

DOUGLAS COUNTY

Knauber land to the place of beginning, all in the City of Council Grove.

Item 2. Beginning Eighty (80) rods Four and One-half (4½) links East of the Northwest corner of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Sixteen (16), Range Eight (8) East of the 6th P. M. var. ten (10) degrees thirty (30) minutes East, thence South Three Hundred (300) feet, thence East at right angles Two Hundred Eighty-six (286) feet and eight (8) inches, thence North at an angle of Forty-five (45) degrees Fifteen (15) minutes West Three Hundred Eighty-five (385) feet, thence West Seventy-three (73) feet ten (10) inches to place of beginning, containing One and One-quarter (1¼) acres, more or less; also a tract of land Fourteen (14) feet wide and Three Hundred (300) feet long, more or less, lying immediately East and adjoining the tract of land deeded to Anne Knauber by Benjamin R. Scott and Rachel E. Scott on the 10th day of December, 1887, and recorded in Volume 5, at Page 103 of the Deed Records of Morris County, Kansas, said tract of land not to extend beyond the limits of the first described tract of land, all in the City of Council Grove.

Item 3. Lot Four (4), Block Nineteen (19), in the City of Council Grove according to the recorded plat of said City.

Ninth. The following described real estate situated in Wyandotte County, Kansas:

Item 1. Beginning at the Northwest corner of Lot Number Six (6), Block Number Seven (7), Tiblow, now a part of the City of Bonner Springs, thence Northeasterly along the Southeasterly line of Second Street, fifty-four (54) feet, thence Southeasterly at right angles parallel with Oak Street One Hundred Fifty (150) feet, thence Southwesterly at right angles and parallel with Second Street Fifty-four (54) feet, to the Southwest corner of said Lot Number Six (6), thence Northwesterly along the Southeasterly side of said Lot Number Six (6), One Hundred Fifty (150) feet to the point of beginning, being a part of Lot Number Six (6), Block Number Seven (7), Tiblow, now a part of the City of Bonner Springs, according to the recorded plat thereof.

Item 2. All of Lot One (1) and the North Fifty-nine (59) feet of Lot Two (2) of Clark's Subdivision of Lots Seven (7) and Eight (8), of Block Three (3) of Oak Ridge Addition to Bonner Springs, as shown on the recorded plat thereof, and as of record in Plat Book Ten (10) at Page Sixty-two (62) of the records in the office of the Register of Deeds of Wyandotte County, Kansas; less the following described part of said Lot Two (2), to-wit: Beginning at the Northeast corner of Lot Five (5) of Philo M. Clark's Subdivision of Lots Seven (7) and Eight (8), Block Three (3), Oak Ridge Addition to Bonner Springs, as shown on the recorded plat thereof; thence North, parallel with Emerson Avenue, on the East line of said Lot Five (5) produced North, Thirty-one (31) feet and Five (5) inches; thence West Forty-five (45) feet and Seven (7) inches to the Northwest Corner of said Lot Five (5); thence South-east, on the North line of said Lot Five (5), Fifty-five (55) feet to the point of beginning; and also less all that part of Lot Six (6) of Clark's Subdivision of Lots Seven (7) and Eight (8), Block Three (3), Oak Ridge Addition to Bonner Springs, as shown on the recorded plat thereof, bounded and described as follows, to-wit: Beginning at the Northwest Corner of said Lot One (1) of Clark's Subdivision of Lots Seven (7) and Eight (8), Block Three (3), Oak Ridge Addition to Bonner Springs; thence West, on the North line of said lot, Twelve and One-half (12½) feet; thence South, parallel with the West line of said Lot One (1), Fifty-three and Two tenths (53.2) feet; thence East Twelve and One-half (12½) feet to the Southwest corner of said Lot One (1); thence North, on the West line of said Lot One (1), Fifty-three and Two-tenths (53.2) feet, to the point of beginning.

Item 3. The Northwest Twenty (20) feet of Lot Eighteen (18) and all of Lot Nineteen (19) in Block Six (6) Tiblow, an addition to and now a part of the City of Bonner Springs, according to the recorded plat thereof.

Item 4. All of that part of Lot Six (6), of Block Seven (7), Tiblow, now a part of Bonner Springs, as shown on the recorded plat thereof, described as follows, to-wit: Commencing at the East corner of Lot Six (6), Block Seven (7), Tiblow, and a point common to said Lot Six and Lot Five of said Block and on the Southwesterly line of Cedar Street in Bonner Springs; thence Northwesterly, along the Northeasterly side of said Lot Six (6), Ninety (90) feet; thence Southwesterly, parallel with Second Street, Eighty-three and One-half (83½) feet; thence Southeasterly, parallel with Cedar Street, Ninety (90) feet to the Southeasterly line of said Lot Six (6); thence Northeasterly along the Southeasterly side of said Lot Six (6), Eighty-three and One-half (83½) feet to the point of beginning.

Tenth. Any and all cash, stocks, bonds, obligations, securities and property hereinabove expressly reserved or excepted from the lien hereof which may be, notwithstanding such exception or reservation, from time to time hereafter by delivery or by writing of any kind for the purposes hereof deposited with or assigned or transferred to and pledged with the Trustee or the Trustees by the Company or by any one on its behalf or with its written consent, and the Trustee or the Trustees are hereby authorized at any and all times to receive and to hold, in accordance with the terms and provisions of such deposit and pledge, any such property as and for additional security.

TO HAVE AND TO HOLD all said property, rights and interests hereby conveyed, assigned, pledged or mortgaged, unto the Trustees, their successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued hereunder, pursuant to the provisions hereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of this Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over any other or others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as herein otherwise expressly provided; but so that each and every bond now or hereafter issued hereunder shall have the same lien, and so that the interest and principal of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery hereof.

And it is expressly declared that all bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interest hereby mortgaged or pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, that is to say:

ARTICLE 1

Form, Execution, Registration and Interchange of Bonds.

SECTION 1. The bonds shall be issued from time to time in any number of different series, as the Board of Directors of the Company may determine. The bonds of each series (excepting the bonds of Series A, which shall be as herein provided) shall (a) bear such date, (b) be payable on such date, or, in case of serial maturities, on such dates, and at such place or places, (c) bear interest at such rate, payable at such time or times and at such place or places, (d) bear such designation or title herein provided for, (e) 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, limitation of the aggregate principal amount of bonds of such series to be issued, and/or