

MORTGAGE RECORD 85

First party, as additional security for the above loan, hereby agrees that the abstracts and all muniments of title to the above described real estate are to be deposited with and retained by the second party during the duration of this loan, and further agrees with said second party that in the event of foreclosure of this mortgage that said second party shall have and may pass to its successors in title, said abstracts and all muniments of title.

Non-compliance with any of the agreements made herein by first party shall, at the option of the holder hereof, cause the whole debt secured hereby to mature and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. In the event of foreclosure of this mortgage second party shall be allowed the cost of all continuations of abstracts of title to the land herein described and the cost of such continuations may be included in the cause of action and shall be secured by the lien of this mortgage and included in the decree entered in foreclosure.

The words "first party" as used in this instrument shall mean collectively the party or parties executing the same as grantor or grantors, whether one or more and all pronouns referring thereto shall be treated and construed as referring to such party or parties, and the use of the plural shall be construed as singular wherever necessary to conform to the context. The words "second party" as used in this instrument shall include the successors and assigns of said second party.

This mortgage is subject to the provisions of the Federal Farm Loan Act, as amended.

IN WITNESS WHEREOF, each of the persons hereinabove recited as constituting together said first party, has hereunto set his or her hand the day and year first hereinbefore written.

O. H. Garber
Florence S. Garber

STATE OF Kansas)
COUNTY OF Douglas ss.

BE IT REMEMBERED, that on this 26th day of March, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came O. H. Garber and Florence S. Garber, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and said persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Lawrence, Kansas, the day and year last above written.

Mary C. Morgan
Notary Public in and for said County
and State.

(SEAL) My commission expires January 15, 1942.

Recorded March 31, 1941 at 10:05 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 11656 <

THE AMERICAN TELEPHONE COMPANY TO
OLD COLONY TRUST COMPANY,
as Trustee
INDENTURE OF MORTGAGE
Dated as of April 1, 1941
FIRST MORTGAGE BONDS

THIS INDENTURE, dated as of the First day of April, 1941, is made by THE AMERICAN TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Kansas, having its principal office in the City of Abilene, Kansas (hereinafter called the "Corporation"), as party of the first part, and OLD COLONY TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, and having its principal place of business in the City of Boston, Massachusetts (hereinafter sometimes called the "Trustee"), as party of the second part.

WHEREAS the Corporation is duly authorized to own and operate telephone plants, systems and property and the Corporation has power, under the laws of the State of Kansas, to borrow money for its proper corporate purposes, and to issue its bonds, and for the purpose of securing the payment of the principal and interest of such bonds, together with any premium due upon such principal, the corporation has power to mortgage its real estate and other property hereinafter mentioned, including its rights, privileges and franchises hereinafter described; and

WHEREAS the Corporation has duly authorized and directed the issue of its bonds, to be known as its First Mortgage Bonds (hereinafter called "bonds"), unlimited as to aggregate principal amount except as provided in this Indenture, to be issued in one or more series, the bonds of each series to mature on date or dates, to bear such rate or rates of interest, and to contain such other specifications and provisions as are provided for or permitted hereinafter in this Indenture; and in order to provide for the authentication of such bonds by the Trustee, and in order to establish and declare the terms and conditions upon which such bonds are to be issued and held, the Corporation has duly authorized and directed the execution and delivery of this Indenture; and

WHEREAS the bonds of the first series to be issued hereunder (hereinafter sometimes referred to as the "bonds of Series A") may consist of both registered bonds without coupons and coupon bonds; and such registered bonds without coupons, such coupon bonds and the coupons to be attached thereto and the certificate of the Trustee to be endorsed on all such bonds are to be in substantially the forms set forth hereinafter in Article I, with such appropriate omissions, insertions and variations as are provided for or permitted in this Indenture or as may be required by the regulations of any exchange, commission or governmental body; and

WHEREAS all acts prescribed by law and by the charter and by-laws of the Corporation as being necessary to make all bonds issuable hereunder (when executed by the Corporation, authenticated by the Trustee and issued by the Corporation) the valid, binding and legal obligations of the Corporation, and to make this Indenture a valid and binding indenture and deed of trust for the security of such bonds and any coupons appertaining thereto, in accordance with their terms, have been done, and the execution, acknowledgment and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that The American Telephone Company, in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all bonds at any time issued and outstanding under this Indenture according to the tenor and effect of such bonds and in order to secure the performance and observance by the Corporation of all the covenants and conditions contained in this Indenture and in the bonds themselves, and in order to declare the terms and conditions upon and subject to which such bonds are secured, and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of such bonds by the holders or registered owners thereof and of One Dollar (\$1.00) duly paid to the Corporation by the Trustee contemporaneously with the sealing and delivery of this Indenture (the receipt of which sum is hereby acknowledged), - the Corporation has executed and delivered this Indenture, and by such Indenture the Corporation does hereby grant, bargain, sell, release, convey, confirm, mortgage, pledge, assign, transfer and set over to Old Colony Trust Company, as Trustee, its successors in the trust created by this Indenture and the assigns of it and of such successors forever, all and every part of the following property, rights and franchises of the Corporation:

Fee paid in
Marion County
on April
1st 1941
Page 52
See Sub 59
See Sub 59
Page 549