

# MORTGAGE RECORD 83

395

Notary Public, Kings County, New York  
 Register's No. 9016 Certificates filed in  
 New York County Clerk's No. 83 Register's No. 9-W-59  
 Bronx County Clerk's No. 5 Register's No. 7-W-39  
 Commission Expires March 30, 1939.

(SEAL)

Recorded February 21, 1938 at 1:15 P.M.

*Harold A. Beck* Register of Deeds.

This is a Chattel Mortgage as well as a Mortgage upon Real Estate and Other Property. Reg. No. 1371  
 Receiving No. 5596 < INDENTURE OF MORTGAGE Fee Paid \$375.00

INDENTURE, dated for convenience as of January 1, 1936, although executed and delivered at a later date, between KANSAS PUBLIC SERVICE COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "corporate Trustee"), and CARL E. BUCKLEY, of Great Neck, Nassau County, New York (hereinafter called the "individual Trustee")- the corporate Trustee and the individual Trustee being hereinafter sometimes collectively called the "Trustees", as Trustees, parties of the second part:

WHEREAS, the Company deems it necessary from time to time to borrow money for its corporate purposes and to issue its bonds therefor and also deems it necessary from time to time to issue its bonds for refunding and other corporate purposes, as hereinafter provided, and to mortgage and pledge its property hereinafter described to secure the payment of all said bonds, and to that end has authorized the issue of its bonds, not limited in aggregate principal amount except as hereinafter otherwise provided, to be issued in one or more series, to be designated generally as its First Mortgage Bonds (hereinafter called the "Bonds"), all such Bonds to be authenticated by the certificate of the corporate Trustee, the Bonds of each particular series to bear such date, to mature on such date, to bear interest at such rate and to contain such other specifications and provisions as are hereafter in this Indenture provided or permitted, which Bonds, the coupons appertaining thereto and the corporate Trustee's certificate thereon are to be substantially in the forms following, respectively- with such appropriate insertions, omissions and variations in respect of the form and terms of such Bonds, coupons and certificate as may be authorized from time to time by the Board of Directors of the Company to express the terms and conditions upon which the Bonds are issued as required or permitted by this Indenture:

(GENERAL FORM OF BOND)

\$..... KANSAS PUBLIC SERVICE COMPANY \$.....  
 (Incorporated under the Laws of the State of Delaware)  
 FIRST MORTGAGE BOND, SERIES.....  
 Due.....

No..... KANSAS PUBLIC SERVICE COMPANY, a corporation of the State of Delaware (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to bearer, or, if this Bond be registered as to principal, to the registered owner hereof, on the.....day of....., at....., the sum of..... Dollars, in lawful money of the United States of America, and to pay interest thereon from the.....day....., at the rate of.....per cent. (...%) per annum, in like money, at.....payable.....on the..... day of..... and the..... day of..... in each year until the payment of said principal sum. The interest accrued up to the date of maturity shall be paid only upon presentation and surrender of the interest coupons hereto annexed as they severally mature.

This Bond is one of an authorized issue of Bonds of the Company, generally known as its First Mortgage Bonds (herein called the "Bonds"), unlimited in aggregate principal amount except as otherwise provided in the Indenture hereinafter referred to, all issued and to be issued under, and equally and ratably secured (except in so far as a sinking fund established in accordance with the provisions of the Indenture hereinafter referred to may afford additional security for the Bonds of any specific series) by an Indenture of Mortgage (herein called the "Indenture") dated as of January 1, 1936, duly executed and delivered by the Company to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, to which Indenture and to the Indenture supplemental thereto for the creation of Bonds of Series..... (herein called the "Supplemental Indenture") dated....., and to all other indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of said Bonds and of the Trustees in respect of such security, the terms and conditions upon which said Bonds are secured, and the terms and conditions upon which additional Bonds may be issued. As provided in the Indenture, said Bonds may be issued in series for various principal sums, may bear different dates, mature at different times, bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. This Bond is one of the Bonds described in the Supplemental Indenture and designated therein as.....

If an event of default, as defined in the Indenture, shall occur, the principal of this Bond may become or be declared due and payable, upon the conditions and in the manner and with the effect provided in the Indenture.

The Indenture provides that, with the consent of the Company and to the extent permitted by and as provided for therein, any of the terms and provisions of said Bonds, or of the Indenture or any Indenture supplemental thereto, may be amended, modified or altered by the written assents of the bearers or registered owners of not less than eighty per cent (80%) in the amount of the Bonds then outstanding under the Indenture and any Indenture supplemental thereto; provided, however, that no such amendment, modification or alteration shall affect the terms of payment of the principal of, or interest on, this Bond, which are unconditional; and provided, further, that no such amendment, modification or alteration shall authorize the creation by the Company of any lien having priority over or parity with the lien of the Indenture on any of the properties subject thereto.

This Bond is transferable by delivery unless registered as to principal in the name of the holder or on the books of the Company, to be kept for that purpose at....., such registry to be noted hereon by the Registrar. After such registration, no transfer shall be valid unless made upon said books by the registered owner in person or by attorney duly authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time, this Bond may be registered or transferred to bearer as before. Such registry, however, shall not affect the negotiability of the coupons for interest hereto attached, which shall always continue to be payable to bearer and to be transferable by delivery merely, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond be registered as to principal.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any Indenture supplemental thereto, against any incorporator or against any stockholder, director or officer, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on