

efforts, necessary to make the Bonds, when executed by the Company, authenticated and delivered by the New York Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture as amended and this Supplemental Indenture valid, binding and legal instruments for the security of the Bonds, in accordance with the terms of the Bonds and of such instruments, have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

Now, therefore, this Supplemental Indenture, Witnesseth, that in order to secure the payment of the principal of and interest on all Bonds to any time outstanding under the Indenture (the term "Indenture" being used in this Supplemental Indenture as defined in § 1 hereof) according to their tenor, purpose and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and in the Indenture contained, and to declare the terms and conditions upon and subject to which the Bonds are and are to be issued and secured, and in order to carry out more effectually the purpose of the Indenture by conveying to the Trustee's property acquired by the Company since the date of the Original Indenture, and for and in consideration of the promises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of \$1 duly paid to the Company by the Trustee at or before the making and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee, its assigns, transferees, pledgees, successors and assigns, which collectively, together with such of the property, rights, privileges and franchises as are described in the Original Indenture as amended and are owned by the Company on the date of the execution and delivery hereof (other than property of a character embraced within the definition of Excepted Property as the same is defined in the Original Indenture as amended), the conveyance of which is hereby expressly confirmed, are hereinafter called the "Trust Estate" or the "mortgaged property", with the same force and effect as though described in the following form in the granting clauses of the Original Indenture, to-wit:

CLAUSE A Fee Property

All that piece and parcel of land situate in the County of Anderson, State of Kansas, more particularly bounded and described as follows:

1st Parcel: S½, SE¼, NE¼, SE¼, Section 34, T.28S., R.29W., by Warranty Deed from Merle M. Kellishall, et al, dated August 4, 1954, Recorded Book 113 of Deeds, at Page 307.

All that piece and parcel of land situate in the County of Atchison, State of Kansas, more particularly bounded and described as follows:

2nd Parcel: Beginning at the center of Section 12, T.28S., R.29W.; thence N., on the half-section line a distance of 400 feet; thence E., 230 feet; thence S., 400 feet to the half-section line; thence W., on the half-section line to the point of beginning, subject, however, to the existing public road of 10½ feet, more or less, by Warranty Deed from Cornelia Q. Gault, et al, dated July 17, 1952, Recorded Book 299, at Page 4; and by Quichlain Deed Q. Gault, et al, dated August 7, 1952, Recorded Book 299, Page 242; and by County Clerk's Deed from County Clerk of Atchison County, dated April 21, 1954, Recorded Vol. 299, Page 273.

All that piece and parcel of land situate in the County of Gray, State of Kansas, more particularly bounded and described as follows:

3rd Parcel: SW¼, NW¼, Section 25, T.28S., R.29W., containing 40 acres, more or less, by Warranty Deed from Jonas Lamb, dated December 2, 1954, Recorded Book 68, Page 301.

All that piece and parcel of land situate in the County of Harvey, State of Kansas, more particularly bounded and described as follows:

4th Parcel: South 30 acres of the SW¼, SE¼, Section 5, T.28S., R.1W., by Warranty Deed from Russell J. Ladrey, et al, dated June 11, 1952, Recorded Book 104 of Deeds, Page 402.

All those certain pieces and parcels of land situate in the County of Jefferson, State of Kansas, more particularly bounded and described as follows:

5th Parcel: Beginning at a point 30 feet South from the SE corner of Lot 9, Block 8, in Fishers Addition to the Town of Melvoin, running thence S. 140 feet, thence E. 230 feet, thence N. 210 feet, thence E. 230 feet, to the point of beginning, subject, however, to the 10½ feet public road, and located in the NE corner of the N. 66 acres of the Lot 130, within said NW¼ of Section 8, T.28S., R.20W., by Warranty Deed from James B. Evans, S. 120 acres of the SW¼ of Section 8, T.28S., R.20W., by Warranty Deed from James B. Evans, dated October 2, 1952, Recorded Book 217 of Deeds, Page 180.

6th Parcel: Commencing at a point 110 feet E. from the NE corner of Lot 4, Block 2, North Addition to the Town of Melvoin, running thence S. 120 feet, thence E. 230 feet, thence N. 120 feet, thence W. 90 feet, to the place of beginning, and situated in the NE¼ of Section 8, T.28S., R.20W., by Warranty Deed from Herbert A. McGary, et al, dated October 2, 1952, Recorded Book 217 of Deeds, Page 180.