

## DOUGLAS COUNTY

Receiving No. 15130

Reg. No. 3041

Fee Paid \$750.00

## INDENTURE OF MORTGAGE

INDENTURE, dated as of July 1, 1942, between Kansas Public Service Company, Inc., a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first and The Fourth National Bank in Wichita, Wichita, Kansas, a national banking association organized and existing under the laws of the United States of America (hereinafter called "Trustee") as Trustee, party of the second part:

WHEREAS, the Company deems it necessary to borrow money for its corporate purposes and has determined to issue its bonds therefor limited in aggregate principal amount to \$300,000, to be known as First Mortgage 4% Serial Bonds (hereinafter sometimes called the "Bonds") to be dated as of July 1, 1942 and to be issued in denominations of \$1,000 each, to have maturities as follows:

Bonds of a principal amount of \$10,000 shall mature on June 30, 1943 and

Bonds of a principal amount of \$5,000 shall mature on June 30, 1944 and on June 30 of each year thereafter to and including June 30, 1961 and

Bonds of a principal amount of \$200,000 shall mature on June 30, 1962;

and desires to mortgage its property hereinafter described to secure the payment of the Bonds, upon terms and conditions hereinafter provided; and

WHEREAS, The Bonds, the coupons appurtenant thereto and the Trustee's certificate thereon are to be substantially in the forms following respectively,--with such appropriate insertions, omissions and variations in respect of the forms and terms of the Bonds, coupons and certificate as may be authorized by the Board of Directors of the Company:

## (FORM OF BOND)

KANSAS PUBLIC SERVICE COMPANY, INC.  
(Incorporated under the Laws of the State of Kansas)  
FIRST MORTGAGE 4% SERIAL BOND

No.....

Due.....

\$1,000

KANSAS PUBLIC SERVICE COMPANY, INC. a corporation of the State of Kansas (hereinafter called "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to bearer, or, if this Bond be registered as to principal to the registered owner hereof One Thousand Dollars (\$1,000.) on 19--, and to pay interest thereon from the first day of July, 1942, at the rate of four per centum per annum, (4%) payable semi-annually on the last day of December and the last day of June in each year until payment of the principal amount hereof, payable until maturity upon surrender of the respective coupons attached hereto as they severally become due.

Both principal and interest on this Bond will be paid in lawful money of the United States of America at the office of The Fourth National Bank in Wichita, Wichita, Kansas, or its successor in trust (hereinafter sometimes called the "Trustee.")

This Bond is one of an authorized issue of Bonds of the Company known as its First Mortgage 4% Serial Bonds (herein called the "Bonds") limited in aggregate principal amount to three hundred thousand dollars (\$300,000) principal amount, all to be issued under and equally and ratably secured by an Indenture of Mortgage (herein called the "Indenture") dated as of July 1, 1942, duly executed and delivered by the Company to The Fourth National Bank in Wichita, Wichita, Kansas, as Trustee, to which Indenture and all Supplemental Indentures thereto reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights of the bearers or registered owners of said Bonds and of the Trustee in respect of such security and the terms and conditions upon which said Bonds are secured.

The Bonds are subject to redemption prior to maturity at the option of the Company, as a whole or in part from time to time on any interest payment date or dates, by the payment of principal and accrued interest to the date fixed for redemption, together with a premium of six and three-quarters per cent (63/4%) if such redemption shall occur on December 31, 1942, such premium to be decreased thereafter one-half of one per cent (1/2 of 1%) if such redemption shall occur on or before December 31, 1943; and to be decreased a like one-half of one per cent (1/2 of 1%) each year thereafter to and including December 31, 1950; and further decreased by one-quarter of one per cent (1/4 of 1%) each year thereafter to and including December 31, 1960; and at par from such date to final maturity. In no event shall any premium be payable in respect of any of the bonds maturing by their terms upon the date fixed for any such redemption; provided, however, that in the event less than all of the outstanding bonds shall be called for redemption, they shall be called in inverse numerical order upon at least thirty days' prior notice given by publication at least once in each week for three successive calendar weeks in a daily newspaper published and of general circulation in the City of Wichita, Kansas, and in a daily newspaper published and of general circulation in the City of Kansas City, Missouri, all as more fully provided in said Indenture. If bonds are called for redemption, the same shall cease to be entitled to the lien of said Indenture from and after the time the Company places funds with the Trustee for the payment thereof and shall cease to bear interest from and after the date fixed for redemption.

If default, as defined in the Indenture, shall occur, the principal of this Bond may become or be declared due and payable, upon the conditions and in the manner and with the effect provided in the Indenture.

This Bond is transferable by delivery unless registered as to principal in the name of the holder on the books of the Company, to be kept for that purpose at said office of the Trustee, such registry to be noted hereon by the Registrar. The Trustee hereunder shall by virtue of its office as such Trustee be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring the bonds, and the Company hereby appoints the Trustee, Registrar and Transfer Agent for that purpose. After such registration, no transfer shall be valid unless made upon said books by the registered owner in person or by attorney duly authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time, this Bond may be registered or transferred to bearer as before. Such registry, however, shall not affect the negotiability of the coupons for interest hereto attached, which shall always continue to be payable to bearer and to be transferable by delivery merely, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond be registered as to principal.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, against any incorporator or against any stockholder, director or officer, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty, or otherwise howsoever, all such liability being expressly waived and released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

Neither this Bond nor any of the annexed interest coupons shall be entitled to any benefit under the Indenture or any indenture supplemental thereto or become valid or obligatory for any purpose, until the certificate endorsed hereon shall have been signed by The Fourth National Bank in Wichita, Wichita, Kansas, the Trustee under the Indenture, or by a successor Trustee thereunder.

IN WITNESS WHEREOF, KANSAS PUBLIC SERVICE COMPANY, INC., has caused this Bond to be signed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached, as of the first day of July, 1942.

KANSAS PUBLIC SERVICE COMPANY, INC.

By

President.

Attest:

Secretary.

See when we had 113, page 17.  
See when we had 113, page 137.