

MORTGAGE RECORD 85

WHEREAS, the Mortgagor has acquired and owns, and will from time to time acquire and own, property falling within the descriptions of property mortgaged and pledged by the Mortgagor under the Mortgage, situated and located elsewhere than in the counties specified in the description of the "Mortgaged Property" set forth in the Mortgage, and it is desired to provide that all property of the Mortgagor, real personal or mixed, tangible or intangible, owned at the time of the execution of the Mortgage or thereafter acquired, wheresoever situated or located, shall, without limitation, be and become subject to the lien of the Mortgage, as amended and supplemented hereby, except to the extent that the same shall be invalid by law, as fully and with the same force and effect as though all counties in which such property is or shall hereafter be situated or located were specifically enumerated in the Mortgage and without regard to the specification of certain counties in such description as being the counties in which such "Mortgaged Property" is or shall be situated or located; and

WHEREAS, the Mortgage provided that the Mortgagor shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes issued under and pursuant to the Mortgage at the time outstanding, duly authorize, execute and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Mortgage and to provide for the conveying and mortgaging of the property of the Mortgagor intended to be mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, and the holders of all such notes have in writing requested the execution and delivery of this Supplemental Mortgage pursuant to such provision; and

WHEREAS, all acts, things and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of \$5.00 in hand paid by the Government to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage Witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, pledge and set over, unto the Government and its assigns, all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all property of the Mortgagor of said description, heretofore acquired by or constructed by or on behalf of the Mortgagor or hereafter acquired by or on behalf of the Mortgagor, and wheresoever situated, together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of such property without regard to the limitation set forth in the Mortgage purporting to limit the "Mortgaged Property", as such term is used therein, to property of the description therein specified, situated or located in certain named counties of the State of Kansas, which limitation is hereby expressly cancelled and rescinded, TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the trusts, terms, conditions, provisos and agreements expressed and declared in the Mortgage.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor executed and delivered under and pursuant to the Mortgage and entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, without preference, priority or distinction of any one of such Outstanding Notes or other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof.

3. All terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

4. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

(CORP. SEAL)

THE KAW VALLEY ELECTRIC COOPERATIVE COMPANY, INC.

by A. J. Bassett
President

Attest: Paul Madden.

Secretary

Executed by the Mortgagor in the presence of:

J. Glenn Loran

C. L. Churchill

(Witnesses)

STATE OF KANSAS

COUNTY OF SHAWNEE

} ss.

Be it remembered, that on this 30th day of March, A.D., 1940, before me, the undersigned, a notary public within the County and State aforesaid, came A. J. Bassett, president of The Kaw Valley Electric Cooperative Company, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Glen C Temple
Notary Public

(SEAL) My commission expires May 8, 1943.

Recorded April 4, 1940 at 4:45 P.M.

Register of Deeds

Receiving No. 9748 <

EXTENSION AGREEMENT

Lawrence, Kansas, March 29, 1940

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan & Savings Bank by a Mortgage, dated December 1, 1929 made by Eliza A. Hollingsworth and T. H. Hollingsworth, her husband, and duly recorded in Douglas County, Kansas, Book 76, on page 21, to which Mortgage was given to secure the payment of a note or bond for the sum of \$800.00, payable December 1 1932, to The Merchants Loan and Savings Bank or order, upon which note or bond there remains unpaid the sum of \$800.00, of principal money; and in consideration of the extension of the time for the payment