

Ref. Mtgs.

7-230

71060 BOOK 123

MORTGAGE, dated as of July 7, 1959 ----- made by LEAVENWORTH-JEFFERSON ELECTRIC COOPERATIVE, INC. ----- (hereinafter called the "Mortgagor"), a cooperative non-profit membership corporation ----- organized and existing under the laws of the State of Kansas ----- to UNITED STATES OF AMERICA (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor has determined to borrow funds from the Mortgagee under and pursuant to the Rural Electrification Act of 1936, as amended, for its lawful corporate purposes and, to that end, has duly authorized and executed, and has delivered to the Mortgagee, its mortgage note (hereinafter called the "First Note"), to be secured by a mortgage in the terms hereof of the property hereinafter described; and

WHEREAS, the First Note is of even date herewith, is in the principal amount of two hundred eighty-three thousand ----- dollars (\$283,000 -----), is payable to the order of the Mortgagee at the United States Treasury, Washington, D. C., bears interest at the rate of two (2) per centum per annum, and provides for the payment ----- of the interest accruing on the principal thereof for three years after the date thereof, and provides further for payments thereafter on the last ----- day of February, May -----, August -----, and November ----- in each year, which payments will be in the amounts calculated to be sufficient to pay and discharge the principal of the First Note and interest thereon within thirty-five (35) years after the date thereof, at which time the unpaid principal of the First Note and interest thereon, if any, shall become due and payable; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Outstanding Notes"), all payable to the order of the Mortgagee, in installments:

| DATE                 | PRINCIPAL AMOUNT | FINAL PAYMENT DATE |
|----------------------|------------------|--------------------|
| 1. April 25, 1945    | \$ 265,000       | April 25, 1980     |
| 2. August 31, 1945   | 155,000          | August 31, 1980    |
| 3. April 5, 1946     | 40,000           | April 5, 1981      |
| 4. May 13, 1947      | 280,000          | May 13, 1982       |
| 5. December 23, 1947 | 345,000          | December 23, 1982  |
| 6. July 6, 1948      | 255,000          | July 6, 1983       |
| 7. March 16, 1950    | 245,000          | March 16, 1985     |
| 8. June 1, 1954      | 135,000          | June 1, 1989       |
| Total                | \$1,720,000; and |                    |

WHEREAS, the first of the Outstanding Notes was given in lieu of and to refund a certain other note (hereinafter called the "Cancelled Note"), given by the Mortgagor to the Mortgagee as follows:

| DATE              | PRINCIPAL AMOUNT | FINAL PAYMENT DATE |
|-------------------|------------------|--------------------|
| November 25, 1941 | \$265,000        | November 25, 1961; |

whereupon the Cancelled Note was cancelled by the Mortgagee and returned to the Mortgagor; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "First Basis Date Agreement"), dated as of March 17, 1955, by and between the Mortgagor and the Mortgagee, the portion, if any of the principal amount of the seventh of the Outstanding Notes advanced on or after the date of the First Basis Date Agreement is or will be payable in quarterly installments on or before 35 years after the date of the First Basis Date Agreement; and