

MORTGAGE RECORD 88

The Company may at any time surrender to the Trustee, cancelled or for cancellation, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

ARTICLE THIRTEEN.
SUNDRY PROVISIONS.

SECTION 13.01. All the covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the Company, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 13.02. No recourse shall be had for the payment of the principal of, or the interest on, any Bond, or for the payment of any coupon or for any claim based thereon or otherwise in respect thereof or of this Indenture or any indenture supplemental hereto, 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 hereby expressly waived and released as a condition of and as part of the consideration for the execution of this Indenture and for the issue of such Bonds and coupons.

SECTION 13.03. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the Company, the Trustee, and the holders of the Bonds and coupons issued hereunder, any right, remedy or claim under or in respect of this Indenture, or any indenture supplemental hereto or any covenant, condition or provision herein or therein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee and the holders of the Bonds and coupons issued hereunder.

SECTION 13.04. The lien upon and the right, title and interest in the mortgaged property hereby granted and conveyed to the Trustee, and the rights, powers and duties herein conferred upon the Trustee, shall be held enforced, exercised and performed by it only to the extent that it may lawfully hold, enforce, exercise and perform the same in accordance with the laws of the State of Kansas. Anything herein contained to the contrary notwithstanding, this Indenture shall not be deemed to grant and convey to or confer upon the Trustee any lien upon or right, title and interest in the mortgaged property, or any rights, powers or duties, except as permitted by the laws of the State of Kansas applicable in the premises.

SECTION 13.05. In order to facilitate transactions hereunder, this Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts or as many of them, as the Company and the Trustee shall preserve undestroyed shall together constitute but one and the same instrument.

The Company hereby acknowledges receipt from the Trustee of a full, true and complete copy of this Indenture of Mortgage.

IN WITNESS WHEREOF, KANSAS PUBLIC SERVICE COMPANY, INC., has caused this Indenture to be signed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and The Fourth National Bank in Wichita, Wichita, Kansas, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Trust Officer, all as of the day and year first above written.

KANSAS PUBLIC SERVICE COMPANY, INC.
By C. J. Dodds
Vice President.

(CORP. SEAL)
Attest: W. A. McClain
Secretary
Signed, sealed and delivered by
KANSAS PUBLIC SERVICE COMPANY, INC.
in the presence of:

THE FOURTH NATIONAL BANK IN WICHITA
Wichita, Kansas
By H. D. Lester
Vice President.

(CORP. SEAL)
Attest:
H. A. Funke
Trust Officer
Signed, sealed and delivered by
THE FOURTH NATIONAL BANK IN WICHITA,
Wichita, Kansas.
in the presence of:
STATE OF KANSAS,)
COUNTY OF Sedgwick) SS

Be it remembered, that on this 30 day of June, A. D. 1942, before me, a Notary Public in and for the State and County aforesaid, personally appeared C. J. Dodds, Vice President of KANSAS PUBLIC SERVICE COMPANY, INC., a Kansas corporation, who is personally known to me and known to me to be the Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written

(SEAL) My commission expires December 27, 1944.

Florence Huffman
Notary Public,
Sedgwick County, Kansas

STATE OF KANSAS,)
COUNTY OF SEDGWICK,) SS:

Be it remembered, that on this 30 day of June, A. D. 1942, before me, a Notary Public in and for the State and County aforesaid, personally appeared H. D. Lester, a Vice-President of THE FOURTH NATIONAL BANK IN WICHITA, Wichita, Kansas, a national banking association, who is personally known to me and known to me to be a Vice-President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) My commission expires December 27, 1944

Florence Huffman
Notary Public
Sedgwick County, Kansas

STATE OF KANSAS,)
COUNTY OF SEDGWICK) SS:

On the 30 day of June in the year 1942, before me personally came C. J. Dodds to me known, who, being by me duly sworn, did depose and say that he resides in Douglas County, Kansas; that he is Vice President of KANSAS PUBLIC SERVICE COMPANY, INC., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Florence Huffman
Notary Public