

MORTGAGE RECORD No. 79

- (aa) The gross receipts of the Company from whatsoever source derived;
- (bb) Such part of the gross receipts as constitute gross earnings of the Company determined in accordance with properly established accounting practice;
- (cc) Rentals and royalties expressed to be payable in money and accruing during such period;
- (dd) The operating expenses and expenses of repairs and maintenance of the Company;
- (ee) Any income, corporate and property taxes and fees pertaining to such period;
- (ff) Reasonable allowance in accordance with established accounting practice for depreciation and depletion of the Company's properties;
- (gg) Allowance for amortization of any discount or expenses involved in the sale by the Company of the bonds issued hereunder;
- (h) From time to time furnish to the Trustee such data as to the property and equipment of the Company (including descriptions, inventories and appraisals of all property of the Company and reports as to the physical condition and serviceability of such property) as the Trustee shall reasonably require. The Company further covenants that all books, documents and vouchers relating to the property, business and affairs of the Company shall at all reasonable times be open to the inspection of the accountants, or other agents which the Trustee may from time to time designate. Nothing in this Section contained shall, however, impose any obligation upon the Trustee to request any such inspection of books, records or statements. The Trustee shall not be under any duty with regard to any statement, compressors, pumps, pumping machinery, and all other machinery, fixtures and equipment, the right, title or interest of the Company in which is purported in this Mortgage to be included under the lien hereof, in good repair, working order and condition, that it will maintain, make or cause to be made all necessary and proper replacements, repairs, renewals and improvements so that the efficiency and value of the said mortgaged property shall not be impaired, and that it will from time to time make proper arrangements, by the drilling of new wells, by entering into additional gas leases and by entering into additional gas purchase contracts, so that the supply of gas available to the Company will be adequate;
- (i) That it will from time to time so far as it may lawfully so do, pay and discharge all mortgage, recording or filing taxes, however, any, and all taxes, assessments, and other charges which may be assessed or become liens upon the mortgaged property, and all taxes, assessments and other charges which shall at any time be or have been assessed, levied or imposed upon the Company or upon said mortgaged property or any part thereof, or upon the interest therein of the Trustee or of the holders of any bonds issued hereunder, and will make such payments or cause such payments to be made, respectively, from time to time, within thirty (30) days after the same shall become due and payable, and in due time to prevent any delinquency thereon or any forfeiture or sale of the mortgaged property, or any part thereof, and will produce to the Trustee, upon demand which demand the Trustee shall be under no duty to make, receipts for all such payments, or other evidence satisfactory to the Trustee, provided, however, that the Company shall not be required to pay any tax, assessment, rate or charge as herein provided as long as it shall in good faith contest the validity thereof.
- (j) That it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the mortgaged property, or any part thereof, or to the Company and the operation of its business and will maintain the said mortgaged property in full compliance therewith, and in condition requisite under the terms of all insurance policies on any building or other improvement now or hereafter located on said premises; provided, nevertheless, that the Company may in good faith contest the validity of any such acts, rules, regulations, orders and directions, and pending the determination of such contest may postpone compliance therewith, unless the rights or security of the Trustee are materially endangered. In the opinion of the Trustee, or of its counsel, that it will maintain its corporate existence and that it will maintain its license to do business and own property in the State of Kansas, and that it will comply with all the provisions of the laws of the said state and of the United States of America, failure to observe which shall constitute any grounds for the cancellation of its charter or termination of its corporate life, or for the restriction of its right to do business or own property, or for the restriction of its operations and activities.
- (k) That it will not consolidate or merge with any other corporation in any manner whereby the lien of this Mortgage or the rights of the Trustee or the holders of bonds issued hereunder shall in any manner be impaired.
- (l) That there are not now outstanding and that the Company will not at any time create or allow to accrue or exist lien prior to the lien of this Mortgage upon the mortgaged property or any part thereof.
- (m) That it will cause this Mortgage and every additional instrument which shall be executed pursuant to the provisions hereof, to be recorded, registered or filed and to be re-recorded, re-registered or refilled both as a mortgage of real estate and of personal property, in such manner, in such offices and places and at such times, and as often, as may be permitted or required by law and as may be necessary to preserve, maintain, continue and protect the security of the bonds the superior lien hereof on the mortgaged property, and the rights and remedies of the Trustee and of the bondholders; and that it will furnish satisfactory evidence thereof to the Trustee.

CORRECTION FOR PAGE 521, OF THIS INSTRUMENT

Aug. J. Schwertner, Marion 6-1-30
as Bishop of Wichita,
James Moore and Anna
Moore, Ed N. Hackler and
Martin S. Hackler and
Martha S. Hackler

The Tampa Cooperative Assn., Marion 7-3-30
D.S. Rhode

Part of Northeast one-quarter Section 25, Township 17,
Range 2, in Block 1, Fairview Add. to Tampa, Kansas, more
particularly described in deed of conveyance from Robert
E. Rosenwald to The Central West Utility Company (of
Kansas), dated September 16, 1935, recorded in office of
the Register of Deeds February 17, 1936, in Book MSO, page
52, instrument No.

Lots 5, 6, 7, 8, 9, 10, 11, 12, E & F Block 11, W 3/5
block 11, Tampa, Kansas, more particularly described in
deed of conveyance from Robert E. Rosenwald to The
Central West Utility Company (of Kansas), dated September
16, 1935, recorded in office of the Register of Deeds
February 17, 1936, in Book MSO, page 52, instrument No.
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