

# MORTGAGE RECORD 83

Reg. No. 899~  
Fee Paid \$12,500.00~

**MORTGAGE INDENTURE**

THIS INDENTURE, dated the first day of December, 1936, but actually executed this 18th day of December, 1936, made and entered into by and between THE KANSAS ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter commonly referred to as the "Company"), and BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York and having its principal office or place of business in the Borough of Manhattan in the City and State of New York (hereinafter commonly referred to as the "Trustee") and R. GREGORY PAGE, of the City of Plainfield, County of Union, State of New Jersey (hereinafter commonly referred to as the "Co-Trustee"), the Trustee and the Co-Trustee being hereinafter commonly referred to as the "Trustees", Witnesseth:

WHEREAS, the Company owns and possesses the property hereinafter described, together with certain franchises, permits, rights and privileges, and has legal authority to make and execute this indenture of mortgage or deed of trust upon all such property, franchises, permits, rights and privileges, and to issue its bonds as herein provided; and

WHEREAS, the Company desires to provide funds for its corporate purposes and to that end, pursuant to resolutions regularly adopted by its Board of Directors and by its stockholders at meetings duly and regularly called and held for the purpose, has duly determined to borrow money and for that purpose to issue its bonds (hereinafter sometimes referred to as the "bonds") to be secured by this indenture of mortgage or deed of trust (hereinafter sometimes referred to as the "Indenture") on the properties of the Company, as hereinafter provided, said bonds to be issued from time to time in one or more series commencing with Series A, but subject to the restrictions and provisions contained in this Indenture with respect thereto, the bonds of each series to be in coupon form with interest coupons attached (hereinafter referred to as coupon bonds), and also, at the option of the Company, in fully registered form without coupons (hereinafter referred to as registered bonds), and (except the bonds of Series A, which shall be as hereinafter provided) to bear such date, to be payable on such date, or in case of serial maturities on such dates, and at such place or places, to bear interest at such rate payable at such time or times and at such place or places, to bear such designation or title herein provided for, and to contain such provisions, if any, with respect to tax exemptions, tax reimbursements, redemption, medium of payment, sinking fund, conversion into stock or other securities of the Company, limitations as to aggregate principal amount of bonds of such series issuable and/or other characteristics not in conflict with the terms of this Indenture, as the Board of Directors shall determine with respect to each successive series prior to the authentication of any bonds thereof; and

WHEREAS, each of the coupon bonds of Series A is to be substantially in the following form, to-wit:

(Form of Coupon Bond of Series A)

No. \_\_\_\_\_ \$ \_\_\_\_\_

THE KANSAS ELECTRIC POWER COMPANY  
First Mortgage Bond, Series A  
Due December 1, 1966

The Kansas Electric Power Company, a Kansas corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of \_\_\_\_\_ Dollars on the first day of December, 1966, and to pay interest thereon from December 1, 1956, at the rate of three and one-half per centum per annum, payable half-yearly on the first day of June and the first day of December in each year, until said principal sum is paid. The installments of such interest falling due at or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, 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, or, at the option of the holder, in like coin or currency, at the office or agency of the Company in the City of Chicago, State of Illinois. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust (hereinafter referred to as the "Indenture") dated December 1, 1956, given by the Company of Bankers Trust Company (hereinafter sometimes referred to as the "Trustee") and R. Gregory Page, as Trustees, to which Indenture reference is hereby made 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 Trustees and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, medium of payment and in other respects as in the Indenture provided. At the option of the Company and upon the notice and in the manner and with the effect provided in the Indenture, any or all of the bonds of Series A, of which this is one, may be redeemed by the Company at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date of redemption and, if redeemed on or before November 30, 1961, a premium equal to a percentage of the principal determined as follows: five per centum if redeemed on or before November 30, 1941; four per centum if redeemed after November 30, 1941, but on or before November 30, 1946; three per centum if redeemed after November 30, 1946, but on or before November 30, 1951; two per centum if redeemed after November 30, 1951, but on or before November 30, 1956; and one per centum if redeemed after November 30, 1956, but on or before November 30, 1961. If redeemed subsequent to November 30, 1961, no premium shall be payable. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal or of interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond shall pass by delivery unless registered as to principal in the holder's name at the principal office or place of business of the Trustee in the Borough of Manhattan, The City of New York, State of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not effect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be

*In Supplement No. Nov 16-83 page 172?  
for statement see Bant 96 page 50  
for balance see Bant 96 page 50  
FOR NATAL ALIASEE STL ROK 93 May 8*