

MORTGAGE RECORD 83

SECTION 3. The Trustees are authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the Trustees, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the particular series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series issued thereafter, if deemed necessary or desirable by the Trustees.

ARTICLE XVII

Miscellaneous Provisions

All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the bonds and of the coupons hereby secured.

Any notice to the Company under any provisions of this instrument shall be sufficiently given if served personally upon any officer of the Company or deposited in the mails, postage prepaid, addressed to the Company at Lawrence, Kansas.

Whenever in this Indenture any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all of the covenants, promises and agreements in this Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not; but the provisions of this paragraph shall not be deemed to subject to the lien hereof the property of any successor corporation not acquired from the Company and not then subject to the lien hereof, unless it shall have expressly agreed that such shall be the case, in the manner provided in Article XIV hereof.

The headings of the different Articles of this Indenture are inserted for convenience of reference, and are not to be taken to be any part of these provisions, nor to control or affect the meaning, construction or effect of the same.

This Indenture may be simultaneously executed in any number of counterparts, and all said counterparts, executed and delivered each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said The Kansas Electric Power Company has caused this instrument to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Bankers Trust Company, to evidence its acceptance of the trust hereby created, has caused this instrument to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said R. Gregory Page, to evidence his acceptance of the trust hereby created, has signed and sealed this instrument, in several counterparts, all as of the day and year first above written.

THE KANSAS ELECTRIC POWER COMPANY

By GEO. A. MILLS,
President (CORP. SEAL)

ATTEST:

Lloyd S. Purcell,
Secretary.

BANKERS TRUST COMPANY,

By E. E. Beach,
Vice-President. (CORP. SEAL)

ATTEST:

L. H. Plumb,
Assistant Secretary.

R. GREGORY PAGE.

STATE OF ILLINOIS } SS
COUNTY OF COOK }

BE IT KNOWN that on this 18th day of December, A.D. 1936, before me, a Notary Public, in and for said County and State, duly commissioned and qualified, appeared Geo. A. Mills, President, and Lloyd S. Purcell, Secretary, of The Kansas Electric Power Company, one of the corporations described in, and which executed the foregoing instrument, personally known to me to such President and Secretary, and to be the same persons who executed the foregoing instrument for and on behalf of said The Kansas Electric Power Company, and whose names are subscribed thereto, and having been by me duly sworn, severally acknowledged that they signed, sealed, executed and delivered such instrument as such President and Secretary, respectively, as and for the free and voluntary act and deed of said The Kansas Electric Power Company for the uses and purposes therein set forth, and that they and each of them did depose and say that they were respectively the President and Secretary of said The Kansas Electric Power Company; that they knew the corporate seal of the said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was so affixed by order of the Board of Directors of said Company, and that they signed their respective names thereto as such President and Secretary by like order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first in this, my certificate, written.

(SEAL)

My commission expires February 19, 1938.

ANDREW J. FITZSIMONS,
Notary Public.