proceeds thereof;

(j) all of the Debtor's coaxial and fiber optic cable systems (or parts thereof) and microwave relay systems for the transmission or distribution of electromagnetic signals, including, but not limited to all trunk, feeder and drop cables and all installed subscriber's devices (including converters, decoders, encoders, transformers behind TV sets and fittings) and all electronics equipment, amplifiers, power suppliers, batteries, controls, fittings, splitters, and directional couplers incorporated therein or attached thereto, and any substitutions therefor, replacements thereof and additions thereto;

(k) all of the Debtor's rights in all subscription agreements, pole line attachment agreements, conduit use and microwave rental agreements, and other agreements;

(l) all of the Debtor's rights, whenever acquired, to all property, real or personal, engineering and design materials used or useful in the design or construction of all or any part of any cable television system, and all franchises associated with any cable television systems and televisions program exhibition licenses owned or held by the Debtor and used by it in connection with the operation or maintenance of any cable television system;

(m) all of the Debtor's rights as lessee under any leases or licenses and other agreements and/or licensee in respect of real or personal property necessary or useful to the operation of any cable television system; in respect of lessees of realty, any assignments thereof are intended as conditional assignments and not as deeds of mortgages under applicable law.

(n) all rents, income, revenues,issues and profits arising from or in connection with, and all proceeds of, any of the foregoing, and the present and continuing right to make claim or, collect, receive and receipt for, any and all rents, income, revenue, issues and profits; and

(o) all insurance proceeds in respect of any damage or destruction of any of the foregoing and all awards in respect of any taking by any governmental authority of any of the foregoing.

All of the foregoing property in which the Secured Party has been granted a security interest is hereinafter collectively referred to as "Collateral".

EXHIBIT B
TO
UCC FIXTURE FINANCING STATEMENT BETWEEN
MIDAMERICAN CABLE SYSTEMS LIMITED PARTNERSHIP, DEBTOR AND
SOCIETY NATIONAL BANK, SECURED PARTY

Atract of Land 35 ft. by 35 ft. located in the southwest corner of:

Parcel B of the Plat of Parcel A and Parcel B of Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section Thirty Six (36), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth P.M., City of Earlville, Delaware County, Iowa, according to Plat recorded in Book 5 Plats, Page 39.