

## MORTGAGE RECORD No. 79

The following is endorsed on the original instrument:  
The note herein referred to has been paid in full, the mortgage is released  
and the lien thereby created is hereby released.  
At witness my hand and seal this 15th day of June, 1935  
Notary Public  
Asst. Notary

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand & no/100 (\$1,000.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said One Thousand & no/100 (\$1,000.00) ----- to the said party of the second part; said note being given for the sum of ONE THOUSAND & no/100 (\$1,000.00) ----- DOLLARS, dated September 14, 1935, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$60.00 dollars each thereon to attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand & no/100 (\$1,000.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Chas F Kampschroeder  
Sadie F Kampschroeder

STATE OF KANSAS)  
Douglas County, )SS.

BE IT REMEMBERED, That on this 16 day of Sept. 1935 before me, C. B. Hosford a Notary Public in and for said County and State, came Chas F. Kampschroeder and Sadie F Kampschroeder his wife to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C. B. Hosford  
Notary Public.

(SEAL) My Commission expires June 26, 1939

Recorded September 17, 1935 at 11:35 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 1177

THIRD  
SUPPLEMENTAL INDENTURE  
MORTGAGE

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of the 1st day of August, 1935, made and entered into by and between THE KANSAS ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and IRVING TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Corporate Trustee"), being successor in trust to The American Exchange National Bank, and WILLIAM P. MALBURN, now of the City of Chicago, Illinois, (both of whom are hereinafter called the "Trustees"), as Trustees under the Trust Indenture dated as of the 1st day of June, 1922, hereinafter referred to, parties of the second part,

WITNESSETH:

WHEREAS, the Company heretofore and as of the 1st day of June, 1922, duly made, executed and delivered to The American Exchange National Bank and William P. Malburn, as Trustees, its Trust Indenture (hereinafter referred to as the "Original Indenture") securing as authorized issue of Twenty Five Million Dollars (\$25,000,000) in principal amount of bonds of the Company, issuable from time to time in series as provided in the Original Indenture, and therein and thereby conveyed and transferred to said Trustees the property and property rights therein mentioned and described, which Original Indenture has been duly recorded; and

WHEREAS, pursuant to the terms of the Original Indenture the Company has issued its First Mortgage 6½ Series A Gold Bonds of an aggregate principal amount of Three Million Dollars (\$3,000,000), bearing interest at the rate of 6½ per annum, all of which are now outstanding; and

WHEREAS, it is provided in and by the Original Indenture that bonds may be issued thereunder in series and bear such dates and be payable at such times and places and bear interest from such dates and at such rates (not exceeding eight per centum per annum), and be subject to redemption at such prices, and contain such other terms and provisions not in conflict with the general forms therein set forth as from time to time shall be fixed and determined by the Board of Directors of the Company prior to the issuance thereof and as shall be stated in said bonds; and further that the Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time, subject to the conditions and restrictions contained in the Original Indenture may enter into an indenture supplemental thereto, which thereafter shall form a part thereof, for the purpose (among others) of providing for the creation of any series of bonds, designating the series to be created and specifying the date of the bonds of such series, the date of maturity thereof, the place or places where payable, the rate of interest and the terms and rate of optional redemption (if redeemable), the form thereof and such other provisions and agreements in respect thereof in the Original Indenture provided or permitted as the Company may determine; and for the purpose (among others) of conveying, transferring and assigning to the Trustees and to subject to the lien of the Original Indenture, with the same force and effect as though included in the granting clauses thereof, additional properties and franchises thereafter acquired by the Company

To Release see Book 87, Page 88