

part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by party of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Rachel White.

State of Kansas }
County of Douglas } SS

Be it remembered, That on this 31st day of January A.D. 1927 before the undersigned a Notary Public within and for the county and State aforesaid, came Rachel White, a widow, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

J.B. Ross.

Notary Public.

LS

My commission expires July 22, 1928.

From
Peoples Utilities Ks. Corp.
To
Peoples Trust & Sav. Bk.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Jan. 31, 1927, At 3:40 P.M.

John B. Wellman
Register of Deeds.
Original Counterpart No. 3

Key No. 2342
Fee Paid 750
Index Number 300,000

PEOPLES UTILITIES KANSAS CORPORATION

TO

PEOPLES TRUST AND SAVINGS BANK and A.L. WARNER, Trustees.

Indenture of Mortgage, Dated as of January 1, 1927.
FIRST MORTGAGE GOLD BONDS.

Indenture, dated for convenience as of January 1, 1927, although executed and delivered at a later date, between Peoples Utilities Kansas Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter called the "Company"), party of the first part, and Peoples Trust and Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the state of Minnesota, (hereinafter called the "corporate Trustee"), and A.L. Warner (hereinafter called the "individual Trustee"-the corporate Trustee and the individual Trustee being hereinafter collectively called the "Trustees"), parties of the second part.

Whereas, the Company, is authorized by law, and deems it necessary from time to time, to borrow money for its proper corporate purposes, and to that end, in the exercise of said authority, has duly authorized and directed the creation of an issue of its bonds of substantially the form and terms hereinafter in this Indenture provided or permitted; and in order to secure the payment of the principal of and interest on said bonds (hereinafter called the "Bonds"), to provide for the authentication and delivery thereof by the corporate Trustee and to establish and declare the terms and conditions upon which the bonds are to be issued, received and held, the Company has duly authorized and directed the execution and delivery of this Indenture; and

Whereas, the texts of the bonds, the coupons to be attached thereto and the certificate of the corporate Trustee to be endorsed thereon, are to be substantially in the following forms, respectively, with such appropriate omissions, insertions and variations as are in this Indenture provided or permitted:

(General Form of Coupon Bond)
UNITED STATES OF AMERICA.

No.

Peoples Utilities Kansas Corporation
First Mortgage Gold Bond.

\$

Peoples Utilities Kansas Corporation (hereinafter called the "Company"), a corporation of the State of Delaware, for value received, hereby promises to pay to bearer, or if, this Bond be registered, to the registered owner hereof, on the --- day of -- at -- in -- the sum of ----- Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the -- day of --, and to pay interest thereon from the -- day of -- at the rate of -- per cent per annum, in like gold coin -- at -- on -- and -- in each year until the payment of said principal sum. The interest accrued up to the date of maturity shall be paid only upon presentation and surrender of the interest coupons hereto annexed as they severally mature.

This bond is one of an authorized issue of Bonds of the Company known as its "First Mortgage Gold Bonds", issued and to be issued in one or more series under, and all equally and ratably secured by, an Indenture of Mortgage dated as of January 1, 1927, duly executed by the Company to Peoples Trust and Savings Bank, a corporation of the State of Minnesota, and A.L. Warner as Trustees, to which Indenture reference is hereby made for a description of the properties and franchises mortgaged and conveyed, the nature and extent of the security the rights of the holders of said Bonds and coupons and of the Trustees and of the Company in respect of such security, and the terms and conditions upon which, said Bonds are and are to be issued and secured. As provided in said Indenture, said bonds are issuable in series, which different series may mature at different times, may bear interest at different rates, and may mature at different times, may bear interest at different rates, and may

See Book 83 page 304 for Release of Mortgage
- See Book 67 Page 608 for Confirmatory Deed -