

MORTGAGE RECORD 85

conveyance, mortgage, pledge, assignment or transfer shall be made.

Will

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid properties or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid properties and every part and parcel thereof.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Indenture and from the lien and operation hereof:

- (a) all bills, notes and accounts receivable, cash on hand and in bank, contracts, leases to others and operating agreements;
 - (b) all shares of stock and other certificates or evidences of interest therein and all bonds, notes and other evidences of indebtedness or certificates of interest therein and all other securities not herein or hereafter specifically mortgaged and pledged hereunder by specific delivery and assignment thereof to the Trustee or covenanted so to be;
 - (c) all equipment, materials, goods, merchandise, appliances and supplies acquired by the Company for the purpose of sale in the ordinary course and conduct of the business of the Company to its customers or for the purpose of consumption in the operation of any of the properties of the Company; and
 - (d) all motor cars, motor trucks and other vehicles, whether now owned or hereafter acquired by the Company; provided; however, and it is hereby expressly agreed, that upon the happening of an event of default specified in Section 8.01 hereof, all the property hereinabove in this paragraph described or included and then possessed by or belonging to the Company shall forthwith become and be to the extent permitted by law, subject to the lien and operation of this Indenture, and all such property, or the evidences of the same, shall forthwith be conveyed, mortgaged, pledged, assigned, transferred and delivered to the Trustee; provided, however, that failure or refusal of the Company to so forthwith convey, mortgage, pledge, assign and deliver to the Trustee such property hereinabove described, shall in no way prevent the attachment of the lien and operation of this Indenture on such property provided further, however, that if such event of default so happening shall have been duly cured, removed or waived, all of such property shall forthwith cease to be subject to the lien and operation of this Indenture, and all thereof, or the evidences of the same, shall forthwith be reconveyed and redelivered to the Company, and the Company and the Trustee shall be restored to their former positions and rights hereunder.
- TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged or conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trust and its assigns forever:

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, to the lien of taxes for the current year and taxes and assessments not due, to easements, rights-of-way and other similar encumbrances which the Company hereby certifies, in its judgment, do not impair and will not impair the use of said property by the Company in its business, to liens existing upon or claims against the lands underlying easements and rights-of-way now owned or hereafter acquired by the Company and not securing indebtedness assumed by the Company or on which it pays interest charges, to all the terms conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds, leases or other instruments, respectively, under and by virtue of which the Company now owns or may hereafter acquire said property, to liens existing on any property hereafter acquired by the Company at the time of such acquisition and purchase money mortgages, and to undetermined liens and charges, if any, incidental to construction.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons hereby secured, without preference or priority of any of said Bonds or coupons over any others thereof, except as otherwise provided in Section 5.02 of this Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the Trustee and its successors in said trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE ONE.

DEFINITIONS, AND EFFECT OF INSTRUMENTS FILED WITH TRUSTEE.

SECTION 1.01. The terms hereinbelow in this Section 1.01 mentioned shall, for all purposes of this Indenture and all indentures supplemental hereto (except in cases where the context clearly indicates otherwise), be taken to have the meanings hereinafter set forth:

- (a) the term "Company" shall mean and include not only Kansas Public Service Company, the party of the first part hereto, but also any successor corporation which shall become such in the manner hereinafter provided in Article Ten;
- (b) the term "Trustee" shall mean, respectively, the Trustee, under this Indenture for the time being, including not only The Fourth National Bank in Wichita, the party of the second part hereto, but also any successor Trustee which or who shall become such in the manner hereinafter provided in Section 11.03;
- (c) the term "resolution of the Board" shall mean a copy of a resolution or resolutions duly certified by the Secretary or an Assistant Secretary of the Company under its corporate seal to have been duly adopted by the Board of Directors of the Company at a meeting thereof duly called and held and at which a quorum was present, and to be still in full force and effect;
- (d) the terms "written order of the Company" "written request of the Company" "written consent of the Company" and "certificate of the Company" shall mean, respectively, a written order, request, consent or certificate signed on behalf of the Company by the President or a Vice-President and by the Treasurer or an Assistant Treasurer;
- (e) the term "opinion of counsel" shall mean a written opinion of counsel selected by the Board of Directors of the Company and acceptable to the Trustee, who may be counsel for the Company;
- (f) the words "Bond" "Bondholder" and "holder" shall include the plural as well as the singular number, and the words "Bondholder" and "holder" shall be deemed to include both the bearer of a bearer Bond not registered as to principal and the registered owner of a bearer Bond registered as to principal;
- (g) Bonds owned legally or equitably by the Company shall not be deemed to be "outstanding" for the purpose of computing the amount of Bonds in respect of which any demand, request, vote, consent, waiver or notice provided for herein may be given. The word "amount" when used with relation to the amount of Bonds outstanding shall be taken to mean the principal amount of such Bonds;
- (h) the term "prior lien" means and includes any mortgage or other lien prior to the lien of this Indenture upon any property hereafter acquired by the Company, existing on said property, and/or placed thereon at the time of such acquisition;