

MORTGAGE RECORD No. 79

515

STATE OF KANSAS,
Osage County,) ss.

BE IT REMEMBERED, That on this 23d day of April, A. D. 1936 before me, J. A. Kesler, a Notary Public in and for said County and State, came Lydia A. Sinclair and Ross Sinclair, her husband, to me personally known to be the same persons 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 aforesaid.

(SEAL) My Commission Expires July 12th, 1939

J. A. Kesler
Notary Public.

Recorded June 4, 1936 at 9:45 A.M.

Harrell A. Beck Register of Deeds.

Receiving No. 2454

MORTGAGE

THIS INDENTURE dated as of the 15th day of March, 1936, by and between THE CENTRAL WEST UTILITY COMPANY (OF KANSAS), a corporation organized and existing under the laws of Kansas, hereinafter called the "Company", party of the first part, and THE FIRST NATIONAL BANK OF KANSAS CITY, Kansas City, Missouri, a corporation organized under the national banking laws of the United States of America, as Trustee, party of the second part, WITNESSETH:

WHEREAS, the Company is, amongst other things, duly authorized to own and operate plants, pipe lines and systems for the distribution and sale of natural gas, and has the power to borrow money and give its obligations therefor and secure the same by mortgage and deed of trust upon all of the Company's property now owned and hereafter acquired, including its franchises, rights and privileges, in the form hereinafter contained; and

WHEREAS, the Company desires to provide means for the acquisition of new or additional properties and for future betterments, extensions, improvements and additions of and to its system, plants and properties and to refund its presently outstanding notes, and to provide for the payment of other sums to be from time to time expended all for its corporate purposes, and eventually to provide for the refund of bonds issued under the terms of this Mortgage as may be desirable or necessary in the judgment of its board of directors, and intends so to provide by the execution and delivery of this mortgage upon all of its properties, rights, privileges and franchises now owned and hereafter acquired, and by the issuance of bonds hereunder; and

WHEREAS, bonds to be issued under this Mortgage are to be issuable in series commencing with Series A; and

WHEREAS, provisions of the bonds of Series A are hereinafter set forth, and bonds of each such other series are to mature on such date or dates not earlier than March 15, 1946, and to bear interest at such rate payable semi-annually to this date, or enjoy or be subject to such provisions in regard to redemption and sinking fund and in other respects, all as shall be determined for each Series by the board of directors of the Company prior to the authentication of any bonds of any Series, and as shall be expressed in the bonds of each particular Series; and

WHEREAS, the bonds, the coupons to be attached thereto, and the Trustee's certificate are to be, in respect of the subject matter of the several texts here following, substantially in the following general forms (the blanks being appropriately filled), provided, nevertheless, that any of the bonds may contain or bear such endorsements as are or may be required to conform to usage;

(General form of Bond)

No.

\$

UNITED STATES OF AMERICA
State of Kansas
THE CENTRAL WEST UTILITY COMPANY (OF KANSAS)
(Here will appear title of bond)
Series

THE CENTRAL WEST UTILITY COMPANY (OF KANSAS) (hereinafter called the "Company"), a Kansas corporation, for value received, hereby promises to pay to bearer or, if this bond be registered, to the registered holder hereof, on the day of Dollars (\$....) in lawful money of the United States of America, and to pay interest on said sum from the date hereof at the rate of per cent per annum, payable semi-annually on the day of and on the day of of each year, until payment of said principal sum, but only upon presentation and surrender of the interest coupons hereto appertaining as they severally mature.

(Here will follow designation of place or places of payment of principal and interest)

This bond is one of a series designated Series..... of a duly authorized issue of bonds of the Company issued and to be issued under and pursuant to and all equally secured by a mortgage dated March 15, 1936, (hereinafter referred to as the "Mortgage") duly executed and delivered by the Company to The First National Bank of Kansas City, Kansas City, Missouri, as Trustee (the term Trustee where used herein referring to The First National Bank of Kansas City or its successor in trust), to which Mortgage, including all mortgages supplemental thereto, reference is hereby made for a description of the property mortgaged, the nature and extent of the security, and the rights of the holders of said bonds, and of the Trustee in respect to said securities. Said bonds are issuable in successive series which may vary as to date, amount, rate of interest and in other ways in said mortgage provided.

(Here will follow provision, if any, with respect to redemption)

(Here will follow provision, if any, with respect to sinking fund)

(Here will follow provision, if any, with respect to conversion of bonds)

In case any event of default as defined in said Mortgage shall occur, the principal of this bond may become or be declared due and payable, prior to maturity by lapse of time, in the manner, with the effect, and subject to the conditions provided in said mortgage.

This bond shall pass by delivery unless it is registered as to principal in the name of the owner upon the books of the Company at the office of the Trustee, and such registry shall be noted hereon by the Trustee. After such registry no transfer hereof shall be valid unless made on said books by the registered owner in person or by attorney duly authorized in writing and similarly noted hereon; but this bond may be discharged from registry by transfer in like manner to bearer, and thereupon transferability by delivery shall be restored and it may again from time to time be registered or transferred to bearer as before. Such registry, however, shall not affect the negotiability of the coupons hereto appertaining, which shall continue to be payable to bearer and transferable by delivery, and the payment thereof to bearer shall fully discharge the Company in respect to interest therein mentioned.

(Here will follow provisions, if any, in respect of exchangeability and interchangeability of bonds)

No recourse shall be had for the payment of the principal of or the interest on this bond, or of any claim based hereon in respect hereof, or of said Mortgage against any stockholder, officer or director of the Company, or of any successor corporation, either directly or through the Company or through a receiver or trustee in bankruptcy, whether by virtue of any statute or rule of law or by the enforcement