

MORTGAGE RECORD 85

Both principal and interest on this Bond will be paid in lawful money of the United States of America at the office of The Fourth National Bank in Wichita, Kansas, or its successor in trust (hereinafter sometimes called the "Trustee")

This Bond is one of an authorized issue of Bonds of the Company known as its First Mortgage 4% Serial Bonds (herein called the "Bonds") limited in aggregate principal amount to three hundred and fifty thousand dollars (\$350,000) principal amount, all to be issued under and equally and ratably secured by an Indenture of Mortgage (herein called the "Indenture") dated as of July 1, 1938, duly executed and delivered by the Company to The Fourth National Bank in Wichita, Kansas, as Trustee, to which Indenture and all Supplemental Indentures thereto reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights of the bearers or registered owners of said Bonds and of the Trustee in respect of such security and the terms and conditions upon which said Bonds are secured.

The Bonds are subject to redemption prior to maturity, at the option of the Company, as a whole or in part from time to time on any interest payment date or dates by the payment of principal and accrued interest to the date fixed for redemption, together with a premium of five per centum (5%) if such redemption shall occur prior to July 1, 1940 and thereafter, together with a premium in an amount equal to five per centum (5%) on said principal amount, decreased by one-quarter of one per centum ($\frac{1}{4}$ of 1%) on July 1, of each year beginning July 1, 1940 and ending July 1, 1950, but in no event shall any premium be payable in respect of any of the Bonds maturing by their terms upon the date fixed for any such redemption; provided, however, that in the event less than all of the outstanding Bonds shall be called for redemption, they shall be called in reverse of the respective maturities thereof, beginning with the Bonds then outstanding and unpaid maturing on the latest date, upon at least thirty days' prior notice given by publication at least once in each week for three successive calendar weeks in a daily newspaper published and of general circulation in the City of Wichita, Kansas, and in a daily newspaper published and of general circulation in the City of Kansas City, Missouri, all as more fully provided in said Indenture, if Bonds are called for redemption and payment duly provided, such Bonds shall cease to be entitled to the lien of said Indenture from and after the date payment is so provided and shall cease to bear interest from and after the date fixed for redemption.

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.

This Bond is transferable by delivery unless registered as to principal in the name of the holder on the books of the Company, to be kept for that purpose at said office of the Trustee, such registry to be noted hereon by the Registrar. The Trustee hereunder shall by virtue of its office as such Trustee be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring the bonds, and the Company hereby appoints the Trustee, registrar and transfer agent for that purpose. 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 stock subscriptions or by virtue of any constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty, or otherwise howsoever, all such liability being expressly waived and released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

Neither this Bond nor any of the annexed interest coupons shall be entitled to any benefit under the Indenture or any indenture supplemental thereto or become valid or obligatory for any purpose, until the certificate endorsed hereon shall have been signed by The Fourth National Bank in Wichita, the Trustee under the Indenture, or by a successor Trustee thereunder.

IN WITNESS WHEREOF, KANSAS PUBLIC SERVICE COMPANY has caused this Bond to be signed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached, as of the first day of July, 1939.

KANSAS PUBLIC SERVICE COMPANY

By _____

Attest:

President.

Secretary.

(FORM OF INTEREST COUPON)

No. _____ \$20
On the first day of _____, 19____, unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Kansas Public Service Company will pay to bearer, on surrender of this coupon, at the office of The Fourth National Bank in Wichita, Kansas, Twenty Dollars (\$20) in lawful money of the United States of America, being six months' interest then due on its First Mortgage 4% Serial Bond, No. _____

Treasurer.

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the Bonds described in the within mentioned Indenture.

THE FOURTH NATIONAL BANK IN WICHITA,
Trustee,

By _____

Assistant Trust Officer.

and WHEREAS, all acts and proceedings required by law and by the charter and by-laws of the Company necessary to make the Bonds, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Indenture a valid and binding mortgage and deed of trust for the security of the Bonds, in accordance with its and their terms, have been done and performed; and the execution and delivery of this Indenture and the issuance of the Bonds as herein provided have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that, in order to secure the payment of the principal of and interest on all Bonds at any time issued and outstanding under this Indenture according to their