

## MORTGAGE RECORD No. 79

day of August, in each year; the interest thereon until the maturity hereof being payable on presentation and surrender of the interest coupons hereto attached as they severally become due. Both the principal of and the interest on this bond are payable at the principal office of Irving Trust Company in the Borough of Manhattan, City and State of New York, or, at the option of the holder at the office of Continental Illinois National Bank and Trust Company of Chicago in the City of Chicago, State of Illinois, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and, so far as may be lawful, such interest shall be paid without deduction for any tax or taxes upon the income of the holder hereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Corporate Trustee hereinafter mentioned, or any one acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States of America. This bond is one of a series known as "First Mortgage Bonds, 4½% Series Due 1955" of an issue of coupon and registered bonds, of which not more than Twenty-five Million Dollars (\$25,000,000) in aggregate principal amount shall at any one time be outstanding, of the Company, issued and to be issued under and in accordance with the terms and conditions of, and equally and ratably secured to be paid by, a mortgage and deed of trust dated as of June 1, 1922, executed by the Company to the American Exchange National Bank and William P. Malburn, as Trustees, and by an indenture supplemental thereto dated as of June 1, 1926, executed by the Company to the American Exchange-Pacific National Bank and William P. Malburn, as Trustees, and by an indenture supplemental thereto dated as of August 1, 1935, executed by the Company to Irving Trust Company and William P. Malburn, as Trustees, said Irving Trust Company being now the Corporate Trustee as successor to the American Exchange National Bank (said mortgage and deed of trust dated as of June 1, 1922, and all indentures supplemental thereto being herein collectively referred to as the "Indenture") to which Indenture reference is hereby made, with the same force and effect as if herein fully set forth, for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders of said bonds and of the Trustees in respect to such security. In the event of certain defaults specified in said Indenture, the principal of the bonds issued thereunder may become or be declared due and payable before maturity, in the manner and with the effect provided in said Indenture. At the option of the Company, the bonds of the 4½% Series Due 1955 are redeemable as provided in the supplemental indenture dated August 1, 1935, as a whole but not in part, on any interest payment date prior to their regular maturity, upon not less than thirty days previous notice by publication to be given in the manner provided in said supplemental indenture, at the principal amount thereof and accrued interest to the date of redemption and, if redeemed on or before August 1, 1954, a premium equal to a percentage of the principal determined as follows: five per centum if redeemed on or before August 1, 1939; four per centum if redeemed on or before August 1, 1939; four per centum if redeemed after August 1, 1939, but on or before August 1, 1943; three per centum if redeemed after August 1, 1943, but on or before August 1, 1947; two per centum if redeemed after August 1, 1947, but on or before August 1, 1951; one per centum if redeemed after August 1, 1951, but on or before August 1, 1954. This bond may be registered as to principal in the name of the owner at the office of the Corporate Trustee under said Indenture on registry books to be kept for the purpose, such registration being noted hereon by said Corporate Trustee, as a registrar, and unless so registered shall pass by delivery. After such registration no transfer hereof shall be valid unless made on said books by the registered holder in person or by his attorney duly authorized and similarly noted on the bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; but this bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery and be payable to bearer. The holder of this bond, at his option, may surrender the same with other coupon bonds of this series, with all unmatured coupons attached thereto, for cancellation, in exchange for other coupon bonds of this series of higher or lower denominations, but of the same aggregate principal amount, with all unmatured coupons attached thereto. The holder of this bond, if it be of the denomination of One Thousand Dollars (\$1000) at his option may surrender the same with all unmatured coupons attached thereto for cancellation, in exchange for a registered bond of this series without coupons for a like amount of principal, bearing interest from the next preceding interest day as provided in the Indenture. No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based thereon, or otherwise in respect hereof, or based on or in respect of the said Indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any successor or predecessor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment of penalty or otherwise. This bond shall not become valid or be obligatory for any purpose, until it shall have been authenticated by the execution by the Corporate Trustee under said Indenture, or its successor thereunder, of the certificate endorsed hereon.

IN WITNESS WHEREOF, The Kansas Electric Power Company has caused this bond to be signed in its corporate name by its proper corporate officers thereunto duly authorized, and its corporate seal to be hereunto affixed and the interest coupons hereto attached to be executed in its behalf by the facsimile signature of its Treasurer, as of the first of August, 1935.

THE KANSAS ELECTRIC POWER COMPANY

BY \_\_\_\_\_  
Vice-President

ATTEST:

\_\_\_\_\_  
Assistant Secretary.

(FORM OF CORPORATE TRUSTEE'S CERTIFICATE)

This is to certify that this bond is one of the bonds described in the within mentioned indenture.

IRVING TRUST COMPANY, AS CORPORATE TRUSTEE

BY \_\_\_\_\_  
Assistant Secretary

(ENDORSEMENT)

The revenue stamps required on account of the issuance of this bond have been affixed to the Mortgage therein mentioned and duly cancelled.

(FORM OF COUPON)

NO. \_\_\_\_\_ \$ \_\_\_\_\_

On the first day of \_\_\_\_\_ 19\_\_\_\_, unless the bond hereinafter mentioned be called for redemption at an earlier date, The Kansas Electric Power Company will pay to the bearer at the principal office of Irving Trust Company in the Borough of Manhattan, City and State of New York, or, at the option