WHEREAS the Original Indenture has heretofore been further supplemented by ten duly executed Supplemental Mortgages of Property, each dated July 1, 1960, pursuant to §§ 4.02, 6.12 and 16.01 of the Original Indenture, and respectively duly recorded in applicable counties of the states of Texas, New Mexico, Oklahoma, Kansas, Nebraska, Missouri, Iowa, Minnesota, Illinois and Wisconsin which are referred to in Exhibit B to each of said Supplemental Mortgages of Property; and

WHEREAS the Original Indenture has heretofore been further supplemented by ten duly executed Supplemental Mortgages of Property, each dated August 1, 1960, pursuant to §§ 4.02, 6.12 and 16.01 of the Original Indenture, and respectively duly recorded in applicable counties of the states of Texas, New Mexico, Oklahoma, Kansas, Nebraska, Missouri, Iowa, Minnesota, Illinois and Wisconsin which are referred to in Exhibit B to each of said Supplemental Mortgages of Property; and

WHEREAS the Original Indenture has heretofore been further supplemented by ten duly executed Supplemental Mortgages of Property, each dated September 1, 1960, pursuant to §§ 4.02, 6.12 and 16.01 of the Original Indenture, and respectively duly recorded in applicable counties of the States of Texas, New Mexico, Oklahoma, Kansas, Nebraska, Missouri, Iowa, Minnesota, Illinois and Wisconsin which are referred to in Exhibit B to each of said Supplemental Mortgages of Property; and

WHEREAS the Company has made or expects to make certain expenditures to discharge obligations contracted for and liabilities incurred on account of the Construction Cost of the Pipe Line and the Company desires to withdraw certain moneys from the Pipe Line Construction Fund in accordance with the requirements of § 4.02 of the Original Indenture to reimburse the Company for, or to provide for the payment of, such expenditures; and

WHEREAS the Company desires pursuant to the requirement of § 6.12 and the provisions of § 16.01 of the Original Indenture to con-

firm and perfect the lien of the Indenture on properties agreed to be subjected thereto, or intended so to be; and

WHEREAS in order to carry out the foregoing, it is necessary and desirable and the Company has duly determined to convey, transfer, and assign to the Trustees in trust as aforesaid additional properties acquired by the Company both before and after the execution and delivery of the Original Indenture and not specifically described therein and to correct or amplify the description of certain properties subject to the lien of the Indenture; and

WHEREAS this Supplemental Mortgage of Property has been duly and legally authorized by the Board of Directors of the Company, and all things necessary to make this Supplemental Mortgage of Property a valid, binding and legal instrument supplemental to and in confirmation of the Indenture have been accomplished;

NOW THEREFORE, this Supplemental Mortgage of Property

WITNESSETH:

That MID-AMERICA PIPELINE COMPANY, pursuant to and in execution of the powers, authorities, and obligations conferred, imposed, and reserved in the Indenture and every other power, authority, and obligation thereto appertaining, and in consideration of the premises and in confirmation of and supplementing the Indenture, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company and Hord W. Hardin, as Trustees, and to their successors and assigns, forever, all and singular the properties, whether real, personal or mixed, described or referred to in the Granting Clauses of the Indenture as property granted thereby or intended so to be granted (other than "excepted property" as referred to in the Original Indenture) which is owned by