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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

GTE MIDWEST INCORPORATED

SUCCESSOR TO

CONTEL OF IOWA, INC., formerly
CONTINENTAL TELEPHONE COMPANY
OF IOWA

REC \$ 35.00

AUD \$

R.M.F. \$ 1.00

RELEASED 3-6-2000 SEE
RECORD 215 PAGE 829

to

MERCANTILE BANK OF ST. LOUIS N.A.
ST. LOUIS, MISSOURI

and

BANKERS TRUST COMPANY
DES MOINES, IOWA
Trustees

SEVENTH SUPPLEMENTAL INDENTURE
and
INDENTURE OF ASSUMPTION

Dated as of April 1, 1993

Supplementing Indenture of Mortgage and Deed of Trust
Dated as of July 1, 1976,
as Amended and Supplemented

ALY000452

Madison Co IA ✓

THIS SEVENTH SUPPLEMENTAL INDENTURE AND INDENTURE OF ASSUMPTION, dated as of April 1, 1993, by and between GTE MIDWEST INCORPORATED, a Delaware corporation, successor to CONTEL OF IOWA, INC., formerly known as Continental Telephone Company of Iowa (hereinafter sometimes referred to as the "Company"), and MERCANTILE BANK OF ST. LOUIS N.A. (formerly Mercantile Trust Company National Association), a national banking association duly organized and existing under the laws of the United States, as Trustee (hereinafter referred to as the "Trustee"), and BANKERS TRUST COMPANY, Des Moines, Iowa, an Iowa banking corporation, as Trustee (hereinafter referred to as the "Iowa Trustee," and collectively with the Trustee as the "Trustees").

WITNESSETH THAT:

WHEREAS, the Company heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated as of July 1, 1976, whereby the Company granted, bargained, sold and conveyed unto the Trustees and to their respective successors in said trust, all property real, personal and mixed then owned or thereafter acquired by the Company (other than property excepted from the lien thereof) to be held by the Trustees in trust in accordance with the provisions of the Original Indenture for the equal pro rata benefit and security of certain "REA Notes" described in the Original Indenture and all Bonds issued under the Original Indenture and indentures supplemental thereto; and

WHEREAS, the Company heretofore executed and delivered to the Trustees its First Supplemental Indenture dated as of October 1, 1976, its Second Supplemental Indenture dated as of August 1, 1978, its Third Supplemental Indenture dated as of December 1, 1980, its Fourth Supplemental Indenture dated as of November 1, 1981, its Fifth Supplemental Indenture dated as of October 1, 1985, and its Sixth Supplemental Indenture dated as of December 1, 1990, all supplementing the Original Indenture. The Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and Sixth Supplemental Indenture, are hereinafter collectively referred to as the "Indenture"; and

WHEREAS, effective as of April 1, 1993, Contel of Iowa, Inc. merged with and into the Company; and

WHEREAS, the Company desires and has requested the Trustees to join in the execution of this Seventh Supplemental Indenture and Indenture of Assumption in accordance with the provisions of the Indenture for the purpose of evidencing the assumption of liability by the Company for performance of the terms of the Indenture, as hereinafter provided; and

WHEREAS, the Company desires and has also requested the Trustees to join in the execution of this Seventh Supplemental Indenture and Indenture of Assumption for the purpose of closing the Indenture, as hereinafter provided; and

WHEREAS, all acts and proceedings required by law and by the articles of incorporation and bylaws of the Company necessary to validate and render binding upon the Company in accordance with its terms this Seventh Supplemental Indenture and Indenture of Assumption have been done and taken;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) duly paid by the Trustees to the Company and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the Company and the Trustees agree as follows:

ARTICLE I

ASSUMPTION OF LIABILITY

SECTION 1. The Company hereby covenants and agrees that it will (a) duly and punctually pay the principal of, premium, if any, and interest of all Bonds and REA Notes issued under the Indenture according to their tenor, (b) duly and punctually perform and observe all the covenants and conditions of the Indenture to be kept or performed by Contel of Iowa, Inc., and (c) maintain, protect and preserve the lien and priority of lien of the Indenture, the security afforded thereby, and the rights and powers of the Trustees and holders of Bonds and REA Notes thereunder.

ARTICLE II

CLOSING OF INDENTURE

SECTION 1. It is agreed that the Indenture shall be closed and no additional bonds shall be issued under the Indenture and no additional indebtedness in any manner shall be secured thereby; but nothing herein contained shall prevent the issuance of bonds under the Indenture to make replacements of any mutilated, lost, stolen or destroyed bonds or to effect such transfers and exchanges of bonds as may be permitted by the Indenture.

ARTICLE III

MISCELLANEOUS PROVISIONS

This Seventh Supplemental Indenture and Indenture of Assumption is executed and shall be construed as an indenture

supplemental to the Original Indenture and shall form a part thereof, and the Original Indenture as supplemented and amended to and including this Seventh Supplemental Indenture and Indenture of Assumption is hereby ratified, approved and confirmed.

The recitals contained in this Seventh Supplemental Indenture and Indenture of Assumption are made by the Company and not by the Trustees, and all of the provisions contained in the Indenture in respect to the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

Nothing in this Seventh Supplemental Indenture and Indenture of Assumption expressed or implied is intended or shall be construed to give any person other than the Company, the Trustees and the holders of the bonds and REA notes issued under the Indenture any legal or equitable right, remedy or claim in respect to the Indenture or this Seventh Supplemental Indenture and Indenture of Assumption or any covenant, condition or provision therein or herein or in the bonds contained; and all such covenants, conditions or provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustees and the holders of the bonds and REA Notes issued under the Indenture.

All of the covenants, conditions and provisions herein, the titles of Articles and Sections, and any wording on the cover of this Seventh Supplemental Indenture and Indenture of Assumption contained, made by or on behalf of the Company or the Trustees, shall inure to and bind their respective successors and assigns.

Although this Seventh Supplemental Indenture and Indenture of Assumption is dated for convenience and for the purpose of reference as of April 1, 1993, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgements hereto annexed.

In order to facilitate the recording or filing of this Seventh Supplemental Indenture and Indenture of Assumption, the same may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, GTE MIDWEST INCORPORATED has caused this Seventh Supplemental Indenture to be signed in its corporate name by a Vice President and its corporate seal to be hereunto affixed, and attested by its Secretary or one of its Assistant Secretaries; Mercantile Bank of St. Louis N.A. and Bankers Trust Company have caused this Seventh Supplemental Indenture to be signed and acknowledged by one of their respective Vice Presidents, and their respective corporate seals to be hereunto affixed, and attested by one of their respective Assistant Secretaries, on the date or dates indicated in the acknowledgements hereto and as of the day and year first above written.



ATTEST:

Cherie K. Rudolph-Feasley
Cherie K. Rudolph-Feasley
Assistant Secretary

GTE MIDWEST INCORPORATED

By: Peter K. Plaut
Peter K. Plaut
Vice President

MERCANTILE BANK OF
ST. LOUIS N.A.,
AS TRUSTEE

By: William A. Johnson
William A. Johnson
Vice President

ATTEST:

Jennifer Ericson
Jennifer Ericson
Assistant Secretary

BANKERS TRUST COMPANY,
AS IOWA TRUSTEE

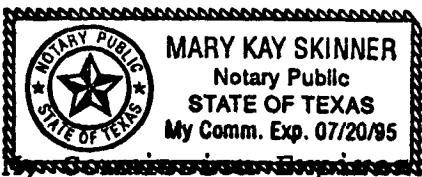
By: Leigh McVicker
Leigh McVicker
Vice President and
Trust Officer

ATTEST:

Nancy J. Anderson
Nancy J. Anderson
Trust Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

On this 24th day of April, 1995, before me, a Notary Public within and for said state, personally appeared Peter K. Plaut and Cherie K. Rudolph-Feasley, to me personally known to be respectively a Vice President and an Assistant Secretary of GTE MIDWEST INCORPORATED, one of the corporations which executed the within instrument, and who, being each by me duly sworn did say that they are respectively a Vice President and an Assistant Secretary of GTE MIDWEST INCORPORATED, one of the corporations named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Peter K. Plaut and Cherie K. Rudolph-Feasley acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.



Mary Kay Skinner
Mary Kay Skinner
Notary Public, State of Texas

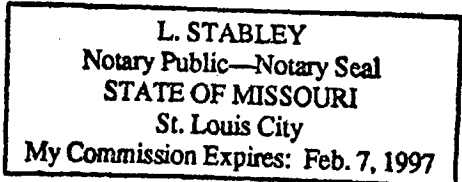
7-20-95

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss.

On this 18 day of May, 1995, before me, a Notary Public within and for said state, personally appeared William A. Johnson and Jennifer Ericson, to me personally known to be respectively a Vice President and Assistant Secretary of MERCANTILE BANK OF ST. LOUIS N.A., St. Louis, Missouri, one of the corporations which executed the within instrument, and who, being each by me duly sworn did say that they are respectively a Vice President and Assistant Secretary of MERCANTILE BANK OF ST. LOUIS N.A., St. Louis, Missouri, one of the corporations named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said William A. Johnson and Jennifer Ericson acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.

L. Stabley
Notary Public

My Commission Expires:

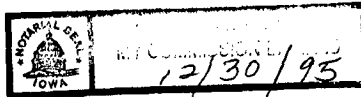


STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 25 day of May, 1995, before me, a Notary Public within and for said state, personally appeared Leigh McVicker and Nancy J. Anderson, to me personally known to be respectively a Vice President and Trust Officer and a Trust Officer of BANKERS TRUST COMPANY, Des Moines, Iowa, one of the corporations which executed the within instrument, and who, being each by me duly sworn did say that they are respectively a Vice President and Trust Officer and a Trust Officer of BANKERS TRUST COMPANY, Des Moines, Iowa, one of the corporations named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Leigh McVicker and Nancy J. Anderson acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.

Sonya Sporer
Notary Public

My Commission Expires:



This instrument was prepared by:
Charles J. Somes, Attorney
GTE Telephone Operations
600 Hidden Ridge, HQE03H05
Irving, TX 75038