

MORTGAGE RECORD 85

(The following assignment is endorsed on the original Mortgage recorded in Mortgage Book 82, Page 534)
A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, That F. J. Enick of San Diego County, in the State of California, the within-named mortgagee in consideration of Seven Hundred and no/100 ---- Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Douglas County Building and Loan Association, its successors and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.
IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 8th day of August 1939

F. J. Enick, By
John C. Enick, his
attorney in fact

STATE OF KANSAS,
Douglas County,)ss.

Be it Remembered, That on this 8th day of August A. D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came F. J. Enick, by John C. Enick, his attorney in fact to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(Seal) My Commission Expires Dec. 31 1940

Pearl Enick
Notary Public

Recorded on August 9, 1939 A. D. at 8:40 A. M.

Narrell A. Beck Register of Deeds

Receiving No. 8331 <

Reg. No. 1989 <
Fee Paid \$3.75

AGREEMENT FOR EXTENSION OF MORTGAGE

Lawrence, Kansas, August 1, 1939

The undersigned hereby covenant that they are the legal owners of the premises conveyed to Merchants Loan & Savings Bank, Lawrence, Kansas by a Mortgage, dated February 1, 1928 made by A. G. Noe and Nettie M. Noe, his wife, and duly recorded in Douglas County, Kansas, Book 74, on page 237, to which Mortgage was given to secure the payment of a note or bond for the sum of \$1500.00, payable Feb. 1 1933, to The Merchants Loan and Savings Bank, Lawrence, Kansas or order, upon which note or bond there remains unpaid the sum of \$1500.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from Aug. 1, 1939, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six percent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the The First National Bank of Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Nettie M. Noe
A. G. Noe

Recorded August 14, 1939 at 11:51 A. M.

Narrell A. Beck Register of Deeds

Receiving No. 8359 <

Reg. No. 1996 <
Fee Paid \$875.00

INDENTURE OF MORTGAGE

INDENTURE, dated as of July 1, 1939, 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 Fourth National Bank in Wichita, Kansas, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "Trustee") as Trustee, party of the second part:

WHEREAS, the Company deems it necessary to borrow money for its corporate purposes and has determined to issue its bonds therefor limited in aggregate principal amount to \$350,000, to be known as First Mortgage 4% Serial Bonds (hereinafter sometimes called the "Bonds") to be dated as of July 1, 1939 and to be issued in denominations of \$1,000 each and to have maturities as follows:

Bonds of a principal amount of \$15,000 shall mature on July 1, 1941 and on July 1 of each year thereafter to and including July 1, 1950 and

Bonds of a principal amount of \$20,000 shall mature on July 1, 1951 and on July 1 of each year thereafter to and including July 1, 1960;

and desires to mortgage its property hereinafter described to secure the payment of the Bonds, upon terms and conditions hereinafter provided; and

WHEREAS, the Bonds, the coupons appurtenant thereto and the Trustee's certificate thereon are to be substantially in the forms following, respectively,--with such appropriate insertions, omissions and variations in respect of the forms and terms of the Bonds, coupons and certificate as may be authorized by the Board of Directors of the Company:

(FORM OF BOND)

KANSAS PUBLIC SERVICE COMPANY

(Incorporated under the Laws of the State of Delaware)

FIRST MORTGAGE 4% SERIAL BOND

Due.....

No.....

\$1,000

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, One Thousand Dollars (\$1000) on _____, 19____, and to pay interest thereon from the first day of July, 1939, at the rate of four per centum (4%), semi-annually on the first day of January and the first day of July in each year until payment of the principal amount hereof, payable until maturity upon surrender of the respective coupons attached hereto as they severally become due.

In Release to Book 82 page 153