

MORTGAGE RECORD 83

or hereafter placed upon any of the real estate mentioned, described, or referred to in this Mortgage, or hereafter acquired by the Mortgagor, with the fixtures, tenements, hereditaments, and appurtenances thereunto appertaining or belonging;

II

All right, title, and interest of the Mortgagor in and to any and all permits, grants, privileges, rights-of-way, tenements, and easements now owned, held, leased, enjoyed, or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed, or exercised by the Mortgagor for the purposes of, and in connection with, the erection, construction, operation, or maintenance by or on behalf of the Mortgagor of any and all transmission and distribution lines or systems for the transmission or distribution of electric energy, whether underground or overhead or otherwise, wherever located, including, without limitation, the transmission and distribution lines or systems hereinafter mentioned, described or referred to;

III

All right, title, and interest of the Mortgagor in and to any and all licenses, franchises, ordinances, privileges, or permits heretofore granted, issued, or executed, or which may hereafter be granted, issued, or executed, to it or to its assignors by the United States of America, or by any State, or by any county, township, municipality, village, or other political subdivision thereof, or any agency, board, commission, or department of any of the foregoing, authorizing the erection, construction, operation, or maintenance of the transmission and distribution lines or systems, or any part thereof, heretofore or hereafter erected, constructed, operated, or maintained by or on behalf of the Mortgagor, for the transmission or distribution of electric energy, including, without limitation, the transmission and distribution lines or systems hereinafter mentioned, described, or referred to, in so far as the same may by law be assigned, granted, transferred, mortgaged, or pledged;

IV

All right, title, and interest of the Mortgagor in and to any and all electric generating plants and any and all transmission and distribution lines or systems for the transmission or distribution of electric energy, whether underground or overhead or otherwise, and whether the same are now owned, erected, or constructed, or shall be hereafter owned, erected, or constructed, together with any and all property of every nature and description used or acquired for use in connection therewith, wherever located, including, among other items, all substations, service and connecting lines, poles, posts, cross-arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulations, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, supplies, machinery, tools, equipment, wagons, carriages, trucks, automobiles, tractors, horses, and mules, the foregoing description to include, without limitation, the transmission and distribution lines or systems proposed to be erected and constructed by or on behalf of the Mortgagor, pursuant to a certain Construction Loan Contract dated October 1, 1937, between the Mortgagee and the Mortgagor (hereinafter called the "Construction Loan Contract"), and with the funds advanced or to be advanced to the Mortgagor by the Mortgagee in consideration of the Note hereinabove referred to and secured hereby, in any one or more of the Counties of Douglas, Jackson, Osage, Shawnee and Wabaunsee, in the State of Kansas;

V

All right, title, and interest of the Mortgagor in, to, and under any and all contracts now or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase by the Mortgagor of electric energy at wholesale;

VI

All tolls, rents, issues, income, revenues, earnings, profits, benefits, and additions derived, received, or had from any and all property of the Mortgagor of every nature and description, whether now owned or hereafter acquired, erected, or constructed;

VII

Also, all other property, real, personal, or mixed, tangible or intangible, of every kind, nature, and description, and wheresoever situate, now owned or hereafter acquired by the Mortgagor; it being the intention hereof that all property, real, personal, and mixed, acquired, or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein.

TO HAVE AND TO HOLD all and singular the Mortgaged Property to the Mortgagee and its assigns forever, to secure equally and ratably the payment of the principal of and the interest on the Note and all additional notes, limited as aforesaid, and all renewal and substituted notes, when and if executed and delivered, according to the tenor and effect thereof, without preference, priority, or distinction of the Note over additional notes or renewal or substituted notes, or of additional notes or renewal or substituted notes over the Note or over one another, by reason of the priority of execution or delivery thereof or otherwise, and to secure the due performance of the covenants, agreements, and provisions herein contained, and for the uses and purposes and upon the terms, conditions, provisos, and agreements hereinafter expressed and declared.

ARTICLE I

NOTES SECURED AND SUPPLEMENTAL MORTGAGES

Section 1.- The Note, in the principal amount and in the form hereinbefore recited, executed by the Mortgagor, has been delivered to the Mortgagee contemporaneously with, and is secured by, this Mortgage.

Section 2.- The Mortgagor, when authorized by resolution of its board of directors, may from time to time execute and deliver to the United States of America additional notes to secure loans for the purposes aforesaid substantially in the form of the Note hereinbefore recited, with appropriate insertions, variations, and omissions therein with respect to date, principal amount, interest rate, maturity, and other terms as shall be specified in such resolution, provided, however, that the aggregate principal amount of all notes secured hereby, including additional notes, shall not at any time exceed one million dollars (\$1,000,000). The Mortgagor, when authorized by resolution of its board of directors, may also, from time to time, execute and deliver notes in renewal of or substitution for the Note or additional, renewal, or substituted notes theretofore executed and delivered, and the Note, the additional notes, and such renewal and substituted notes, when and if executed and delivered, shall be equally and ratably secured by this Mortgage without preference, priority, or distinction as aforesaid, of the Note over additional notes or renewal or substituted notes, or of additional notes or renewal or substituted notes over the Note or over one another, by reason of priority of execution or delivery, or otherwise; provided, however, that no such additional note or renewal or substituted note shall in any event mature more than forty (40) years after the date of this Mortgage.

Section 3.- The Mortgagor, when authorized by resolution of its board of directors, shall from time to time execute, acknowledge, deliver, record, and file mortgages supplemental hereto, which thereafter shall form a part hereof, for the purpose of confirming this Mortgage as security for any additional note or notes or any renewal or substituted note or notes executed and delivered by the Mortgagor as herein