

## MORTGAGE RECORD 83

pon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, The Kansas Electric Power Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE KANSAS ELECTRIC POWER COMPANY,

By \_\_\_\_\_ President.

Attest:

\_\_\_\_\_  
Secretary.

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds without coupons of each and every series issued under and secured by this Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

Trustee's Certificate

This bond is one of the bonds of the series, designated therein, described in the within mentioned Indenture.

BANKERS TRUST COMPANY,  
As Trustee.  
By \_\_\_\_\_  
Assistant Secretary.

AND WHEREAS, the bonds of each series other than Series A and the interest coupons to be attached to the coupon bonds of each such series, are to be substantially in the forms above set forth respectively, with such modifications thereof and additions thereto or eliminations therefrom, authorized or permitted by this Indenture as to any particular series, as in the opinion of the Trustee and of the Board of Directors of the Company at the time may be necessary or proper by reason of the terms under which the bonds of any such series are issued;

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Company, and to constitute this Indenture a valid mortgage or deed of trust to secure the payment of the principal of and interest on all bonds issued hereunder, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution and issue of bonds subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase of the bonds by the holders thereof, and of the sum of One Dollar (\$1.00) duly paid by the Trustees to the Company, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and interest on all bonds which shall be issued hereunder, and for the purpose of securing the faithful performance and observance of all the covenants and conditions hereinafter, and/or in any supplemental indenture, set forth, the Company has given, granted, bargained, sold, transferred, assigned, pledged, mortgaged, warranted the title to and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, pledge, mortgage, warrant the title to and convey unto the Bankers Trust Company and R. Gregory Page, as Trustees, as herein provided, and their successors in trust hereby created, and to their assigns, all the right, title and interest of the Company in and to any and all premises, plants, property, franchises, permits and rights of every kind and description, real and personal, now owned or hereafter acquired by the Company, together with the rents, issues and profits therefrom, excepting, however, and there is hereby expressly reserved from the lien and effect of this Indenture, all right, title and interest of the Company, now or hereafter acquired, in and to (a) all cash, bonds, stocks, obligations and other securities not deposited with the Trustee or Trustees under this Indenture, and (b) all accounts and bills receivable, judgments (other than for the recovery of real property or establishing a lien or charge thereon or right therein) and choses in action not specifically assigned to and pledged with the Trustee or Trustees hereunder, and (c) all lamps and supplies, machinery, appliances, goods, wares, merchandise, commodities, equipment, apparatus, materials and/or supplies acquired or manufactured by the Company for sale or consumption in the ordinary course of business or not in use or connected as fixtures with its own plants and (d) the last day of each of the demised terms created by any lease of property now leased to the Company, and the last day of any demised term under each and every lease hereafter made or acquired by the Company and under each and every renewal of any lease, the last day of each and every such demised term being hereby expressly reserved to and by the Company.

Without in any way limiting or restricting the generality of the foregoing description, or the foregoing exception and reservation, the Company hereby expressly gives, grants, bargains, sells, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustees the following described property located in the counties of Atchison, Butler, Chase, Coffey, Douglas, Elk, Greenwood, Jefferson, Johnson, Labette, Leavenworth, Lyon, Morris, Neosho, Osage, Shawnee, Wilson, Woodson, and Wyandotte, in the State of Kansas, together with the tenements, hereditaments and appurtenances thereunto belonging or pertaining, to-wit:

First. (A) The following described electric transmission lines of the Company located in the State of Kansas, to-wit:

Item 1. The 66,000 volt single circuit wood pole transmission line running from the Company's substation in the City of Lawrence, Douglas County, westerly through Douglas and Shawnee Counties, to the plant of The Kansas Power & Light Company in the unincorporated village of Tecumseh, in Shawnee County.

Item 2. The 33,000 volt single circuit wood pole transmission line running from the Company's substation in the City of Lawrence, Douglas County, easterly through Douglas, Leavenworth and Wyandotte Counties, to the City of Bonner Springs in Wyandotte County; together with a branch line running northerly to the City of Tonganoxie in Leavenworth County.

Item 3. The 33,000 volt single circuit wood pole transmission line running from the Company's substation in the City of Bonner Springs, Wyandotte County, northwesterly through Wyandotte County to Stone Station in Leavenworth County, thence north through Leavenworth County to the Company's plant in the City of Leavenworth in Leavenworth County.