

MORTGAGE RECORD No. 79

of any assessment or penalty, or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived.

Neither this bond nor any coupon hereto appertaining shall become valid or obligatory for any purpose until this bond shall have been duly authenticated by the execution of the certificate hereon endorsed by the Trustee under said Mortgage.

IN WITNESS WHEREOF, The Central West Utility Company (of Kansas) has caused these presents to be signed by its President, or by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or by one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be attached hereto, and this bond to be dated the.... day of.....

THE CENTRAL WEST UTILITY COMPANY (OF KANSAS) By:.....President
ATTENDED:Secretary
(General Form of Interest Coupon)

No.....
On the day of, The Central West Utility Company (of Kansas) will (here will appear expression "unless the bond hereinafter mentioned be called for redemption at an earlier date" if the bond be subject to redemption at the date specified in the coupon) pay to bearer at the office of (here will appear designation of place or places of payment of interest).....Dollars (\$.....), being six months interest then due on its Series.....Bond, No.....

THE CENTRAL WEST UTILITY COMPANY (OF KANSAS)
By:.....Treasurer
(Form of Trustee's Certificate)

This bond is one of the bonds described in the within mentioned Mortgage.
.....Trustee

and,
WHEREAS, to secure, the payment of the principal and interest of all of said bonds to be issued equally and ratably without preference, priority or distinction as to the participation in the lien, benefits and protection hereof of one bond over the other, irrespective of the varying and distinct provisions of the several series of such bonds, the stockholders and board of directors of the Company, at meetings duly called and held, did respectively duly resolve and determine that an indenture of mortgage and deed of trust of and upon all of the real and personal property, rights, privileges and franchises of the Company, whether now owned or hereafter acquired by it, in substantially the form of this Mortgage and containing in substance all of the covenants, conditions and provisions herein contained, should be executed in the name and on behalf of the Company by its President or by one of its Vice-Presidents, and under its corporate seal, attested and countersigned by its Secretary, and delivered to the Trustee herein mentioned; and

WHEREAS, the Company represents that all acts and things necessary to make said bonds, when executed by the Company and authenticated by the Trustee as in this Mortgage provided, the valid, binding, legal and negotiable obligations of this Company, and this Mortgage a valid mortgage or deed of trust to secure the payment of said bonds, have been done and performed and the execution and delivery of this Mortgage has been in all respects duly authorized;

NOW, THEREFORE, in order to secure the payment of the principal and interest of all bonds issued under this Mortgage according to their tenor and effect, and the terms of this Mortgage and the performance of the covenants and obligations herein contained, and in consideration of the acceptance by the Trustee of the trusts hereby created, of the purchase and acceptance of said bonds by the holders thereof and of One Dollar in hand paid by the Trustee to the Company upon the execution and delivery of this Mortgage, the receipt whereof is hereby acknowledged, the Company has granted, bargained, sold, warranted, conveyed, transferred and assigned, and by these presents does grant, bargain, sell warrant, convey, transfer and assign unto the Trustee, and its successors in trust, subject to the terms of this Mortgage, all and singular the property, rights, privileges and franchises of every kind of the Company, whether now owned hereafter acquired, including particularly the following, but reference to or enumeration of any particular kinds, classes or items of the property shall not be deemed to exclude from the operation of this Mortgage any kind, class, or item not so referred to or enumerated.

A. Except as hereinafter provided, all of the property, real, personal and mixed, including all rights, privileges, ordinances, concessions, easements, licenses, permits, liberties, immunities and franchises which the Company has heretofore acquired or may hereafter acquire, or to which it may hereafter become entitled, whether acquired pursuant to its charter powers or pursuant to such powers as they may be enlarged or hereafter exist; it being intended that all property, real, personal and mixed, of any and every kind and character which the Company now owns, and all property which it may hereafter acquire, shall except as herein provided, be subject to the lien of this Mortgage with like effect as though now owned by the Company and as though covered and conveyed hereby by specific and apt descriptions. There is, however, hereby expressly reserved, excepted and excluded from the lien and charge hereof all cash, accounts, receivable, materials and supplies held by the Company and not deposited with the Trustee hereunder pursuant to the provisions hereof;

B. All and singular the natural gas pipe lines, distribution systems and all other properties, contracts, franchises, easements, rights, privileges, equities and estates located in the State of Kansas, and sometimes more particularly described as follows:

I.
IN THE COUNTY OF DICKINSON, STATE OF KANSAS: ALL TRANSMISSION LINES AS FOLLOWS:
Herington line consisting of 1,452 feet of 6 inch pipe, extending from the east county line of Dickinson County, along the south line of Section 12, Township 16S, range 4E in Dickinson County, Kansas, to the eastern city limits of Herington, Kansas, all as shown on a map.

ALL BORDER STATIONS INCLUDING HOUSES, METERS, REGULATORS, PIPE AND FITTINGS AS FOLLOWS:
Herington Border Station

- ALL OF THE FOLLOWING EASEMENTS:
C. R. Rogers Dickinson 6-28-30 Lot 11, Block 20, Herington, Recorded in Book 100, page 304.
Mrs. Eugene Van Orsdol Dickinson 10-28-30 East 30 ft. Lot 11 of Lots 9 and 11, Block 17, Herington, Recorded Book 102, page 29.
H. E. Skelton, for and on behalf of the heirs of G. W. Skelton, deceased Dickinson 2-16-31 8 1/2 ft. of West 17 ft. Lot 5, and tract beginning at southwest corner Block 5, north eighty-one and one-half ft. west 25 feet southwest to a point fifty feet west of beginning thence east 50 feet to beginning, Block (5), Herington, Recorded Book 102, page 480.
Mrs. Lonnie Woods Dickinson 9-1-35 Lot 2, Block 127, Herington, more particularly described in deed of conveyance from Robert E. Rosewald to Central West Utility Company (of Kansas) dated September 16, 1935, recorded in office of the Register of Deeds February 10, 1936, in Book 99, page 247, instrument No. 7214.
H. L. Kurtenbach et al Dickinson 9-1-35 Lot 4, Block 7, Thompson Addition, Herington, more particularly described in deed of conveyance from Robert E. Rosewald to The Central West Utility Company (of Kansas), dated September 16, 1935, recorded in office of the Register of Deeds February 10, 1936, in Book 99, page 247, instrument No. 7214.