

MORTGAGE RECORD 88

(SW $\frac{1}{4}$) of Section 11, Township 16S, Range 7E, containing 160 acres more or less situated in the county of Morris, state of Kansas, said instrument being executed by Fred Ziebell, under date of November 24, 1919, to W. F. Gillaaple, and recorded in Book 2 at page 299 in the office of the Register of Deeds of Morris County, and an assignment of said instrument, which assignment is dated February 4, 1933, and recorded in the office of the Register of Deeds of Morris County on February 4, 1933, in Book H, at page 405, and also in Book 51 at page 25, executed by W. F. Gillaaple to James B. Nourse, as trustee, his heirs, successors, and assigns, and now owned through certain mesne assignments by the company.

IX.

IN THE COUNTY OF WYANDOTTE, STATE OF KANSAS:

1.

All transmission and distribution lines as follows:

(a) Roberts field to Bonner Springs transmission line consisting of 4.9917 miles of 4 inch pipe extending from the center of the west line of Section 7, Township 11S, Range 23E, easterly through said Section 7, thence easterly to the approximate center of Section 8, Township 11S, Range 23E, thence southerly through Sections 8, 17, 20 and 29, Township 11S, Range 23E, to the northern city limits of Bonner Springs, Kansas, thence southerly through the city of Bonner Springs, Kansas, to a point of connection on the Lake of Forest transmission line situated within the corporate limits of the city of Bonner Springs, Kansas, all as shown on a map; and

(b) Lake of Forest transmission line consisting of 2.1144 miles of 4 inch and 0.9155 of a mile of 5 inch pipe extending from the town border measuring station situated at the northwestern limits of the city of Bonner Springs, Kansas, easterly and northeasterly through the said city of Bonner Springs, Kansas, thence northeasterly, easterly and southeasterly through Sections 29, 28, 27 to the approximate center of Section 26, Township 11S, Range 23E, all as shown on a map; and

(c) Linwood field to Bonner Springs transmission line consisting of 1.0174 miles of 4 inch pipe extending from the southwest corner of Section 30, Township 11S, Range 23E, easterly along the south line of said Section 30 to the town border measuring station situated at the northwestern limits of the city of Bonner Springs, Kansas, Section 29, Township 11S, Range 23E, all as shown on map; and

(d) Rialto transmission line consisting of 0.1667 of a mile of 4 inch pipe extending from a connection on the aforementioned Lake of Forest transmission line situated within the limits of the city of Bonner Springs, Kansas, southeasterly to the thread of the stream of the Kansas River across the bridge adjacent to said city of Bonner Springs, Kansas, in Section 32, Township 11S, Range 23E, all as shown on map; and

(e) Bonner Springs distribution system consisting of 4.2057 miles of 2 inch, 0.7850 of a mile of 3 inch and 0.5163 of a mile of 4 inch pipe situated within the corporate limits of Bonner Springs, Kansas, Township 11S, Range 23E; and

(f) Lake of Forest distribution line consisting of 2.0684 miles of 2 inch, 0.7850 of a mile of 3 inch and 0.5163 of a mile of 4 inch pipe situated within the limits of the Lake of Forest Club, Township 11S, Range 23E; together with all border measuring stations including houses, meters, regulators, equipment, pipe and fittings; also service pipe, meters, regulators and meter connections in service, easements and right-of-ways appertaining thereto or a part thereof, now owned or at any time hereafter acquired.

2.

All the following real estate:

Part of Lot Three (3), Block Seven (7), in Tiblow in the city of Bonner Springs, in the county of Wyandotte, in the state of Kansas, commencing on the northerly line of Front Street 85 feet from the corner of Oak Street, thence northerly parallel with Oak Street 75 feet, thence easterly parallel with Front Street 10 feet, thence southerly parallel with Oak Street 75 feet to Front Street, thence along Front Street 10 feet in a westerly direction to the point of beginning, as per instrument recorded in book 825, page 67, together with any and all buildings, improvements and equipment thereon.

3.

All the following franchises:

(a) That certain gas franchise No. 553, issued August 7, 1928, by the city of Bonner Springs, in the County of Wyandotte, state of Kansas, to J. H. Moore, Jr., his successors and assigns, and now owned by the company, and all renewals or extensions of said franchise, or any other or new gas franchises hereafter granted to the company by said city of Bonner Springs.

(b) That certain gas contract, issued March 18, 1930, by the Lake of the Forest Club in the county of Wyandotte, state of Kansas, to C. A. Nicoll, his successors and assigns, and now owned by the company, and all renewals or extensions of said contract, or any other or new gas contracts or franchises hereafter granted to the company by said Lake of the Forest Club, or its successors.

C. General:

X.

Without limiting the foregoing, any and all physical properties of the company, both real and personal, or properties similar to those hereinabove described now or at any time hereafter acquired, owned, and possessed by the company, wherever the same may be located.

XI.

Wherever the phrase "as shown on a map" is set forth above, reference is made to a map or maps attached to an original executed copy of this mortgage indenture on file with The First National Bank of Kansas City, Kansas City, Missouri, the trustee herein, at its office, Tenth Street and Baltimore Avenue, Kansas City, Missouri, at which place, at any reasonable time during business hours, the same may be inspected; and all mileage measurements above set forth are intended to be and are approximate.

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 banks (including revenues from operations except as they are specifically pledged, hypothecated or mortgaged for a specific series of bonds issued hereunder), 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 owned or held by the company;

(c) all equipment, materials, goods, merchandise, appliances, and supplies acquired or held 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, leased, or hereafter acquired by the company.

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 trustees and its, his, or their successors in trust and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations above stated, to the lien of taxes for the current year and taxes and assessments not due, and subject to any claim, lien, or title respecting lands on which the company has easements or right-of-ways or which may affect such easements or right-of-ways; the company certifying that the loss of any such easements or right-of-ways would not adversely affect the normal operations of the company.

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 herein;

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 trustees and its, his, or their successors in said trust, for the benefit of those who shall hold the bonds and coupons, or any of them, as follows: