

MORTGAGE RECORD 75

297

From
American Telephone Co.
To
United Trust Company

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record June 23, 1928
At 9:40 A.M.

J. E. Hollman
Register of Deeds

3530

Pl. in
Portsmouth Co.

This Indenture, dated as of the first day of May in the year one thousand nine hundred and twenty eight between The American Telephone Company (hereinafter generally called the Company,) a corporation duly organized and existing under the laws of the State of Kansas and having its principal place of business in Abilene, Kansas, and The United Trust Company (hereinafter generally called the Trustee) a corporation duly organized and existing under the laws of the State of Kansas, having its principal place of business in Abilene, Kansas, and duly authorized to execute the trusts hereof, Witnesseth That;

Whereas the Company has power to borrow money, to issue its obligations, and to secure the same under this instrument and, in the exercise of its lawful powers, and pursuant to authority duly conferred upon it and to proper and sufficient corporate action, has duly and lawfully determined in order to provide funds for its proper corporate purposes, to execute and deliver this Indenture of Trust and Mortgage (hereinafter generally called this Indenture) and to create and to issue under and secured by this Indenture, its First Mortgage Gold Bonds (hereinafter generally called the Bonds) of an unlimited (except as herein provided) aggregate principal amount, to be issued in one or more series, those of each series to be identical, as far as may be, with one another in tenor, to bear such designation and date or dates, to be payable in such currency or currencies and at such place or places, to bear interest at such rate or rates, to have such maturity or serial or other maturities, and otherwise to be in such form and tenor (subject to the provisions hereof) as shall be determined from time to time by the Board of directors of the Company, the Bonds of the initial series to be designated "Series A", and hereinafter so referred to, unlimited (except as herein provided) in authorized aggregate principal amount, the initial issue of Series A Bonds being limited to an authorized aggregate principal amount of Four Hundred Forty thousand Dollars (\$440,000) to be dated as of May 1, 1928 to mature May 1, 1948 the permanent Bonds to be in coupon form, registrable as to principal only, in denominations of one thousand dollars (\$1000) and five hundred dollars (\$500.) each, all as hereinafter more fully provided; and

Whereas the permanent Series A Bonds, the coupons to be thereunto attached, the Trustee's certificate thereon and the form for registration thereon are each to be substantially in the following form:

(Form of Bond)

No.

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UNITED STATES OF AMERICA
State of Kansas
The American Telephone Company
First Mortgage Gold Bond
Series A, 7% Due May 1, 1928

For Value received, The American Telephone Company, a corporation duly organized and existing under the laws of the State of Kansas (hereinafter with its successors and assigns as defined in the Indenture mentioned below, generally called the Company), hereby promises to pay to the bearer (or, if this Bond be registered as hereinafter provided otherwise than to bearer, to the registered owner) hereof the sum of -----dollars (\$) in gold coin of the United States of America of or equal to the standard of weight and fineness existing May 1, 1928 at the principal office in Abilene, Kansas, of The United Trust Company (hereinafter, with its successors as defined in the Indenture mentioned below, generally called the Trustee) or at the principal office of its successor in the trusts created by said Indenture, on the first day of May, 1948 (or earlier as hereinafter referred to) and to pay interest thereon from May 1, 1928 at the rate of seven per cent (7%) per annum at said office semi annually in like gold coin, on the first days of May and November of each year until the principal sum hereof shall be fully paid, upon presentation and surrender of the interest coupons hereto attached as they severally mature.

The Company covenants and agrees in the Indenture mentioned below to pay the interest upon this Bond without deduction therefrom for any income tax (not exceeding two per cent (2%) of such interest) which the Company or the Trustee may be required or permitted to pay thereon, or to retain therefrom, under any present or future law of the United States of America and the Company covenants and agrees in said Indenture to pay such tax. The Company further covenants and agrees in said Indenture to reimburse the bearer (or, in case of registration otherwise than to bearer, the registered owner) hereof, in the manner, to the extent and on the conditions specified in said Indenture, for taxes imposed upon and paid by such bearer or registered owner, under any present or future applicable law, as follows: for any federal income tax to an amount which when added to any amount of such tax paid by the Company or the Trustee pursuant to the foregoing provisions of this paragraph shall not exceed two per cent (2%) of the interest hereon, and for any personal property tax of the Commonwealth of Pennsylvania or the State of Connecticut or the State of Kansas or the State of Maryland to an amount, in the cases of the Commonwealth of Pennsylvania and the State of Connecticut, not exceeding four (4) mills per annum on each dollar of the taxable value hereof, and, in the case of the State of Maryland, not exceeding four and one-half (4½) mills per annum on each dollar of the taxable value hereof, and, in the case of the State of Kansas, not exceeding five (5) mills per annum on each dollar of the taxable value hereof, or for any income tax imposed by the Commonwealth of Massachusetts not exceeding six per cent (6%) of the interest hereon, provided that taxes will not be reimbursed for more than one state jurisdiction in respect of or measured by the receipt of interest from, or the existence or ownership of, this Bond during any one year or for any penalty or interest on the tax paid, and provided further that reimbursement will be made only upon written demand therefor by such bearer or registered owner made upon the Trustee within sixty (60) days after the date of payment of the tax, or an installment thereof, and upon the further terms and conditions set forth in detail in the Indenture mentioned below.

This Bond is one of a duly authorized issue of First Mortgage Gold Bonds of the Company, of an unlimited (except as provided in the Indenture mentioned below) authorized aggregate principal amount, the initial issue of Series A Bonds being limited to an authorized aggregate principal amount of Four Hundred forty thousand Dollars (\$440,000.00), being coupon Bonds dated as of May 1, 1928 to mature May 1, 1948 in denominations of one thousand dollars (\$1,000) and five hundred dollars (\$500) each, registrable as hereinafter provided as to principal only, all of like tenor and effect except as to number and denomination, and all of said Bonds of all series and forms being issued or to be issued under, secured by and subject to the provisions of a certain Indenture of First Mortgage (here in with all indentures stated to be supplemented thereto to which the Trustee may be a party, generally referred to as the Indenture) dated as of May 1, 1928 whereby the Company has mortgaged, conveyed, transferred and assigned to the Trustee certain property now owned and hereafter acquired by the Company to which Indenture, an executed counterpart of which is on file with the Trustee, reference is hereby made for a description of the property mortgaged, conveyed, transferred and assigns to the Trustee, and for a statement of the nature and extent of the security the terms and conditions upon which said Bonds are or are to be issued, secured, received, held transferred, exchanged, negotiated and paid, the rights and remedies of the holders of all of said Bonds, and the rights and obligations of the

*Indenture mentioned
in the foregoing paragraph*