

Rg 33, with ingress and egress to and from the same; S $\frac{1}{2}$ of Lot NW $\frac{1}{4}$ about 1/8 mile wide Sec 31 and the E $\frac{1}{2}$ Lot 2 SW $\frac{1}{4}$ Sec 31 all in Twp 28 Rg 33; The SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 17 Twp 28 Rg 33; The SE $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ Sec 7 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 8; all in Twp 28 Rg 32; SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ also SE SE $\frac{1}{4}$ all in Sec 11 Twp 28 Rg 32; Ten acres SW corner of NW $\frac{1}{4}$ except one rod wide SW $\frac{1}{4}$ SE $\frac{1}{4}$ & E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ except six acres Sec 12 Twp 28 Rg 32; All of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 12 Twp 28 Rg 32, also that land lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 13 lying North of Mo. Pac. Ry. R/W. All of said land lying in Twp 28 Rg 32; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 11 Twp 28 Rg 32; Also S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 12 Twp 28 Rg 32; NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 17 Twp 28 Rg 32; Commencing at the SE Cor of SW $\frac{1}{4}$ Sec 8 Twp 28 Rg 32 running the N 83 rods; the W 33 rods; th in a southwesterly direction parallel with the meanderings of the branch or creek to the quarter sec. cor. between sections 8 and 17 th E 80 rods to the place of beginning. Containing 30 acres more less; On the section line between Sec 7 & Sec 15 in Twp 28 Rg 32 subject however to the terms and conditions of the existing leases, etc.; NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 17 Twp 28 Rg 32; The W $\frac{1}{2}$ of Lot 2 SW $\frac{1}{4}$ Sec 6 Twp 28 Rg 32 and E $\frac{1}{2}$ of Lot 1 NW $\frac{1}{4}$ Sec 1 Twp 28 Rg 32; S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 17 Twp 28 Rg 32; All lots in Harrison and McGregg Addition to the City of Carterville owned by said J. F. Harrison and M. G. McGregg together with their interest in all streets and alleys in said addition including any streets and alleys that have been heretofore vacated; On the W. E. Johnson land lying south and west of Joplin, Mo., being all of the E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 9 Twp 27 Rg 33; From East to West across and under Cronoga Street at the intersection of Cronoga Street and Fourth Street or immediately South of the said intersection; also from East to West across and under Hall Street at or near the half section line of Section 19 Twp 28 Rg 32. Provided that only one line of pipe is to be laid and the said line is merely to cross the said streets and not to extend along the same for any greater distance than the width of the said streets; At a point near the crossing of the track of the Southwest Missouri Electric Ry. Company and the Lone Elm Road; The W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 6 Twp 28 Rg 32; SE $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 13 Twp 27 Rg 33; The E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 21 and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 22 all in Twp 28 Rg 33; The W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 13 and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 13 Twp 28 Rg 33; The NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 27 Twp 28 Rg 33; The W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 24 Twp 28 Rg 34; The W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 24 Twp 28 Rg 34 West; An undivided 2/3 int in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 25 Twp 28 Rg 34; Beginning at SE corner of E $\frac{1}{2}$ Lot 2 NW $\frac{1}{4}$ Sec 35 Twp 28 Rg 34; th east 239.4 ft to a point, th in a southerly direction along the east line of the Walnut Hollow Land Company's land, approximately 868 feet, to a point 1347.8 feet east of the Kansas-Missouri State Line and on the South line of the Walnut Hollow Company's land, the west along the south line of said Company's land a distance of 1347.8', thence in a Northerly direction to point of beginning; The E $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Sec 9-28-32; Beginning at a point ten feet (10') South of the Northeast Corner of Section three (3) Township Twenty-seven (27) north, Range thirty-three (33) west; and running thence west fourteen hundred and twenty-six feet (1426') to a point ten feet (10') south and twenty feet (20') west of the south-east corner of the southwest Quarter of the northeast Quarter of Section thirty-three (33), Township Twenty-eight (28) north, Range thirty-three (33) west thence north twenty-seven hundred and fifty feet (2750'); thence north thirty degrees (30°) west four hundred and eighty-five (485'); thence north fifty feet (50') thence north thirty degrees (30°) east four hundred and eighty-five (485'); thence north sixteen hundred and seventy feet (1670') to a point in the north line of Section thirty-three (33) Township twenty-eight (28) north, Range thirty-three (33) west.

And also all licenses, easements, contracts, interests, rights, claims, books, of account, corporate, tax, operating and business records of every kind, abstracts and memoranda of titles, maps, surveys, office furniture and fixtures, safes, franchises (but not including the franchise to be a corporation), good will, patents, processes and all contracts or agreements respecting patents or processes, together with all the improvements on any real property now owned or hereafter acquired and the appurtenances thereto belonging, including all buildings, structures, fixtures, tanks, engines, machines, appliances, railroad tracks, pipes, tools, used on or in connection with the same, and all other real and personal property now owned or hereafter acquired by the party of the first part;

EXCEPT, HOWEVER, that there is expressly reserved from the lien and operation of this Indenture all cash, bills and accounts receivable, stores and supplies, gas and all other assets ordinarily classified as "current assets" by standard accounting practice; also all shares of stock of other corporations; and all oil and/or gas leases or mineral rights and/or interests and royalties therein, all oil and/or gas production, and all equipment, appliances or other property used for the development of oil and/or gas acreage or for the drilling for and production of oil and/or gas, now owned or hereafter acquired.

The specific description or enumeration herein of properties of the party of the first part shall not be construed as limiting the scope and intent of the lien of this mortgage, which is intended to cover all property, real and personal, and all rights and interests therein and every other right and interest which the party of the first part now has or may hereafter acquire, except as herein specifically excepted.

Subject, however, as to any lands on or across which the Company owns right of way, to any present or future liens which may exist or may be created by Farm Mortgages (as hereinafter in Article XVII defined).

TO HAVE AND TO HOLD, all and singular, the said properties, real, personal or mixed, hereby conveyed, transferred, pledged, or assigned by the Company, or intended so to be, whether now owned or held or hereafter acquired (hereinafter sometimes called the trust estate), unto the Trustees, their successors and assigns, forever;

BUT IN TRUST, NEVERTHELESS, under and subject to the conditions hereinafter set forth, for the equal and proportionate benefit and security of all and singular the present and future holders of the Bonds and interest coupons issued and to be issued under this Indenture, without preference, priority or distinction of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise, and for securing the observance and performance of all the terms, provisions and conditions hereof.

AND IT IS HEREBY COVENANTED AND DECLARED that the terms and conditions upon which the Bonds, with the coupons for interest, are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and the trusts and conditions upon which the trust estate is to be held and disposed of, which said trusts and conditions the Trustees hereby accept and agree to discharge, are as follows:

ARTICLE I.

FORM AND EXECUTION OF BONDS.

SECTION 1.-- The aggregate amount of Bonds which may be executed by the Company and which may be authenticated by the Central Company, is not limited.

SECTION 2.-- The Bonds issued hereunder are to be issued in series, the Bonds of each series to be designated by such distinctive name as may, consistently with the provisions hereof, be deemed appropriate by the Board of Directors of the Company. Each Bond issued hereunder shall bear upon the face thereof the designation so selected for the series to which it belongs. All Bonds of the same series at any time simultaneously outstanding shall be identical in tenor and effect, except that they may be of different denominations and may consist in part of coupon Bonds with or without privilege of registration as to principal and in part of registered Bonds, without coupons, and except that registered Bonds may be dated on and bear interest from different dates, and except that they may contain such variations of tenor and effect as are incidental to difference of denomination and form, including variations in the provisions for interchange of Bonds of different forms and denominations and in the provisions for the registration and transfer of Bonds.

SECTION 3.-- The initial series of Bonds to be issued under this Indenture shall be designated as the First Mortgage Pipeline 5 $\frac{1}{2}$ % Gold Bonds, Series of 1927, of the Company. The amount of Bonds of the