

# MORTGAGE RECORD No. 79

399

of the holder, at the office of Continental Illinois National Bank and Trust Company of Chicago, in the City of Chicago, State of Illinois, \_\_\_\_\_ Dollars in any coin or currency of the United States of America which at the time of paying is legal tender for public and private debts, without deduction so far as may be lawful, for so much of any Federal income tax as shall not be in excess of two per centum of the face value of this coupon, being six months' interest then due on its First Mortgage Bond, 4 1/2% Series Due 1955, No. \_\_\_\_\_

THE KANSAS ELECTRIC POWER COMPANY

BY \_\_\_\_\_  
Treasurer

(FORM OF REGISTRATION)

Notice-No writing below except by an officer of the Corporate Trustee.

Date of Registry	In whose name registered	Registrar

WHEREAS, the fully registered (i.e. registered as to both principal and interest) bonds of the 4 1/2% Series due 1955, if any be issued, and the certificate of the Corporate Trustee and certain legends to be endorsed on said bonds are to be substantially in the following form:

(Form of Registered Bond of 4 1/2% Series Due 1955)  
United States of America  
State of Kansas

NO \_\_\_\_\_

The Kansas Electric Power Company (hereinafter called the "Company") a corporation organized and existing under the laws of the State of Kansas, for value received acknowledges itself indebted and hereby promise to pay to \_\_\_\_\_ or registered assigns, \_\_\_\_\_ Thousand Dollars on the first day of August, 1955, unless this bond be sooner redeemed as hereinafter provided, and to pay interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_ until payment of the principal hereof, at the rate of four and one half per centum per annum, semi-annually, on the first day of February, and the first day of August, in each year. 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 registered 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, 4 1/2% 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 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 Trustee 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 4 1/2% 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 after August, 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. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of and on account of the principal and interest due hereon and for all other purposes. This bond is transferable only by the registered owner hereof in person, or by his attorney duly authorized, on registry books to be kept for the purpose at the office of the Corporate Trustee, in the City of New York, as registrar for the Company, upon surrender and cancellation hereof, and a new registered bond will be issued to the transferee in exchange therefor. Upon transfer, the new bond shall be dated as of the date of issue, and shall bear interest from the interest payment date next preceding such date (except that if any such bond shall be issued on any interest payment date in any year it shall bear interest from its date) and no adjustment for interest shall be made by the Company in respect of any bond surrendered for transfer for any portion of any interest period in which the bond is so surrendered for transfer. This bond, with others in like form, may in like manner be exchanged for one or more new registered bonds of higher or lower denominations of One Thousand Dollars (\$1000) or authorized multiples thereof, but of the same aggregate principal amount; or the registered holder of this bond, at his option, may surrender the same for cancellation in exchange for a like amount of the principal thereof in coupon bonds, with coupons attached, maturing on and after the next ensuing interest date, 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 hereon, 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 or 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 here-