

MORTGAGE RECORD 85

bridge rights, river permits, franchises, including those hereinbefore described, grants, privileges and immunities of every kind and description, now belonging to or which may hereafter be owned, held, possessed or enjoyed by the Company (other than Excepted Property) and all renewals, extensions, enlargements and modifications of any of them.

Clause D.

Also all other property, real, personal or mixed, tangible or intangible (other than Excepted Property as hereinafter defined) of every kind, character and description and wheresoever situate, whether useful in the transportation, distribution or sale of natural gas, or in the manufacture, transportation, distribution or sale of manufactured gas, or otherwise, now owned or which may hereafter be acquired by the Company, it being the intention hereof that all property, rights and franchises acquired by the Company after the date hereof (other than Excepted Property as hereinafter defined) shall be as fully embraced within and subjected to the lien hereof as if such property were now owned by the Company and were specifically described herein and conveyed hereby.

Clause E.

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, and the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever, in, of and to such property and every part and parcel thereof.

Clause F.

Also any and all property, real, personal or mixed, including Excepted Property, that may, from time to time hereafter, by delivery or by writing of any kind, for the purposes hereof be in any wise subjected to the lien hereof or be expressly conveyed, mortgaged, assigned, transferred, deposited and/or pledged by the Company or by anyone in its behalf or with its consent, to and with the Trustees, who are hereby authorized to receive the same at any and all times as and for additional security and also, when and as hereinafter provided, as substituted security hereunder, to the extent permitted by law. Such conveyance, mortgage, assignment, transfer, deposit and/or pledge or other creation of lien by the Company or by anyone in its behalf or with its consent of or upon any property as and for additional security may be made subject to any reservations, limitations, conditions and provisions which shall be set forth in an instrument or agreement in writing executed by the Company or the person or corporation conveying, assigning, mortgaging, transferring, depositing and/or pledging the same and/or by the Trustees, respecting the use, management and disposition of the property so conveyed, assigned, mortgaged, transferred, deposited and/or pledged, or the proceeds thereof.

EXCEPTED PROPERTY.

There is, however, expressly excepted and excluded from the lien and operation of this Indenture the following described property of the Company, herein sometimes referred to as "Excepted Property":

A. All property, whether now owned or hereafter acquired by the Company, located in the State of Nebraska, unless and until the Company shall have, pursuant to Section 70, executed and delivered to the Trustees an Indenture supplemental hereto subjecting to the lien of this Indenture all property then owned or thereafter acquired by the Company located in the State of Nebraska, other than property of the character described in Subdivisions C, D, E and F of this Paragraph.

B. The plant, distribution system and all other property of the Company located in the community of Chelsea, and environs thereof, Rogers County, Oklahoma.

C. Gas in pipelines and in any other reservoirs.

D. All cash on hand and in bank; all contracts; all shares of stock, bonds, notes, evidences of indebtedness and other securities; and bills, notes and accounts receivable acquired in the ordinary course of business;--other than those which are by the express provisions of this Indenture subjected or required to be subjected to the lien hereof.

E. Goods, wares, materials, merchandise and supplies purchased or acquired for the purpose of sale in the ordinary course of business; and fuel, materials, stores and supplies and other personal property which are consumable in their use in the operation of the plants or distribution systems of the Company.

F. Automobiles, trucks and similar vehicles.

The Company may, however, pursuant to the provisions of Granting Clause F above, subject to the lien and operation of this Indenture all or any part of the Excepted Property.

TO HAVE AND TO HOLD the Trust Estate and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereunto appertaining, unto the Trustees and their successors and assigns, forever;

Subject, however, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to such servitudes, easements, rights and privileges in, over, on and/or through said properties as have been granted by the Company to other persons prior to the date of this Indenture; and subject also to the respective liens of the Jackson Mortgage and the Webb City Mortgage (as said terms are hereinbelow defined in Section 71), until such liens are respectively discharged in accordance with the covenants of the Company contained in Section 71; and subject also to Permitted Encumbrances (as defined in Section 24) and, as to any property hereafter acquired by the Company, to any liens thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, but only to the extent that such liens are permitted by Sections 72 and 82;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered hereunder and duly issued by the Company, without any discrimination, preference or priority of any one bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 69, so that, subject to said provisions, each and all of said Bonds and coupons shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, and shall have the same proportionate interest and share in the Trust Estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of the delivery hereof; and in trust for enforcing payment of the principal of the Bonds and of the interest thereon, according to the tenor, purport and effect of the Bonds and coupons and of this Indenture, and for enforcing the terms, provisions, covenants and stipulations herein and in the Bonds set forth;

UPON CONDITION that, until the happening of an Event of Default (as defined in Section 106), the Company shall be suffered and permitted to possess, use and enjoy the Trust Estate, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited