

*After evidence and
finding testimony*

Trustee may resign by notice to Tel. Co., Holders of Majority of bonds to appoint Successor; If Majority do not appoint, Court to appoint; Successor Trustee Vested with all powers of Original Trustee.

Nothing Expressed to Give Any Person other than parties hereto or holders of bonds, any right or Claim under any Covenant herein.

Term "Tel. Co." to Include Its Successor; Every Successor may exercise every right of Tel. Co.
Term "Trustee" to Include Its successor in Trust.
Testimonial clause.

Execution by Tel. Co. Seal
Execution by Trustee.

(SEAL)

Acknowledgment by Tel. Co.

(SEAL)

Acknowledgment by Trustee.

proper coupons thereon may be executed by the signatures of the then proper officers of the Telephone Company. No liability shall in anywise attach to the Trustee for any act purporting to be done under the authority of this article.

ARTICLE TWENTY-FOURTH.—Any trustee hereunder may resign or discharge itself or himself of and from the trusts hereby created by notice in writing to the Telephone Company given three(3) months before such resignation is to take effect, or such shorter time as Telephone Company may accept as sufficient notice, and, in case of a vacancy in the office of said Trustee, a successor or successors may by the holders of a majority of the bonds then outstanding be appointed by an instrument in writing duly signed and acknowledged by them, which instrument shall be recorded in the office of the Recorder of the said County of Franklin, Kansas, or whatever office or offices at that time by the laws of the Kansas shall have the lawful custody of the records of deeds and mortgages in such county; and in case such majority do not agree upon the appointment of a new trustee or trustees within thirty (30) days after vacancy shall occur, then said Telephone Company or the holder of any of said bonds may apply to the District Court of said County of Franklin for the appointment of a New Trustee or Trustees, upon such notice as said court shall prescribe to be given, or in such manner and upon such notice as shall be in accordance with the rules and practice of the court; and such Trustee or Trustees so appointed shall on his, its or their acceptance of such appointment, without any further assurance, be vested with all the powers, rights, estates and interest granted or conferred upon the Trustee herein named. Such new Appointments may be made successively from time to time as often during the continuance of the trust hereby created as occasion may arise.

ARTICLE TWENTY-FIFTH.—Nothing herein expressed or implied shall be construed to confer or give to any person or corporation, other than the parties hereto and the holders and owners from time to time of bonds and coupons hereby secured, any right, remedy, or claim under or by reason of any covenant or stipulation herein, and all covenants and stipulations shall be for the exclusive benefit of the parties hereto and the holders and owners of bonds and coupons hereby secured.

ARTICLE TWENTY-SIXTH.—The term "Telephone Company", as used in this indenture or in the bonds hereby secured, shall mean not only the party of the first part hereto, but also any successor corporation with which it may be consolidated or merged or which may purchase the property hereby mortgaged as an entirety, and any successor of such successors. Every such successor corporation shall possess and from time to time may exercise each and every right and power of the party of the first part hereto. Any act or proceeding by any provision herein required to be done or performed by any directors or officers of said party of the first part may, at the respective times, be done and performed with like force and effect by the directors or officers of such successor corporation. The term "Trustee", as herein used or as used in said bonds, shall mean the party of the second part herein and its successors in trust for the time being.

In Witness Whereof said Telephone Company has caused these presents in triplicate to be signed in its name by its President, or Vice-President, attested to by its Secretary, or Assistant Secretary, existing Secretary, and its corporate seal to be hereunto affixed; and to evidence its acceptance of the trusts hereby created the Commerce Trust Company has caused these presents to be signed by its President or a Vice-President, attested by its Secretary or an Assistant Secretary, and its corporate seal to be hereto affixed: All as of the day and year first above written.

The Kansas Telephone Company.
(CORPORATE) W. P. Hemphill
(SEAL) Attest: President.
Abbie J. Hemphill,
Secretary.

COMMERCE TRUST COMPANY. *Trustee*
W. P. Kemper,
President.

(CORPORATE SEAL)
Attest: H. C. Schwitzgebel,
Secretary.

STATE OF MISSOURI: COUNTY OF JACKSON:SS:

Before me, Etta Whitescarver, a Notary Public in and for said county and state, this 24th day of March, A. D. 1915, personally appeared W. P. Hemphill and Abbie J. Hemphill, respectively the President and Secretary of the Kansas Telephone Company, the Grantor in the foregoing deed of trust, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, and each duly acknowledged the execution of the same, and that they executed such instrument as such President and Secretary respectively, and as the act and deed of the Kansas Telephone Company, and further stated and acknowledged that the seal attached to said instrument is the corporate seal of the Kansas Telephone Company.

Witness my hand and seal the day and year last above written.
My commission expires June 4, 1916. (LEGAL SEAL) Etta Whitescarver, Notary Public

STATE OF MISSOURI: COUNTY OF JACKSON:SS:

Before me, Ethel Sponce, a notary public in and for said county and state, on this 29th day of May, A. D. 1915, personally appeared W. T. Kemper and H. C. Schwitzgebel, respectively the President and Secretary of Commerce Trust Company, the Trustee in the foregoing mortgage deed of trust, who are each personally known to me to be the persons whose names are subscribed to the foregoing instrument and they each duly acknowledged to me that they executed the same as the act and deed of Commerce Trust Company for the purposes therein incorporated, and each acknowledged and stated that the seal attached to said mortgage deed of trust is the corporate seal of Commerce Trust Company.