

# Indenture of Mortgage

NO. 29965  
INDEXED  
NUMERICAL INDEX

THE AMERICAN TELEPHONE COMPANY, LANDS

TO

THE CITY NATIONAL BANK AND TRUST COMPANY

OF KANSAS CITY

TRUSTEE



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Page 39 at 2:45 clock P.M.  
SEP 23 1946

Harold A. Beck  
By \_\_\_\_\_  
Register of Deeds, Douglas Co., Kansas

DATED SEPTEMBER 1, 1946

REGISTRATION FEE

No. 5203  
Indebtedness \$1,256,000.00 \$3,140.00  
Made this 23 day of Sept 1946  
Harold A. Beck  
Register of Deeds, Douglas Co., Kansas

Indenture, dated for convenience as of September 1, 1946, although executed and delivered on another date, between THE AMERICAN TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, a corporation organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), as Trustee, party of the second part:

WHEREAS, the Company deems it necessary from time to time to borrow money for its corporate purposes and to issue its bonds therefor and also deems it necessary from time to time to issue its bonds for refunding and other corporate purposes, as hereinafter provided, and to mortgage and pledge its property hereinafter described to secure the payment of all said bonds, and to that end has authorized the issue of its bonds, not limited in aggregate principal amount except as hereinafter otherwise provided, to be issued in one or more series, to be designated generally as its First Mortgage Bonds (hereinafter called the "Bonds"), all such Bonds to be authenticated by the certificate of the Trustee, the Bonds of each particular series to bear such date, to mature on such date, to bear interest at such rate and to contain such other specifications and provisions as are hereinafter in this Indenture provided or permitted; and

WHEREAS, the Coupon Bonds of Series A, the coupons appertaining thereto and the Trustee's authentication certificate thereon are to be substantially in the forms following, respectively:

[FORM OF COUPON BOND, SERIES A]

No. M \$1000

THE AMERICAN TELEPHONE COMPANY

Incorporated under the laws of the State of Kansas

First Mortgage 2 3/4% Twenty-five Year Bond

Series A

Due September 1, 1971

THE AMERICAN TELEPHONE COMPANY, a Kansas Corporation (hereinafter sometimes called the "Company") which term shall include any successor corporation as defined in the Indenture hereinafter mentioned), for value received, hereby promises to pay to the bearer or, in case this bond be registered, to the registered owner hereof, One Thousand Dollars on September 1, 1971, and to pay interest thereon from September 1, 1946, at the rate of two and seven-eighths per centum (2 7/8%) per annum, on March 1, 1947 and thereafter semi-annually on the first day of September and on the first day of March in each year until payment of the principal hereof, payable until maturity upon surrender of the respective coupons attached hereto as they severally become due.

Both principal of and interest on this bond will be paid in lawful money of the United States of America, at the principal office of The City National Bank and Trust Company of Kansas City (hereinafter sometimes called the Trustee), in Kansas City, Missouri, or its successor in trust.

This bond is one of the bonds of a series designated as First Mortgage 2 3/4% Twenty-five Year Bonds, Series A, of an authorized issue of bonds of the Company, known as First Mortgage Bonds, unlimited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally secured by an Indenture dated as of September 1, 1946, duly executed and delivered by the Company to The City National Bank and

Trust Company of Kansas City, as Trustee, to which Indenture and indentures supplemental thereto (herein sometimes collectively called "said Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies of the bearer or registered owner of this bond in regard thereto, the terms and conditions upon which said bonds are secured thereby, the terms and conditions upon which said bonds may be issued and the rights, immunities and obligations of the Trustee under the said Indenture.

The bonds of Series A are subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time, at the following percentages of the principal amount thereof:

- 105% to and including August 31, 1951;
- 104% on September 1, 1951 and thereafter to and including August 31, 1956;
- 103% on September 1, 1956 and thereafter to and including August 31, 1961;
- 102% on September 1, 1961 and thereafter to and including August 31, 1966;
- 101% on September 1, 1966 and thereafter to and including August 31, 1970;
- 100% on September 1, 1970 and thereafter to maturity;

together in any case with interest accrued thereon to the date of redemption; upon at least thirty (30) days' prior notice (unless such notice is waived by all bondholders) given by publication at least once each week for three (3) successive calendar weeks in a newspaper printed in the English language and published daily, except Sundays and holidays (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date) and of general circulation in the City of Kansas City, Missouri; provided, however, that the bonds of Series A shall be subject to redemption in part from time to time in like manner through the operation of the sinking fund and the maintenance and depreciation fund provided for in the said Indenture and through