

trust, all and singular the following described property, to-wit:

All the property, rights, and assets and income of The Kansas Telephone Company, Grantor, herein, of every nature whatsoever, real, personal or mixed, legal or equitable, corporeal or incorporeal and wheresoever situated, now owned or which shall hereafter be acquired by the said The Kansas Telephone Company and whether hereinafter specifically mentioned or not. Included in this conveyance is the telephone exchange in and about the City of Ottawa, Franklin County, Kansas, formerly owned and operated by the Kansas City Long Distance Telephone Company, and so much of the telephone exchange located in and about the said City of Ottawa, Franklin County, Kansas, formerly belonging to the Missouri and Kansas Telephone Company as has been conveyed by the said Missouri and Kansas Telephone Company to the said The Kansas Telephone Company; and all the property, rights or franchises conveyed by the Kansas City Long Distance Telephone Company and by the Missouri and Kansas Telephone Company to said The Kansas Telephone Company, by deeds dated the 15th day of March, 1915. Included in this conveyance is the following tract of real estate with the buildings and improvements thereon, viz: All of the east twenty-five (25) feet of lots numbered one (1), three (3), five (5), seven (7) and nine (9) of block numbered eighty-four (84) in the City of Ottawa, Franklin County, Kansas; it being the intention to convey all that part of said lots lying east of a line running north and south through the center of the east stone wall of the stone and brick building standing on said lots at the date of the execution of the deed for the premises hereby conveyed from J. C. Hughes to A. T. Sharp dated April 21st, 1887. This conveyance includes all buildings, super-structures, warehouses, shops, works, plants, improvements, fixtures, exchanges, systems, conduits, terminals, manholes, wires, cables, poles, cross-arms, lines, leaseholds, private and public easements, rights of way, privileges, ordinances, leasehold interests, real estate, appurtenances whether in possession or expectancy, all good will contracts, agreements, transfers, assignments, licenses, patents, patent rights, switchboards, telephones, equipment, appliances, apparatus, insulators, tools, implements, machinery, engines, boilers, dynamos, generators, meters, furniture and fixtures, fuel, materials and supplies, books, accounts, bills receivable, accounts receivable, claims and demands in equity and in law, all books of record, and books of accounting, all documents, and maps, inventories, papers, in any wise referring to or relating to any of the real or personal property, rights, franchises, herein described or conveyed, all rents, tolls, all bonds and notes and interest on the same, all income of The Kansas Telephone Company from whatsoever source earned or derived; it being the intention hereby to convey and the said The Kansas Telephone Company does hereby convey all property of every kind, nature and description which it now owns and which it will hereafter own and acquire and whether herein mentioned or described or not.

TO HAVE AND TO HOLD said real and personal property and franchises, with all privileges and appurtenances thereto belonging, unto said Trustee, the party of the second part, its successors in trust and assigns forever; In Trust for the uses and purposes and upon the terms, limitations and conditions herein set forth, and for the equal pro rata benefit and security of the holders of all of said bonds at whatever period and sum they may be issued, and without preference or priority of one bond over another for any reason whatsoever; it being intended that the lien and security hereof shall take effect from and as of the date hereof and without regard to the date of the actual execution hereof and of the actual authentication, issue, sale or disposition of said bonds, and with the same legal effect as if upon the date of such date all of said bonds had been actually authenticated, issued and sold, and were delivered to and in the hands of innocent holders thereof for value:

Provided, However, and these presents are upon the express condition, that if and whenever said Telephone Company shall well and truly pay or cause to be paid to the holders of said bonds and coupons all the principal and interest to become due thereon, according to the true intent and meaning of said bonds and of this indenture, and keep and perform its covenants and undertakings herein set forth, then these presents and the estate hereby granted shall determine and be void; and upon proof being given to the reasonable satisfaction of the Trustee, and upon payment of all costs, charges and expenses incurred by the Trustee in relation thereto, the Trustee shall deliver to the Telephone Company, or to whomsoever may be entitled thereto, all property in its hands subject to the indenture, and shall cancel and satisfy this indenture of record; otherwise this indenture shall be, continue and remain in full force and effect. Provided, Any or all of the bonds issued under this indenture may be redeemed and paid on any interest payment date by payment of the principal and all interest due thereon at the date fixed for redemption, together with a premium of one per cent (1%) upon the principal.

Whenever the Board of Directors of the Telephone Company shall desire to redeem any of said bonds, it shall, prior to the delivery of the notice hereinafter provided for, adopt a resolution setting forth the amount and numbers of the bonds desired to be redeemed; and shall deliver a certified copy of such resolution to the Trustee not less than thirty (30) days prior to the date fixed for such prepayment and redemption.

The Telephone Company shall also give notice of its election to make such prepayment and redemption by publication at least once in each week for three successive calendar weeks in a daily newspaper published and of general circulation in the City of Kansas City, Missouri, the first publication to be at least twenty-five (25) days prior to the date fixed for such redemption. Such notice shall state that upon presentation of the bonds therein designated, with all coupons thereto belonging, both matured and unpaid, and subsequently maturing to the Trustee, said bonds will be paid in cash at par with a premium of one (1%) per cent in addition thereto, and all interest accrued to the date so fixed for prepayment.

Upon the delivery of the certified copy of the resolution aforesaid to the Trustee and the publication of notice as aforesaid, each and every bond designated therein shall be due and payable at the date specified in such resolution and notice, together with all interest obligations which shall have accrued upon such date, anything in this Indenture or in any bond or interest coupon contained to the contrary notwithstanding.

Habendum Clause
In Trust to
Secure Bonds.

Defeasance
Clause: On Pay-
ment Bonds, etc
Trustee to Re-
lease.

Same: Telephone
Company May Re-
deem Bonds and
Trustee Shall
Cancel.