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SUPPLEMENTAL MORTGAGE, dated as of June 2, 1967 - - - - -, 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, 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:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
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
9. July 7, 1959	283,000	July 7, 1994
10. June 2, 1967	284,000	June 2, 2002; 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

WHEREAS by the terms of a certain agreement (hereinafter called the "Second Basis Date Agreement"), dated as of June 2, 1959, by and between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the eighth of the Outstanding Notes advanced on or after the date of the Second Basis Date Agreement is or will be payable in quarterly installments on or before 35 years after the date of the Second Basis Date Agreement; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Third Basis Date Agreement"), dated as of July 9, 1962, by and between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the ninth of the Outstanding Notes advanced on or after the date of the Third Basis Date Agreement is or will be payable in quarterly installments on or before 35 years after the date of the Third Basis Date Agreement; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Fourth Basis Date Agreement"), dated as of July 12, 1965, by and between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the ninth of the Outstanding Notes advanced on or after the date of the Fourth Basis Date Agreement is or will be payable in quarterly installments on or before 35 years after the date of the Fourth Basis Date Agreement; and

WHEREAS, the Outstanding Notes are secured by a certain mortgage (hereinafter called the "Mortgage"), dated as of July 7, 1959, made by the Mortgagor to the Mortgagee; and