

acknowledged, and in pursuance of the direction and authority of its stock holders given as above recited, and in order to secure equally the payment of the principal and interest of its second mortgage bonds afore-said and the fulfillment of the promises, covenants and agreements in said bonds contained, has granted, bargained, sold, pledged, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, pledge, alien, remise, convey, confirm, assign, transfer and set over unto the Banking Trust Company and to its successors and assigns forever, subject to the first mortgage or deed of trust dated July 25, 1905, the following described property: Its entire Gas plant and property now belonging to the Company situated in the County of Douglas, State of Kansas, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining: all and singular the pipes, mains, branches, branch castings, connections, service boxes, fittings, meters, lamps, lamp posts, regulators, valves, casings, drips, drilling machinery and tools, derricks and all appurtenances and appliances of every description connected with wells, leases, lines and gas plant of said company, and all and singular franchises the rights, leases, contracts, benefits, privileges and property, both real and personal, now owned or which may hereafter be acquired by said party of the first part at any time; the mentioning or not mentioning of any particular property, or giving or not giving a description thereof, shall not be taken as excluding or releasing from the obligation of this mortgage, other property or rights not mentioned or described, but owned or enjoyed by said party of the first part. TO HAVE AND TO HOLD the said above described premises, property, rights, franchises and appurtenances unto the said Trustee, party of the second part, its successors and assigns forever; the said The Baldwin Gas Company hereby covenanting to and with said Trustee, for itself and its assigns, as follows: First. That it has good right to sell and convey the above described premises, property, rights, franchises and leases. Second. That the same are free from incumbrance, except a first mortgage dated July 25, 1905 and expiring June 1, 1916. Third. That it will warrant and defend the title of said property against the lawful claims of all persons. Fourth. That it will pay and discharge, as they become due and payable, all taxes and assessments which may be lawfully levied and imposed upon said property. Fifth. That it will pay all State, county, and municipal taxes that may be assessed against the bonds herein and hereby secured, or against any portion thereof. Sixth. That it will permit said party of the second part, or its successors in trust, by its officers, attorneys or agents at any and at all times to enter upon its premises and any part thereof and to have free access to all of its books and papers whenever the same may be kept for the purpose of ascertaining the true condition of its property and of the business