

MORTGAGE RECORD No. 79

Name of Municipality or Corporation	County	Grantee	Date of Issuance
Bonner Springs	Wyandotte	J. H. Moore, Jr.	Aug. 7, 1928
Council Grove	Morris	C. A. Nicoll	Apr. 15, 1926
DeSoto	Johnson	C. A. Nicoll	July 15, 1929
Endora	Douglas	C. A. Nicoll	July 18, 1929
Florence	Marion	C. A. Nicoll	March 4, 1926
Herington	Dickinson	C. A. Nicoll	Apr. 13, 1926
Hillsboro	Marion	C. A. Nicoll	July 23, 1925
The Lake of the Forest Club	Wyandotte	C. A. Nicoll	Mar. 18, 1930
Lincolnville	Marion	C. A. Nicoll	Jan. 20, 1930
Lost Springs	Marion	C. A. Nicoll	Jan. 6, 1930
Marion	Marion	C. A. Nicoll	Apr. 12, 1926
Peabody	Marion	C. A. Nicoll	Mar. 23, 1926
Ramona	Marion	C. A. Nicoll	Jan. 23, 1930
Tampa	Marion	C. A. Nicoll	Jan. 6, 1930
White City	Morris	C. A. Nicoll	Nov. 13, 1928
Wilsey	Morris	The Wilsey Light & Fuel Company	June 8, 1922

C. (1) First Mortgage note of Brndi Oil & Gas Company in the principal sum of \$50,000.00, due October 1, 1945, with interest at the rate of six per cent per annum, payable semi-annually, secured by deed of trust executed by Brndi Oil & Gas Company, a corporation, to Roy B. Thomson, as Trustee.

(2) 10,000 shares of common capital stock of Central West Utility Company of Missouri of the par value of \$10.00 per share.

(3) Series A, 6% Ten Year First Mortgage Bond (non-negotiable) of Central West Utility Company of Missouri, due March 15, 1946, in the principal amount of \$90,000.00, with interest payable semi-annually.

TO HAVE AND TO HOLD all and singular the said premises and property, real, personal and mixed, with all and singular their tolls, revenues, rents, issues, profits privileges and appurtenances, and all the estate, right, title and interest of the Company therein and thereto, unto the Trustee and its successors in trust forever; in trust, nevertheless, subject to the provisions of this Mortgage, for the equal and proportionate benefit, security and protection of all holders of the bonds and interest coupons issued and to be issued under and secured by this Mortgage, without preference, priority, or distinction as to lien or otherwise of any of the bonds over any of the others by reason of series, priority and time of issue, maturity, sale or negotiation thereof, or otherwise, for any cause whatsoever; provided, however, and these presents are upon the express condition that if the Company, its successors or assigns, shall well and truly pay, or cause or secure to be paid, the principal of the bonds and the interest due or to become due thereon at the times and in the manner mentioned in the bond and the respective coupons pertaining to the coupon bonds respectively according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all of the covenants and conditions in this Mortgage expressed to be kept, performed and observed by it, and shall pay to the Trustee all forms of money due or to become due to it in accordance with the terms and provisions hereof, then this Mortgage and the rights hereby granted shall cease, determine and be void, and the Trustee, in such case, on demand of the Company upon payment by the Company to the Trustee of its reasonable fees, costs and expenses, shall execute and deliver to the Company such deeds or discharges, as shall be requisite to discharge the lien hereof and to re-convey to or to re-vest in the Company the properties, permits and franchises hereby conveyed or intended to be conveyed; otherwise, this Mortgage to be and to remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that the Company has agreed and covenanted and does hereby agree and covenant and does hereby agree and covenant with the Trustee and with the respective holders from time to time of such bonds or coupons, or any thereof, as follows, that is to say:

ARTICLE I.

AMOUNT, MATURITY, FORM, REGISTRY AND EXCHANGE OF BONDS.

Section 1. This Mortgage shall be a continuing lien to secure the full payment of the principal and interest of all bonds executed, authenticated and delivered pursuant to the terms hereof without limit in aggregate principal amount and without priority as to the security afforded by this Mortgage of any bond over any other bond by reason of series, date of issue, date of maturity or any other characteristic whatsoever.

Section 2. The bonds issued under this Mortgage shall, from time to time, be executed on behalf of the Company by its President or by one of its Vice-Presidents, under its corporate seal, attested and countersigned by its Secretary or its Assistant Secretary, and shall be delivered to the Trustee, who shall authenticate the same pursuant to the provisions of this Mortgage but not otherwise, and shall deliver the same upon the order of the Company, signed by its President or by one of its Vice-Presidents. Only such bonds as shall bear thereon endorsed a certificate of authentication substantially in the form hereinbefore recited, executed by the Trustee, shall be secured by this Mortgage or be entitled to any right or benefit hereunder. Such authentication by the Trustee upon any such bond shall be conclusive evidence and the only evidence that the bond so authenticated has been duly issued hereunder and that the holder thereof is entitled to the benefit of the trusts hereby created.

Prior to the primary authentication of bonds hereunder all matured coupons attached shall be detached and canceled and delivered to the Treasurer of the Company or upon his written order.

Section 3. In case any person who shall have signed, attested or countersigned and sealed any bond issuable under this Mortgage, as an officer of the Company shall have ceased to be such officer before the bond so signed, attested or countersigned and sealed shall have been actually authenticated and delivered by the Trustee, such bond, nevertheless, may be authenticated and delivered and issued as though the person who signed, attested or countersigned, and sealed such bond had not ceased to be such officer of the Company.

Any bonds issuable hereunder may be signed, attested or countersigned and sealed in behalf of the Company by such persons as at the actual date of the execution of such bonds shall be the proper officers of the Company, although at the date of such bonds any such person shall not have been an officer of the Company.

The coupons to be attached to said bonds shall be authenticated by the facsimile signature of the present Treasurer or of any future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be actually authenticated and delivered.

Section 4. At the option of the Company, bonds issued hereunder may be issued in one or more series, each series being identified as an authorization of a specified date or period or by a letter of the alphabet or by some other proper designation. The general text of the bonds, the coupons and the Trustee's certificate on all bonds, irrespective of series, shall be respectively substantially of the tenor and purport of the general forms hereinbefore set forth in respect of the subject matter of the several texts of such forms, provided, nevertheless, that the texts of various series of bonds may as between series but not as to bonds of the same series differ in respect of the following characteristics:

- Title, provided that the title of each series of bonds shall be satisfactory to the Trustee;
- Date of issue;
- Date of maturity, provided, however, no series of bonds shall be issued maturing prior to March 15, 1946;
- Interest rate not exceeding eight per cent (8%) per annum, and interest payment dates;
- Inclusion of statement as to maximum aggregate principal amount of series;
- Right of redemption and redemption premium;
- Provisions in respect of sinking fund;