

MORTGAGE RECORD 75

rights of way privileges and property of said telephone exchanges of every kind and character whatsoever, except such as may be hereinafter expressly excepted.

21. And all of the following described property situated in the State of Kansas to-wit: The telephone exchanges, toll and rural lines situated in and adjacent to the following cities and towns:

Doniphan	Morrill
Elwatha	Troy
Highland	Wathena

White Cloud

together with all telephone lines, pole lines, cables, conduits, telephones, switchboards, furniture and fixtures, telephone tools, automobiles, motor trucks and implements connected with said telephone exchanges or used in connection therewith and all contracts, leases, rights, easements, rights of way, privileges and property of said telephone exchanges of every kind and character whatsoever, except such as may be hereinafter expressly excepted.

Subject However, as to the property described in paragraphs 12 and 21 above to the lien to the extent if any, required by the provisions thereof of the Trust Deed, dated February 1, 1920, filed June 22, 1920 and recorded in Volume 150, page 187 in the office of the Register of Deeds of Brown County, Kansas to Samuel Brierley, Trustee securing Seventy Five Thousand Dollars (\$75,000.00) authorized aggregate principal amount of First Mortgage Bonds of The Northeast Kansas Telephone Company a corporation, dated February 1, 1920, maturing on the first day of February 1920 and under which no further bonds can be issued.

And Together with all the Company's right, title and interest in and to any and all moneys held by said mortgagee and-or trustee and by each and every mortgagee or trustee under each and every mortgage on after-acquired property permitted by the provisions of Section 12 of Article IV hereof to the extent that such moneys shall not be otherwise applied pursuant to the requirements of each such mortgage respectively, on property from or on account of which such moneys shall have been received.

Also any and all letters patent, patent rights, trademarks and all applications therefor and all renewals thereof, and all secret processes and all trade names including the name of the Company, together with the good will of the business in connection with which any of the same are or may be used, also all reversions and remainders, and all rent, issues, profits, tolls and other income derived by the Company from any source whatsoever from property now owned by the Company or at any time hereafter acquired together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to said properties herein described, and also all estates, rights, title, interest, property, possessions, claims and demands whatsoever, and also all real and personal property now owned or hereafter acquired by the Company, subject, however, as to all property hereafter acquired to existing or purchase money mortgages, encumbrances or liens permitted by the provisions hereof, but specifically reserving and excepting from this Indenture all supplies, merchandise held for sale, cash on hand or in bank accounts receivable, bills receivable and books of account, other than such as shall hereafter be conveyed, pledged, assigned or transferred by the Company or by any one on its behalf or with its consent to the Trustee, which is hereby authorized to receive at any and all times any such property as and for additional security for the payment of the Bonds Issued and to be issued under this Indenture and to hold and apply any and all such property subject to the terms of this Indenture; provided, however and it is hereby covenanted, declared and agreed, that upon the happening of any event of default as defined in section 1 of Article V hereof, then all the property at that time owned by the Company of the kinds hereinbefore specified as reserved and excepted from this Indenture shall forthwith be included in the Mortgaged Property and title thereto and to each and every piece and part thereof shall thereupon pass hereunder.

The Company hereby declares that in so far as its property, leasehold interests, trade-marks, patents, interest in or rights under patents or other rights, licenses, franchises described in the granting clauses hereof, cannot be assigned or transferred or mortgaged without the consent of other parties whose consent cannot be secured, it holds and shall hold all of said property and rights now owned or hereafter acquired upon the trusts herein set forth as if the same had been transferred, assigned and mortgaged to and vested in the Trustee to the fullest extent now or hereafter permitted by law or in equity and by the lessor or other instruments creating such property and rights.

And Together with all the Company's right, title and interest in and to any and all moneys held by each and every mortgagee or trustee under each and every mortgage on after-acquired property permitted by the provisions hereof, to the extent that such moneys shall not be otherwise applied pursuant to the requirements of such mortgage on property from or on account of which such money shall have been received.

To Have and To Hold the Mortgaged Property, with all of the privileges and appurtenances thereunto belonging unto the Trustee, its successors in the trusts hereof, and its and their assigns, forever; But in Trust nevertheless under and subject to the provisions and conditions herein set forth, for the purposes aforesaid and for the equal pro rata benefit, security and protection (except in so far as a sinking fund or sinking funds established in accordance with the provisions of this Indenture may afford particular security for Bonds of one or more series, and except as provided in section 1 of Article II hereof) of the bearers and the registered owners of the Bonds from time to time certified, issued and outstanding hereunder, and the bearers of the coupons thereunto belonging, without any preference, priority or distinction whatever of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise, except as provided in sections 7 and 8 of Article II of this Indenture.

And it is hereby covenanted, declared and agreed upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions, viz:

ARTICLE I DEFINITIONS.

Section 1. Whenever used in this instrument, or in the Bonds, unless the context requires some other meaning, the words, "this Indenture" or "the Indenture" include and mean, in addition to this instrument, dated as of May 1, 1928 each and every other instrument (pursuant to the provisions hereof) which the Company may execute with the Trustee and which may therein be stated to be supplemental to this Indenture and the words "hereof", "hereunder", "herein", "hereto", "thereinbefore", "hereinafter" and other like expressions herein refer to this Indenture as a whole, and in the Bonds to the respective Bonds as a whole, and not to any particular division hereof or thereof.

Section 2. All the provisions of this Indenture and of the Bonds shall be binding upon the Company and its successors and assigns whether or not so expressed, and whether or not any of such successors or assigns shall have executed and delivered an instrument pursuant to the provisions of Article IX of this Indenture. The provisions of this Indenture and of the Bonds shall inure to the benefit of the Company but (at the option of the Trustee) only to such successors and assigns of the Company as shall have executed and delivered an instrument pursuant to the provisions of said Article IX. Subject to the foregoing provisions of this paragraph, unless otherwise indicated by the context, the term "the Company", whenever used in this Indenture or in the Bonds includes and means not only the party of the first part hereto but also its successors and assigns.