

in the original mortgage.

Now These Presents, Witnesseth: That the said The Kansas Water and Light Company, in consideration of one dollar, and for the better securing and assuring of the payment of the principal and interest of the said bonds when and as the same shall become due and payable, according to the tenor and effect of said bonds, and in consideration of the acceptance by the said American Loan and Trust Company hereon, does hereby assign, transfer and set over all monies or sums of money derived from the said cities or either of them, and from any and all public bodies or either of them directly to the American Loan and Trust Company of New York, as Trustee, in trust to be applied by said Trustee exclusively to the payment of the principal and interest of the said bonds as the same becomes due and payable, according to the covenants of the original indenture of mortgage dated the first day of October, 1889. The said The Kansas Water and Light Company hereby releasing all claim to receive such money, and the said American Loan and Trust Company is hereby authorized and empowered to demand, collect, sue for, recover, receive and receipt for, in its own name as Trustee under the mortgage or deed of trust hereinbefore mentioned or otherwise, all or any part of the rentals aforesaid, or all or any part of the monies due or which may become due or owing from the said City and County or other public bodies, under any and all the contracts hereinbefore mentioned, or under any and all contracts which may hereafter be made between the said cities or other public body or bodies and the said The Kansas Water and Light Company, for the payment of rentals for the use of water, gas and electric light, all and every part of which rentals and monies when received by said Trustee are to be applied by said trustee to the payment of interest upon the first mortgage bonds of said Kansas Water and Light Company; and it is expressly provided, agreed and understood that payment of any such sum or sums shall be and constitute a good, perfect and full payment and discharge to the extent of the amount or amounts of such payments of the said city, county or other public body or bodies under the contract or contracts now subsisting or hereafter to be made hereinbefore referred to, and the receipt of said American Loan and Trust Company, in its own name or otherwise, shall be perfect acquittance to such extent as fully and entirely as though the said receipt were signed by said Trustee and the said The Kansas Water and Light Company.

In Witness Whereof, the Kansas Water and Light Company has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be affixed, attested by its Secretary.