COUNTERPART NO. 42 FILE AS CHATTEL MORTGAGE

Indenture

BETWEEN

NATURAL GAS PIPELINE COMPANY
OF AMERICA

AND

THE CHASE NATIONAL BANK OF THE
CITY OF NEW YORK
Trustee

#94

Dated as of October 15, 1931

16 Jan 32 325
Indexed 14
Mildred E. Knott
Fee $.25

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT

W. W. Reynolds, of lawful age, being first duly sworn upon his oath deposes and says that all of the words contained in the Indenture between The Natural Gas Pipeline Company of America and the Chase National Bank of New York City, Trustee, dated as of October 15, 1931, consisting of 241 pages, in addition to covers and fly leaves, have been carefully counted and that the number of words therein contained, according to said count, and according to his knowledge and belief the true number is, Eighty Five Thousand Two Hundred Nine (85,209).

W. W. Reynolds

Subscribed and sworn to before me this ____ January, 1932.

Margaret K. Garvey
Notary Public

MARGARET K. GARVEY NOTARY PUBLIC COOK COUNTY ILL.

My commission expires July 21, 1935

This Indenture, dated as of the fifteenth day of October, 1931, by and between NATURAL GAS PIPELINE COMPANY OF AMERICA (formerly known as Continental Construction Corporation), a corporation organized and existing under the laws of the State of Delaware (hereinafter called the Company), party of the first part, and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America (hereinafter called the Trustee), party of the second part;

WITNESSETH:

WHEREAS, the Company is duly authorized by law to borrow money for its lawful corporate purposes and to issue its obligations for moneys so borrowed, and to mortgage and pledge its property for its lawful corporate purposes; and

WHEREAS, the Company has deemed it necessary to borrow money for its corporate purposes and to issue its bonds therefor, and to mortgage and pledge, in the form of this Indenture, its property hereinafter described to secure the payment of said bonds, and to that end has duly authorized and directed the issuance of its bonds as in this Indenture hereinafter provided and the mortgaging and pledging of its property hereinafter described to secure the payment of said bonds; and

WHEREAS, the bonds to be issued hereunder (hereinafter called the Bonds) are to be issued in series, those of each particular series to be substantially identical in tenor with Bonds of the same series, to bear interest at such rate or rates, to mature on such date or dates, and to contain such other specifications and provisions as are hereafter in this Indenture provided or permitted, and the Bonds of each series are to be designated by such distinctive name as may, consistently with the provisions hereof, be deemed appropriate by the Board of Directors of the Company; and

WHEREAS, the Bonds of the initial series, to be known as the First Mortgage Pipeline and Collateral 6% Gold Bonds, Series A, of the Company (hereinafter called the Bonds of Series A), the coupons to be annexed thereto, and the certificate of the Trustee to be endorsed thereon, are to be substantially in the forms following, respectively, with appropriate insertions, omissions and variations as in this Indenture provided, to wit:

[FORM OF SERIES A COUPON BOND]

No........................ $........................

UNITED STATES OF AMERICA

STATE OF DELAWARE

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE AND COLLATERAL 6% GOLD BOND, SERIES A.

Due December 15, 1946.

NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation of the State of Delaware (hereinafter called the Company, which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer hereof, or, if this Bond be registered, to the registered owner hereof, on December 15, 1946 (unless before that date this Bond shall have been redeemed in accordance with the provisions hereof) at the principal office of The Chase National Bank of the City of New York, or its successor as Trustee, in the Borough of Manhattan, The City and State of New York,

Dollars in gold coin of the United States of America, of, or equal to, the standard of weight and fineness existing December 15, 1931, and to pay interest thereon from December 15, 1931, until this Bond is paid, at the rate of six per cent. (6%) per annum, semi-annually, on the fifteenth day of June and December in each year at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, in like gold coin, but only in accordance with the terms of and on presentation and surrender of the interest coupons hereto attached as they severally mature, without deduction for any taxes, assessments or governmental charges (other than inheritance and succession taxes) which the Company or its agents or the Trustee may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, except such portion of any Federal income tax with respect to income derived from such interest as shall be in excess of two per cent. per annum of such interest. It is provided in said Indenture that the Company will reimburse to the bearer, or if this Bond be registered to the registered owner, hereof, any personal property taxes of the States of Pennsylvania, California and Connecticut, to the extent of four mills per annum in each of said States on each dollar of the taxable value hereof, and any securities tax of the State of Maryland to the extent of four and one-half mills per annum in said State on each dollar of the taxable value hereof, and any income tax of the State of Massachusetts to the extent of 6% per annum on the income derived from the interest paid hereon, which may be paid by such bearer or registered owner who is a resident of such respective State and who is subject to the payment thereof by reason of the ownership hereof or the deriving of income herefrom, if application therefor be made, in the manner and upon the conditions provided in the Indenture hereinafter mentioned, within sixty days after the date of each payment of any such tax, but the Company shall in no event be liable to reimburse such bearer or registered owner for any interest accrued or penalty imposed and paid in addition to the amount of said tax as originally assessed.

This Bond is one of a duly authorized issue of Bonds of the Company, all issued and to be issued in series, under and equally and ratably secured by a Mortgage and Indenture of Trust, dated as of October 15, 1931 (herein called the Indenture), duly executed and delivered by the Company to The Chase National Bank of the City of New York, as Trustee (herein called the Trustee), to which Indenture and all instruments supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the bearer or registered owner hereof with respect thereto, and the terms, restrictions and conditions upon which the Bonds are issued and secured, to all of the terms and provisions of which said Indenture the bearer or registered owner hereof consents by acceptance hereof. This Bond is one of a series of said Bonds, known as the First Mortgage Pipeline and Collateral 6% Gold Bonds, Series A, of the Company.

This series of Bonds is subject to redemption, at any time upon thirty (30) days' prior notice, in the manner provided in the Indenture, in whole, or in part, from time to time, at the option of the Company at the principal amount thereof and accrued interest to the date of redemption and in the case of a redemption in part, the Company shall determine which of the Bonds are to be redeemed.

This Bond is entitled to the benefit of and is subject to redemption through operation of the Sinking Fund provided for in the Indenture.

Interest shall cease to accrue on this Bond if it is called for redemption and payment of the redemption price is duly provided by the Company as specified in the Indenture, from and after the date for redemption fixed in the notice thereof.

This Bond shall be negotiable and shall pass by delivery, unless registered in the holder's name on the books of the Company at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, such registration being noted hereon by or on behalf of the Company. After such registration, no transfer hereof shall be valid unless made at said office or agency by the registered owner hereof, in person or by duly authorized attorney, 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; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration shall not affect the negotiability of the coupons attached hereto, which shall continue to be transferable by delivery.

The bearer or registered owner of any coupon Bond or Bonds of this series of an aggregate principal amount of $1,000 or some multiple thereof may, at his option, surrender the same with all unmatured interest coupons attached, in exchange for a registered Bond or Bonds of this Series of a like aggregate principal amount, without interest coupons, which registered Bond or Bonds, without interest coupons, may in turn be exchanged for a coupon Bond or Bonds with all unmatured interest coupons attached; all upon payment of the charges and subject to the terms and conditions set forth in the Indenture.

In case an event of default, as defined in the Indenture, shall occur, the principal of this Bond may become, or be declared, due and payable before maturity in the manner and with the effect provided therein.

No recourse shall be had for the payment of any part of this Bond or of the interest hereon or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of this Bond against any incorporator or any past, present

Company, which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to , or registered assigns, on December 15, 1946 (unless before that date this Bond shall have been redeemed in accordance with the provisions hereof) at the principal office of The Chase National Bank of the City of New York, or its successor as Trustee, in the Borough of Manhattan, The City and State of New York, Dollars in gold coin of the United States of America, of, or equal to, the standard of weight and fineness existing December 15, 1931, and to pay interest thereon to the registered owner hereof from the fifteenth day of June or the fifteenth day of December, as the case may be, next preceding the date hereof, or from the date hereof if it be a fifteenth day of June or a fifteenth day of December, until this Bond is paid, at the rate of six per cent. (6%) per annum, semi-annually, on the fifteenth day of June and December in each year at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, in like gold coin, without deduction for any taxes, assessments or governmental charges (other than inheritance and succession taxes) which the Company or its agents or the Trustee may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, except such portion of any Federal income tax with respect to income derived from such interest as shall be in excess of two per cent. per annum of such interest. It is provided in said Indenture that the Company will reimburse to the registered owner hereof, any personal property taxes of the States of Pennsylvania, California and Connecticut, to the extent of four mills per annum in each of said States on each dollar of the taxable value hereof, and any securities tax of the State of Maryland to the extent of four and one-half mills per annum in said State on each dollar of the taxable value hereof, and any income tax of the

State of Massachusetts to the extent of 6% per annum on the income derived from the interest paid hereon, which may be paid by such registered owner who is a resident of such respective State and who is subject to the payment thereof, by reason of the ownership hereof or the deriving of income herefrom, if application therefor be made, in the manner and upon the conditions provided in the Indenture hereinafter mentioned, within sixty days after the date of each payment of any such tax, but the Company shall in no event be liable to reimburse such registered owner for any interest accrued or penalty imposed and paid in addition to the amount of said tax as originally assessed.

This Bond is one of a duly authorized issue of Bonds of the Company, all issued and to be issued in series, under and equally and ratably secured by a Mortgage and Indenture of Trust, dated as of October 15, 1931 (herein called the Indenture), duly executed and delivered by the Company to The Chase National Bank of the City of New York, as Trustee (herein called the Trustee), to which Indenture and all instruments supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the registered owner hereof with respect thereto, and the terms, restrictions and conditions upon which the Bonds are issued and secured, to all of the terms and provisions of which said Indenture the registered owner hereof consents by acceptance hereof. This Bond is one of a series of said Bonds known as the First Mortgage Pipeline and Collateral 6% Gold Bonds, Series A, of the Company.

This Series of Bonds is subject to redemption, at any time upon thirty (30) days' prior notice, in the manner provided in the Indenture, in whole, or in part, from time to time, at the option of the Company, at the principal amount thereof and accrued interest to the date of redemption and in the case of a redemption in part, the Company shall determine which of the Bonds are to be redeemed.

This Bond is entitled to the benefit of and is subject to redemption through operation of the Sinking Fund provided for in the Indenture.

Interest shall cease to accrue on this Bond if it is called for redemption and payment of the redemption price is duly provided by the Company as specified in the Indenture, from and after the date for redemption fixed in the notice thereof.

This Bond is transferable by the registered owner in person or by duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, The City and State of New York upon the surrender and cancellation of this Bond, and thereupon a new registered Bond or Bonds of this Series of like aggregate principal amount, having endorsed thereon the same coupon bond serial numbers as are endorsed hereon, will be issued to the transferee in exchange herefor; or the registered owner of this Bond at his option may surrender the same for cancellation in exchange for a coupon Bond or Bonds of this Series of a like aggregate principal amount, with all unmatured interest coupons attached, which coupon Bond or Bonds may in turn be exchanged for a registered Bond or Bonds; all upon payment of the charges and subject to the terms and conditions set forth in the Indenture.

In case an event of default, as defined in the Indenture, shall occur, the principal of this Bond may become, or be declared, due and payable before maturity in the manner and with the effect provided therein.

No recourse shall be had for the payment of any part of this Bond or of the interest hereon or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of this Bond, against any incorporator or any past, present or future, stockholder, officer or director of the Company, as such, either directly or through the Company, or otherwise, by virtue of any contract, constitution, statute or rule of law or by the enforcement of any assessment or otherwise, all such liability of incorporators, stockholders, directors or officers being released by the registered owner hereof by the acceptance of this Bond and being also waived and released by the terms of the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by The Chase National Bank of the City of New York, or its successor, as Trustee under the Indenture.

In Witness Whereof, Natural Gas Pipeline Company of America has caused this Bond to be signed by its president or a vice-president, and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary, all in The City and State of New York as of the day of , 19 .

Natural Gas Pipeline Company of America,

by

....

Vice-President.

Attest:

....

Assistant Secretary.

[form of trustee's certificate]

This is one of the Bonds, of the series mentioned therein, described in the within-mentioned Indenture.

The Chase National Bank of the City of New York,
Trustee,

by

Assistant Cashier.

and

Whereas, the execution of the Bonds and of this Indenture has in all respects been duly authorized and all things necessary to make the Bonds, when signed and sealed by the Company and authenticated from time to time by the Trustee, the valid, binding and legal obligations of the Company, and to constitute this Indenture a valid, binding and legal Mortgage and Indenture of Trust and agreement for the security of the Bonds and coupons in accordance with its terms, have been done and performed and have happened;

Now, Therefore, This Indenture Witnesseth:

That the Company, party hereto of the first part, in consideration of the premises, and to secure the payment of the principal and interest of the Bonds to be issued as herein provided, and the performance by the Company of all the covenants and agreements contained in said Bonds and this Indenture, does hereby grant, bargain, sell, convey, assign, mortgage, pledge, transfer, set over and confirm unto The Chase National Bank of the City of New York, as Trustee, and to its successor or successors and assigns forever, in trust, as herein provided, all and singular the real and personal property of the Company now owned or hereafter acquired, and wheresoever situate (except as hereinafter expressly excepted), including the property more particularly described as follows:

Main Pipe Line

All that pipe line, together with the easements for constructing, maintaining, replacing and operating the same, including all pipes, pumps, boilers, engines, buildings, structures, gathering lines, tanks, conduits, meters, gauges, tools and appliances and other personal property used in connection therewith located and described generally as follows:

Main Line

Beginning at a point 2,890 feet North and 85 feet West of the Southeast corner of Section 21, Township 1 North, Range 20 East, Beaver County, Oklahoma; thence continuing in a general Northeasterly direction a distance of 209,751 feet to a point in the County line between Beaver County, Oklahoma, and Meade County, Kansas. Being a total distance of 209,751 feet in Beaver County, Oklahoma.

Thence continuing in a general Northeasterly direction a distance of 176,549 feet to a point in the County line between Meade and Clarke Counties. Being a total distance of 176,549 feet in Meade County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 41,673 feet to a point in the County line between Clarke and Ford Counties. Being a total distance of 41,673 feet in Clarke County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 194,525 feet to a point in the County line between Ford and Edwards Counties. Being a total distance of 194,525 feet in Ford County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 95,309 feet to a point in the County line between Meade and Clarke Counties. Being a total distance of 95,309 feet in Edwards County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 134,989 feet to a point in the County line between Pawnee and Barton Counties. Being a total distance of 134,989 feet in Pawnee County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 177,838 feet to a point in the County line between Barton and Russell Counties. Being a total distance of 177,838 feet in Barton County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 51,976 feet to a point in the County line between Russell and Ellsworth Counties. Being a total distance of 51,976 feet in Russell County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 36,572 feet to a point in the County line between Ellsworth and Lincoln Counties. Being a total distance of 36,572 feet in Ellsworth County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 174,104 feet to a point in the County line between Lincoln and Mitchell Counties. Being a total distance of 174,104 feet in Lincoln County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 19,411 feet to a point in the County line between Mitchell and Ottawa Counties. Being a total distance of 19,411 feet in Mitchell County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 24,336 feet to a point in the County line between Ottawa and Cloud Counties. Being a total distance of 24,336 feet in Ottawa County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 168,103 feet to a point in the County line between Cloud and Republic Counties. Being a total distance of 168,103 feet in Cloud County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 50,491 feet to a point in the County line between Republic and Washington Counties. Being a total distance of 50,491 feet in Republic County, Kansas.

Thence continuing in a general Northeasterly direction a distance of 115,468 feet to a point in the County line between Washington County, Kansas, and Jefferson County, Nebraska. Being a total distance of 115,468 feet in Washington County, Kansas. Also being a total distance of 1,461,344 feet in the State of Kansas.

Thence continuing in a general Northeasterly direction a distance of 79,361 feet to a point in the County line between Jefferson and Gage Counties. Being a total distance of 79,361 feet in Jefferson County, Nebraska.

Thence continuing in a general Northeasterly direction a distance of 177,534 feet to a point in the County line between Gage and Lancaster Counties. Being a total distance of 177,534 feet in Gage County, Nebraska.

Thence continuing in a general Northeasterly direction a distance of 8,977 feet to a point in the County line between Lancaster and Otoe Counties. Being a total distance of 8,977 feet in Lancaster County, Nebraska.

Thence continuing in a general Northeasterly direction a distance of 123,218 feet to a point in the County line between Otoe and Cass Counties. Being a total distance of 123,218 feet in Otoe County, Nebraska.

Thence continuing in a general Northeasterly direction a distance of 119,163 feet to a point in the County line between Cass County, Nebraska and Mills County, Iowa. Being a total distance of 119,163 feet in Cass County, Nebraska. Also being a total distance of 508,253 feet in the State of Nebraska.

Thence continuing in a general Easterly direction 135,694 feet to a point in the County line between Mills County, Iowa, and Montgomery County, Iowa. Being a total distance of 135,694 feet in Mills County, Iowa.

Thence continuing in a general Easterly direction 128,206 feet to a point in the County line between Montgomery and Adams Counties. Being a total distance of 128,206 feet in Montgomery County, Iowa.

Thence continuing in a general Easterly direction 127,942 feet to a point in the County line between Adams and Adair Counties. Being a total distance of 127,942 feet in Adams County, Iowa.

Thence continuing in a general Easterly direction 64,426 feet to a point in the County line between Adair and Madison Counties. Being a total distance of 64,426 feet in Adair County, Iowa.

Thence continuing in a general Easterly direction 127,693 feet to a point in the County line between Madison and Warren Counties. Being a total distance of 127,693 feet in Madison County, Iowa.

Thence continuing in a general Easterly direction 129,712 feet to a point in the County line between Warren and Marion Counties. Being a total distance of 129,712 feet in Warren County, Iowa.

Thence continuing in a general Easterly direction 128,102 feet to a point in the County line between Marion and Mahaska Counties. Being a total distance of 128,102 feet in Marion County, Iowa.

Thence continuing in a general Easterly direction 130,011 feet to a point in the County line between Mahaska and Keokuk Counties. Being a total distance of 130,011 feet in Mahaska County, Iowa.

Thence continuing in a general Easterly direction 128,680 feet to a point in the County line between Keokuk and Washington Counties. Being a total distance of 128,680 feet in Keokuk County, Iowa.

Thence continuing in a general Easterly direction 129,163 feet to a point in the County line between Washington and Louisa Counties. Being a total distance of 129,163 feet in Washington County, Iowa.

Thence continuing in a general Easterly direction 31,999 feet to a point in the County line between Louisa and Muscatine Counties. Being a total distance of 31,999 feet in Louisa County, Iowa.

Thence continuing in a general Easterly direction 89,857 feet to a point in the County line between Muscatine County, Iowa and Rock Island County, Illinois. Being a total distance of 89,857 feet in Muscatine County, Iowa. Also being a total distance of 1,351,485 feet in the State of Iowa.

Thence continuing in a general Easterly direction 171,539 feet to a point in the County line between Rock Island and Henry Counties. Being a total distance of 171,539 feet in Rock Island County, Illinois.

Thence continuing in a general Easterly direction 158,815 feet to a point in the County line between Henry and Bureau Counties. Being a total distance of 158,815 feet in Henry County, Illinois.

Thence continuing in a general Easterly direction 192,933 feet to a point in the County line between Bureau and La Salle Counties. Being a total distance of 192,933 feet in Bureau County, Illinois.

Thence continuing in a general Easterly direction 158,479 feet to a point in the County line between La Salle and Grundy Counties. Being a total distance of 158,479 feet in La Salle County, Illinois.

Thence continuing in a general Easterly direction 55,743 feet to a point in the County line between Grundy and Kendall Counties. Being a total distance of 55,743 feet in Grundy County, Illinois.

Thence continuing in a general Easterly direction 50,546 feet to a point in the County line between Kendall and Will Counties. Being a total distance of 50,546 feet in Kendall County, Illinois.

Thence continuing in a general Easterly direction 32,769 feet to a point in Section 18, Township 35 North, Range 10 East, in Will County, Illinois. Being a total of 32,769 feet in Will County, Illinois. Also being a total distance of 820,824 feet in the State of Illinois.

Main Pipe Line Rights of Way

All those certain rights-of-way and/or easements for constructing, reconstructing, renewing, operating, maintaining, inspecting, altering, repairing and removing a pipe line or pipe lines for the transportation of gas, or any of its products, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations over and through the following described real estate:

Beaver County, Oklahoma

The N 2429.9 feet of NE¼ 21-1-20; Also the NW¼ 22-1-20; Also the E½ & SW¼ 15-1-20; Also the NW¼ 14-1-20; Also the SW¼ 11-1-20; Also the SE¼ 11-1-20; Also the NE¼ of 11-1-20; Also the SE¼ of SE¼ 2-1-20; also the S½ SW¼ 1-1-20; Also the N½ SW¼ 1-1-20; Also the NW¼ of 1-1-20; Also the NE¼ 1-1-20; Also the SE¼ of 36-2-20; Also the W½ of 31-2-21; Also the N½ NE¼ 31-2-21; Also the SE¼ 30-2-21; Also the NE¼ 30-2-21; Also the NW¼ 29-2-21; Also the SW¼ 20-2-21; Also the SE¼ 20-2-21; Also the NE¼ 20-2-21; Also the NW¼ 21-2-21; Also the SW¼ 16-2-21; Also the NW¼ 16-2-21; NE¼ 16-2-21; Also the SE¼ Sec. 9, & N½ SW¼ 10-2-21; Also the NW¼ of 10-2-21; Also the NE¼ 10-2-21; Also the SE¼ 3-2-21; Also the W½ 2-2-21; Also the SW¼ 35-3-21; Also the SE¼ 35-3-21; Also the NE¼ 35-3-21; Also the SE¼ SW¼ 8-6-24; Also SW¼ 25-3-21; Also the N½ 25-3-21; Also the SE¼ 24-3-21 & SW¼ 19-3-22; Also the NW¼ 19-3-22; Also the N½ NE¼ 19-3-22 & S½ SE¼ 18-3-22; Also the N½ SE¼ 18-3-22; Also the SW¼ & NW¼ 17-3-22; Also the SE¼ SW¼ of 8-3-22;

Also the E½ 8-3-22; Also the NW¼ 9-3-22; Also the S½ 4-3-22; Also the S½ of NW¼ of 4-3-22; Also the NE¼ 4-3-22 & SE¼ 33-4-22; Also the NW¼ SW¼ 34-4-22 & S½ NW¼ of 34-4-22; Also NE¼ NW¼ 34-4-22 & SE¼ SW¼ 27-4-22; Also the SE¼ 27-4-22; Also the S½ SW¼ of 10-2-21; Also the NW¼ 36-3-21; Also the NE¼ 27-4-22; Also the NW¼ NW¼ 26-4-22; Also the SW¼ 23-4-22; Also the NW¼ & W½ NE¼ 23-4-22; Also the SE¼ 14-4-22; Also the NW¼ of SW¼ of 13-4-22; Also the NE¼ 14-4-22; Also the NW¼ Sec. 13, the SW¼ Sec. 12, the E½ of Sec. 12, & the SE¼ Sec. 1, Twp. 4, Rge. 22, and Sec. 6, Twp. 4, Rge. 23, & the W½ and the W½ SE¼ 31-5-23; and Section 12, Twp. 4, Rge. 22 East; Also the NE¼ 31-5-23; Also the SE¼ SE¼ 30-5-23; Also the SW¼ & E½ NW¼ 29-5-23; Also N½ NE¼ 29-5-23; Also the SE¼ of 20-5-23; Also the N½ SW¼ 21-5-23; Also the NW¼ 21-5-23; Also the SW¼ 16-5-23; Also the SE¼ 16-5-23; Also the NE¼ 16-5-23; Also the NW¼ 15-5-23; Also the SW¼ 10-5-23; Also the NW¼ SE¼ 10-5-23; Also the NE¼ 10-5-23; Also the SE¼ 3-5-23; Also the SW¼ and NE¼ 2-5-23; Also the NW¼ 2-5-23 and NW¼ 36-6-23; Also the SE¼ 35-6-23; Also the NE¼ of 35-6-23; Also SW¼ 25-6-23; Also SE¼ 25-6-23; Also the N½ 25-6-23; Also the SE¼ of 24-6-23; Also the SW¼ 19-6-24; Also the NW¼ 19-6-24; Also N½ NE¼ 19-6-24; Also the SE¼ 18-6-24; Also the NW¼ 17-6-24 & N½ SW¼ & SW¼ SW¼ 8-6-24; Also the 74.6 rods in the Southeast corner of SW¼ 8-6-24; Also the SE¼ NE¼ 18-6-24, and W½ NE¼ 8-6-24.

Meade County, Kansas

The S½ SW¼ and NE¼ of Sec. 35. and SE¼ Sec. 26, in Twp. 34 South, and NE¼ & S½ of Sec. 9, and NW¼ Sec. 10, and E½ & SW¼ Sec. 3, and NW¼ Sec. 2, all in Twp. 35, all in Range 29 West, and the N½ SE¼ 7-34-28, and all of Section 16, Twp. 35, Range 29; Also the NW¼ Sec. 35, and N½ SW¼ Sec. 35 in Twp. 34, Rge. 29; Also the NW¼ 25-34-29; Also the NE¼ Sec. 18, and S½ SE¼ Sec. 7, & W½ SW¼ and SW¼ NW¼ Sec. 8, all in Twp. 34 S., Rge. 28 West, and Section 24 and SE¼ Sec. 13, all in Twp. 34, Rge. 29; Also the W½ 18-34-28; Also the NW¼ NW¼ Sec. 8 and N½ SE¼ and NE¼ Sec. 5, all in Twp. 34, Rge. 28; Also the E½ NW¼ 8-34-28 and SE¼ SW¼ and SW¼ SE¼ 5-34-28; Also the NW¼ 4-34-28 and SW¼ 33-33-28; Also the E½ NW¼ and S½ NE¼ 33-33-28; Also the N½ NE¼ Sec. 33, and E½ SE¼ Sec. 28, and W½ & NE¼ Sec. 27, and SE¼ Sec. 22, all in Twp. 33, Rge. 28; Also the NE¼ Sec. 22 and W½ W½ NW¼ Sec. 23, all in Twp. 33, Rge. 28; also the E½ NW¼ 23-33-28; Also the SW¼ of 14-33-28; Also the E½ W½ NW¼ 23-33-28; Also the SE¼ 14-33-28; Also the NW¼ Sec. 13 and NE¼ Sec. 14, all in Twp. 33, Rge. 28; Also the SW¼ Sec. 12-33-28; Also the NE¼ 32-32-27 and SE¼ 12-33-28; Also the NE¼ 12-33-28, and NW¼ 7-33-27; Also the SW¼ 6-33-27; Also the N½ SE¼ 6-33-27; Also the NE¼ 6-33-27; Also the NW¼ of NW¼ 5-33-27; Also the SW¼ of 32-32-27; Also the SE¼ 32-32-27; Also the NW¼ Sec. 32 and SE¼ Sec. 29 and W½ Sec. 28 all in Twp. 32, Rge. 27; Also the NE¼ 28-32-27; Also the SE¼ 21-32-27 and N½ NW¼ of 22-32-27; Also the SW¼ 22-32-27; Also the NW¼ 22-32-27; Also the NE¼ 22-32-27; Also the SE¼ 15-32-27; Also the NE¼ 15-32-27; Also the NW¼ 14-32-27; Also the SW¼ 11-32-27; Also the E½ 11-32-27; Also the N½ NW¼ 12-32-27; Also the SW¼ 1-32-

27; Also the SE¼ of 1-32-27; Also the NW¼ 1-32-27; Also the SE¼ 36-31-27 and NE¼ 1-32-27; Also the S½ of 31-31-26; Also the N½ 31-31-26; Also the SE¼ Sec. 30, and W½ Sec. 29 in Twp. 31, Rge. 26; Also the NE¼ 29-31-26; Also the SE¼ 20-31-26; Also the NE¼ 20-31-26; Also the NW¼ 21-31-26; Also the W½ 16-31-26; Also the SE¼ 16-31-26; Also the NE¼ 16-31-26; Also the NW¼ 15-31-26; Also the SW¼ 10-31-26; Also the NE¼ & N½ SE¼ 10-31-26; Also the SE¼ 3-31-26; Also the SW¼ 2-31-26; Also the NW¼ 2-31-26; Also the NE¼ 2-31-26; Also the SE¼ of 36-30-26.

Ford County, Kansas

The SE¼ of 35-29-25; Also the NW¼ SW¼ 36-29-25; Also the NW¼ 36-29-25; Also the NW¼ 30-29-24; Also the NE¼ 36-29-25; Also the SE¼ 25-29-25; Also the SW¼ 30-29-24; Also the NE¼ 25-29-25; Also the SW¼ 19-29-24; Also the SE¼ 19-29-24; Also the NE¼ 19-29-24; Also the SW¼ of Sec. 17, Twp. 29 South, Range 24 West and NW¼ of Sec. 20, Twp. 29 South, Range 24 West; Also the SE¼ 17-29-24; Also the NE¼ 17-29-24; Also the N½ of NW¼ of Sec. 16, Sec. 9 and SE¼ of Sec. 4, all in Twp. 29 South, Range 24 West; Also the Section 3, Township 29 South, Range 24 West and the SE¼ of Sec. 34, Twp. 28 South, Range 24 West; also the S½ of Sect. 35, Twp. 28 South, Range 24 West and NW¼ of Sec. 35, Twp. 28 South, Range 24 West; Also the NE¼ 35-28-24; Also the SE¼ 26-28-24; Also the SW¼ 25-28-24; Also the NE¼ 26-28-24; Also the NW¼ 25-28-24; Also the SW¼ 24-28-24; Also the SE¼ 24-28-24; Also the NE¼ 24-28-24; Also the NW¼ of Sec. 19, Twp. 28 S, Range 23 W and the SW¼ of Sec. 18, Twp. 28 S, Range 23 W; Also the SE¼ 18-28-23; Also the N½ 18-28-23; Also the NW¼ of 17-28-23; Also the SW¼ of 8-28-23; Also the E½, Section 8, Twp. 28 S., Range

23 W and SW¼ of Sec. 4, Twp. 28 South, Range 23 W; Also the NW¼ of 9-28-23; Also the SE¼ of 4-28-23; Also the W½ of NE¼ of 4-28-23; Also the SW¼ of Sec. 34 Twp. 27 South, Rge. 23 West and the E½ of NE¼ of Sec. 4, Twp. 28S. Rge. 23 West; Also the East ½ Section 34, Range 23, Twp. 27; Also the NW¼ of W½ Section 35, R-23, Twp. 27; Also the land in section 26, R. 23- Twp. 27 for R/W for Pipeline S of Rock Island R. R. Also the Sec. 26, N of the CRIP Ry the N½ of W½ of NW¼ of Sec. 25 and all S. of the Arkansas River in Sec. 24 in Twp. 27S, R 23W. Also the NE¼ Sec. 26, and NW¼ Sec. 25 and the SW cor. of SW¼ to Arkansas River of Sec. 24, Twp. 27-S R-23W; Also the SW¼ of Sec. 24 T, 27S R-23W. Also all of Sec. 18, Twp. 27, R-22W of the 6 P. M. Also all of Sec. 7, R-22, N. Twp. 27; Also the SW¼ Sec. 8, Twp. 27, R-22 W. of the 6 P. M.; Also N½ Sec. 8, Twp. 27, Range 22 W of 6 P. M. Also the SE¼ Sec. 5 SW¼ of Sec. 4 Twp. 27-R-22 W. of the 6 P. M. Also the R/W for pipeline across E½ of SW¼ Sec. 4, Twp. 26-S, R-22W; Also the N½ Sec. 4, Twp. 27, R-22W of the 6 P. M. Also the SE¼ Sec. 33 and SW¼ Sec. 34, NE Quarter Sec. 34 in Twp. 26-R-22W of the 6 P. M. Also the NW¼ Sec. 34, Twp. 26—Range 22 W. of 6 P. M. Also the SE¼ Sec. 27 SW¼ Sec. 26 Twp. 26, R22. Also the NW¼ Sec. 26, Twp. 26, R-22 W of 6 P. M. Also the S½ SE¼ Sec. 23, Twp. 26-S, R-22W. Also the SW¼ Sec. 24, Twp. 26, S, R-22; Also the S½ NW¼ of Sec. 24 and N½ of SE¼ Sec. 23, Twp. 26S, R-22W; Also the R/W across N½ NW¼ of Sec. 24 Twp. 26S R-22W. Also the S½ of SE½ Sec. 13 NE¼ Sec. 24 Twp. 26S-R-22-W; Also the N½ SE¼ Sec. 13 Twp. 26S. R-22W; Also the NW¼ of SW¼ Sec. 18, Twp. 26S, R-21W; Also the NW¼ Sec. 18, Twp. 26S R-21W; Also the NE¼ Sec. 18, Twp. 26S, R-21W, SW¼ Sec. 8, Twp. 26S, R-21W; Also the SE¼ Sec. 7, Twp. 26S, R-21W; Also the NW¼ Sec. 8 Twp. 26-R21-W;

Also the NE¼ Sec. 8, Twp. 26S, R-21W; Also the SW¼ 5-26-21; Also the SE¼ and S½ of NW¼ Sec. 5 Twp. 26S, R-21W and NW¼ of SW¼ Sec. 4, Twp. 26S, R-21W. Also the S½ of NE¼ Sec. 5 and W½ of NW¼ Sec. 4, Twp. 26S, R-21W and SE¼ of NE¼ Sec. 5 and W½ of NW¼ of Sec. 4, Twp. 26S, R-21W. Also the E½ of NW¼ Sec. 4, Twp. 26S, R-21W; Also the Lot 2 of NE¼ of Sec. 4, Twp. 26S, R-21W; Also the SW¼ of Sec. 34 Twp. 25S. R-21W; Also the E½ of Sec. 34 Twp. 25S, R-21W; Also the E½ of Sec. 26 and SW¼ of Sec. 26 Twp. 25 R-21W and NW¼ of Sec. 25 Twp. 25S R-21W; Also the SW¼ of Sec. 24 Twp. 25S, R-21W; Also the W½ of E½ of Sec. 24 Twp. 25S, R-21W. Also the E½ of NE¼ of Sec. 24 Twp. 25S, R-21W; Also the NW¼ 35-25-21. Also the NW¼ 3-28-23.

Edwards County, Kansas

The SE¼ of Sec. 5, Twp. 25S-R20-W; Also the NE¼ 8-25-20; Also the NW¼ of Sec. 19, Twp. 25S, R-20W; Also the SW¼ of Sec. 18, Twp. 25S, R-20W. Also the NW¼ of Sec. 18, Twp. 25S, R-20W. Also the NE¼ of Sec. 18, Twp. 25S, R-20W. Also the W½ of SE¼ of SE¼ Sec. 7, Twp. 25S-R20W; Also the E½ of SE¼ of SE¼ of Sec. 7, Twp. 25S-R20W. Also the SW¼ and all that part of S½ of NW¼ of Sec. 8, Twp. 25S, R-20W of P. M. laying South of AT&S FE R. R. Also that part of S½ NW of Sec. 8 lying N of AT&SFE R. R. and N½ of NW¼ of Sec. 8, Twp. 25S, R-20W. Also the W½ and NE¼ of Sec. 4, 25S, 20W. Also the SE¼ of Sec. 33, Twp. 24S, R-20W and NE¼ of Sec. 34 Twp. 24S, R-20W. Also the SW¼ and NW¼ of Sec. 34, Twp. 24 S,R-20W. and W½ of Sec. 34, Twp. 24S, R-20W; Also the SE¼ of Sec. 27, Twp. 24S, R-20W. Also the SW¼ of Sec. 26 and NW¼ of Sec. 26, Twp. 24S R-20W; Also the NE¼ of Sec. 26, Twp. 24S, R-20W. Also the SE¼ of Sec. 23, Twp. 24, R-20; Also the W½ of Sec. 24, Twp. 24S, R-20W; Also the SW¼ of Sec. 13, Twp. 24S, R20-W.

The SE¼ and NE¼ of Sec. 13, Twp. 24S, R-20 W. Also the NW¼ Sec. 18, Twp. 24S, R-19-W. Also the SW¼ and SE¼ of Sec. 7, Twp. 24S, R-19W. Also the NE¼ of Sec. 7, Twp. 24S. R-19-W. Also the NW¼ of Sec. 8, Twp. 24S, Range 19-W. Also the E½ SW¼ 5-24-19 & W½ of SE¼ 5-24-19. Also the NE¼ of Sec. 5-24S-19-W; Also the NW¼ of Sec. 4-24S-19W; Also the SW¼ Sec. 33, Twp. 23S, R 19-W; Also the SE¼ of Sec. 33-23S-19W. Also the NE¼ of Sec. 33-23S-19W and SW¼ Sec. 27-23-19-W; Also the NW¼ of Sec. 34-23S-19-W. Also the SE¼ of Sec. 22-23S, R-19W and NW¼ of Sec. 27-23S-19-W. Also the NE¼ of Sec. 27-23S-19-W. Also the SW¼ of Sec. 23-23S-19W. Also the NW¼ of Sec. 23-23S-19W and SE¼ of Sec. 14-23S-19W. Also the NE¼ of Sec. 23-23S, R-19W. Also the SW¼ of Sec. 13-23S-19W. Also the N½ of Sec. 13-23S-19-W. Also the W½ of SE¼ Sec. 12-23S-R19-W. Also the E½ of SE¼ Sec. 12-23-19-W.

Russell County, Kansas

The SW¼ and N½ of SE¼ and W½ of NE¼ Sec. 36-15S-12-W. Also the E½ of NE¼ of Sec. 36-15-12 & N½ of SW¼ of Sec. 30-15-11. Also the NW¼ of NW¼ Sec. 31 and S½ of SW¼ Sec. 30 all in Twp. 15-S R-11W. Also the NW¼ of SE¼ of Sec. 30-15S-11W. Also NE¼ Sec. 30-15-11. Also the NW¼ of NW¼ of Sec. 29-and SW¼ Sec. 20 all in Twp. 15S, R-11W. Also the NW¼ of SE¼ of Sec. 20-15S, R11-W. Also the W½ of NE¼ Sec. 20-15S, R11-W. Also the E½ of NE¼ Sec. 20-15S-R-11W. Also the NW¼ of NW¼ Sec. 21, 15-S, R11-W. Also the SW¼ Sec. 16-15S, R-11W. Also the W½ of SE¼ Sec. 16-15-S, R-11W. Also the W½ of NE¼ Sec. 16-15S, R-11W and the NE½

Sec. 16-15S, R-11-W. Also the W½ of NW¼ Sec. 15-15S, R-11W and E½ of SW¼ Sec. 10-15S, R-11W. Also W½ of SW¼ Sec. 10-15-11. Also the W½ of SE¼ and NE¼ of Sec. 10-15-R11. Also the NW¼ of NW¼ of Sec. 11-15-11. Also the SW¼ Sec. 2-15-S, R11.W. Also the S½ of NE¼ and N½ of SE¼ of Sec. 2-15-11. Also the N½ of NE¼ Sec. 2-15-11. Also the NW¼ of NW¼ Sec. 1-15S. R-11W and SW¼ Sec. 36-14-S, 11-W. Also the S½ of NE¼ and N½ of SE¼ of Sec. 36-14S-11W. Also the N½ of NE¼ Sec. 36-14S, 11-W. Also the S½ of SE¼ Sec. 25, 14S, 11W. Also the NE¼ Sec. 31-14-11.

Ellsworth County, Kansas

SW¼ Sec. 30-14S-10W; Also the NW¼ Sec. 30-14S-10W; Also the NE¼ Sec. 30, 14-10 and NW¼ Sec. 20-14S-R10W, except R. R. R/W. Also SE¼ Sec. 19-14, 10, And SW¼ Sec. 20-14-10 except cemetery pumping station tract; Also the S½ of NE¼ and NW¼ of NE¼ Sec. 20-14S-10W. Also the NE¼ of NE¼ Sec. 20-14S-R10-W and SE¼ of SE¼ of Sec. 17-14S-10W. Also W½ of SW¼ Sec. 16-14-10. Also the E½ of SW¼ of Sec. 16-14-10. Also the E½ of NW¼ of Sec. 16-14-10. Also the NE¼ Sec. 16-14-10 and SE¼ Sec. 9-14-10. Also SW¼ Sec. 10-14-10. Also the NW¼ of Sec. 10-14-10. Also NE¼ Sec. 10-14-10 and S½ SE¼ Sec. 3-14-10. Also the N½ SW¼ of Sec. 2-14-10. Also the S½ of SW¼ except a one acre strip from East side of Sec. 2-14-10. Also the S½ of NW¼ of Sec. 2-14-10. Also the NE¼ of Sec. 2-14-10.

Mitchell County, Kansas

The SW¼ of Sec. 34-9-6. Also the SE¼ of Section 34-9-6. Also the NE¼ of Sec. 34-9-6. Also the N½ of Sec. 34 and NW¼ Sec. 35 and W½ NW¼ Sec. 25-9-6. And NE¼ Sec. 26-9-6. Also the SE¼ of SW¼ and SE¼ of Sec. 26-9-6. Also the E½ of NW¼ of Sec. 25-9-6. S½ Sec. 24-9-6. Also the N½ Sec. 24-9-6.

Ottawa County, Kansas

The N½ of NW¼ Sec. 19-9-5 & SW¼ of NW¼ Sec. 19-9-5. Also all of Sec. 18-9-5W. Also NW¼ Sec. 17-9-5. Also the SW¼ Sec. 8-9-5. Also the E½ NE¼ Sec. 8-9-5 and the NW¼ of SE¼ Sec. 8-9-5. Also the W½ of NE¼ Sec. 8-9-5. Also the NW¼ of Sec. 9-9-5. Also the S½ of SW¼ Sec. 4-9-5. Also the N½ of SW¼, Sec. 4-9-5. Also the SE¼ Sec. 4-9-5. Also the NE¼ 4-9-5. Also the N½ of the NW¼ Sec. 3-9-5.

Republic County, Kansas

The S½ of SE¼ Sec. 36-4-2. Also the SW¼ Sec. 31-4-1. Also the S½ of NW¼ Sec. 31-4-1. Also the W½ of NE¼ Sec. 31-4-1. Also the NE¼ of NE¼ Sec. 31-4-1. Also the SE¼ Sec. 30-4-1. Also the W½ of SW¼ Sec. 29-4-1. Also the E½ of W½ of Sec. 29-4-1. Also the NE¼ Sec. 10- and NE¼ 29-4-1. Also the SE¼ Sec. 20-4-1. Also the W½ of SW¼ Sec. 21-41-1. Also the W½ of NW¼ of Sec. 21-4-1. Also the E½ of the NW¼ of Sec. 21-4-1. Also the NW¼ of NE¼ Sec. 21- and E½ of SE¼ of Sec. 16-4-1. Also the SW¼ of SE¼ of Sec. 16-4-1. Also the W½ of Sec. 36-3-1 and NW¼ of Sec. 15 and SE¼ of NE¼ of Sec. 16-4-1. Also the SW¼ Sec. 10-4-1. Also the SE¼ 10-4-1. Also the N½ of NW¼ Sec. 11-4-1. Also the SE¼ of Sec. 2-4-1. Also the W½ of NE¼ of Sec. 2-4-1. Also the E½ of NE¼ Sec. 2-4-1. Also the E½ of SE¼ Sec. 35-3-1. Also the W½ of NE¼ Sec. 36-3-1. Also the SE¼ of Sec. 25-3-1. Also the SW¼ Sec. 2-4-1.

Lincoln County, Kansas

The SE¼ of Sec. 35-13-10. Also the SW¼ Sec. 36-13-10 and S½ of NE¼ Sec. 36-13-10. Also the NW¼ of Sec. 36-13-10. The N½ of NE¼ Sec. 36-13-10. Also the W½ of SE¼ Sec. 25-13-10. Also the E½ of SE¼ Sec. 25-13-10. Also the SW¼ Sec. 30-13-9. Also the NW¼ Sec. 30-13-9. Also the NE¼ Sec. 30-13-9. Also the SE¼ Sec. 19-13-9. Also the SW¼ Sec. 20-13-9. Also the NE¼ and NW¼ of Sec. 20-13-9. Also the SE¼ of Sec. 17-13-9. Also the NW¼ Sec. 16-13-9. Also the SW¼ Sec. 16-13-9 and NE¼ Sec. 16-13-9 and SE¼ 9-13-9. Also the NE¼ Sec. 10 NW¼ Sec. 10, SW¼ Sec. 10-13-9. Also the SE¼ Sec. 3-13-9. Also the W½ of NW¼ of Sec. 2-13-9 and N½ of SW¼ Sec. 2-13-9. Also the E½ of the NW¼ Sec. 2-13-9. Also the W½ of NE¼ of Sec. 2-13-9. Also the SE¼ Sec. 35-12-9. Also the NE¼ Sec. 35-12-9. Also the SW¼ of Sec. 35-12-9. Also the S½ of N½ of NW¼ Sec. 36-12-9 and S½ of NW¼ Sec. 36-12-9. Also the SW¼ Sec. 25-12-9. Also the S½ of NW¼ Sec. 30-12-8 and E½ Sec. 25-12-9. Also the SW¼ of Sec. 19-12-8. And N½ of NW¼ Sec. 30-12-8. Also the SE¼ of Sec. 19-12-8. Also the NE¼ Sec. 19-12-8. Also the SE¼ Sec. 17-12-8. and NW¼ Sec. 20-12-8. Also the SW¼ Sec. 17-12-8. Also the E½ of the NE¼ Sec. 17-12-8. Also the NW¼ Sec. 16-12-8. Also the S½ of SW¼ of Sec. 9-12-8. Also the NE¼ and W½ of SE¼ Sec. 9-12-8. Also the E½ of SE¼ Sec. 9-12-8. Also Pt. of NW¼ of NW¼ and S½ of NW¼ Sec. 10-12-8. Also SW¼ of Sec. 3-12-8 and NW¼ Sec. 10-12-8. Also the S½ of SE¼ of Sec. 3-12-8. Also the N½ of SE¼ Sec. 3-12-8. Also the S½ of NE¼ of Sec. 3-12-8. Also the NE¼ of NE¼ Sec. 3-12-8. Also the NW¼ of NW¼ Sec. 2-12-8. Also the W½ of SW¼ of Sec. 35-11-8. Also the E½ of SW¼ of Sec.

35-11-8. Also the SE$\frac{1}{4}$ of Sec. 35-11-8. Also the NE$\frac{1}{4}$ Sec. 35-11-8. Also the NW$\frac{1}{4}$ of Sec. 36-11-8. Also the SW$\frac{1}{4}$ Sec. 25-11-8. Also the SE$\frac{1}{4}$ of Sec. 25-11-8. Also NE$\frac{1}{4}$ Sec. 25-11-8. Also the S$\frac{1}{2}$ of SW$\frac{1}{4}$ Sec. 19-11-7 and N$\frac{1}{2}$ of NW$\frac{1}{4}$ Sec. 30-11-7. Also the N$\frac{1}{2}$ of SW$\frac{1}{4}$ Sec. 19-11-7. Also the N$\frac{1}{2}$ of SE$\frac{1}{4}$ and S$\frac{1}{2}$ of NE$\frac{1}{4}$ Sec. 19- and N$\frac{1}{2}$ of NW$\frac{1}{4}$ of Sec. 20-11-7. Also the N$\frac{1}{2}$ of NE$\frac{1}{4}$ of Sec. 19-11-7. Also the SW$\frac{1}{4}$ of Sec. 17-11-7. Also the W$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 17-11-7. Also the NE$\frac{1}{4}$ of Sec. 17- and N$\frac{1}{2}$ of NW$\frac{1}{4}$ Sec. 16- and S$\frac{1}{2}$ of SW$\frac{1}{4}$ Sec. 9 and N$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 9-11-7. Also the N$\frac{1}{2}$ of SW$\frac{1}{4}$ of Sec. 9-11-7. Also the S$\frac{1}{2}$ of NE$\frac{1}{4}$ of Sec. 9-11-7. Also the N$\frac{1}{2}$ of NE$\frac{1}{4}$ of Sec. 9-11-7. Also the S$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 4-11-7. Also the SW$\frac{1}{4}$ of Sec. 3-11-7. Also the E$\frac{1}{2}$ of NW$\frac{1}{4}$ of Sec. 3-11-7. Also the NE$\frac{1}{4}$ of Sec. 3-11-7. Also the SW$\frac{1}{4}$ of Sec. 35-10-7. Also the E$\frac{1}{2}$ of NW$\frac{1}{4}$ of Sec. 35-10-7 and NW$\frac{1}{4}$ of SW$\frac{1}{4}$ of Sec. 25-10-7. Also the NE$\frac{1}{4}$ of Sec. 35-10-7. Also the S$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 26-10-7. Also the S$\frac{1}{2}$ and NE$\frac{1}{4}$ of SW$\frac{1}{4}$ and S$\frac{1}{2}$ of NE$\frac{1}{4}$ and the SE$\frac{1}{4}$ of NW$\frac{1}{4}$ of Sec. 25-10-7. Also the N$\frac{1}{2}$ of NE$\frac{1}{4}$ of Sec. 25-10-7. Also SE$\frac{1}{4}$ of Sec. 24-10-7. Also the W$\frac{1}{2}$ of SW$\frac{1}{4}$ and NW$\frac{1}{4}$ and W$\frac{1}{2}$ of NE$\frac{1}{4}$ of Sec. 19-10-6. Also the SW$\frac{1}{4}$ of the SE$\frac{1}{4}$ of Sec. 18-10-6.

The NW$\frac{1}{4}$ of SE$\frac{1}{4}$ and E$\frac{1}{2}$ of SE$\frac{1}{4}$ less 8 acres North of R. R. Sec. 18-10-6. Also the SW$\frac{1}{4}$ Sec. 17-10-6. Also the NW$\frac{1}{4}$ of Sec. 17-10-6. Also the NE$\frac{1}{4}$ of Sec. 17-10-6. Also the S$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 8-10-6. Also the N$\frac{1}{2}$ of SE$\frac{1}{4}$ of Sec. 8-10-6. Also the SW$\frac{1}{4}$ of Sec. 9-10-6. Also the S$\frac{1}{2}$ of NW$\frac{1}{4}$ and SW$\frac{1}{4}$ of NE$\frac{1}{4}$ of Sec. 9-10-6. Also the N$\frac{1}{2}$ of NW$\frac{1}{4}$ of Sec. 9- and NW$\frac{1}{4}$ of NE$\frac{1}{4}$ of Sec. 9 and W 30A in SW$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 4-10-6 and SE$\frac{1}{4}$ of SW$\frac{1}{4}$ of Sec. 4-10-6. Also the NW$\frac{1}{4}$ of SE$\frac{1}{4}$ of Sec. 4-10-6. Also the NE$\frac{1}{4}$ and E$\frac{1}{2}$ of SE$\frac{1}{4}$ and E10A in SW$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 4-10-6. Also the NW$\frac{1}{4}$ of Sec. 3-10-6. Also the SW$\frac{1}{4}$ Sec. 12-12-9. Also the N$\frac{1}{2}$ of N$\frac{1}{2}$ of NW$\frac{1}{4}$ of Sec. 36-12-9.

Washington County, Kansas

The SW¼ of Sec. 30-3-1. Also the NW¼ Sec. 30-3-1. Also the N½ of NE¼ of Sec. 30-3-1. Also the SE¼ of Sec. 19-3-1. Also the NW¼ of Sec. 20 and E½ of NE¼ of Sec. 19-3-1. Also the SW¼ of Sec. 17-3-1. Also the SE¼ of Sec. 17-3-1. Also the W½ of SW¼ of Sec. 9-and NE¼ of Sec. 17-3-1. Also the NW¼ of Sec. 16-3-1. Also the W½ of SE¼ and E½ of SW¼ of Sec. 9-3-1. Also the W½ of NE¼ of Sec. 9 and SE¼ of SE¼ of Sec. 4-3-1. Also the W½ of the NW¼ of Sec. 10 and E½ of NE¼ of Sec. 9-3-1. Also the W½ of SW¼ of Sec. 3-3-1. Also the E½ of W½ of Sec. 3-3-1 and SE¼ of SE¼ of Sec. 34-2-1. Also the W½ of the NE¼ of Sec. 3-3-1 except 1½ A in NE¼ of SW¼ of NE¼ Sec. 3-3-1. Also the NE¼ of NE¼ of Sec. 3-3-1 and S½ of SW¼ of Sec. 35-2-1. Also the S½ of NW¼ and NE¼ of NW¼ of Sec. 35-2-1 except commencing NE cor. of NW¼ Sec. 35 thence S. 355 ft, thence W 120 ft. thence N. 355 ft. thence E. 120 ft. to place of beginning. Also the NE¼ of Sec. 35-2-1. Also the N½ SW¼ Sec. 35-2-1. Also the SE¼ Sec. 26 and all of Sec. 25-2-1. Also the SW¼ of the SE¼ of Sec. 24-2-1E. Also the E½ of the SE¼ of Sec. 24-2-1. Also the SW¼ of Sec. 19-2-2E. Also the N½ of the NW¼ of Sec. 19-2-2E. Also the W½ of the NE¼ of Sec. 19-2-2E. Also the SE¼ of Sec. 18-2-2E. Also the SW¼ of Sec. 17-2-2-E. Also the NW¼ of Sec. 17-2-2E. Also the NE¼ of Sec. 17-2-2E. Also the S½ of the SE¼ of Sec. 8-2-2E.

Also the N½ of SE¼ of Sec. 8-2-2E. Also the S½ of NE¼ Sec. 8-2-2E. Also a tract of land in the NW¼ of 9-2-2 beginning at NW corner of NW¼ Sec. 9, then E 107 rods, then S 160 rods; then W 107 rods, then North to beginning. Also all of Sec. 4-2-2E. Also the W½ Sec. 3-2-2E. Also the S¼ of SW¼ Sec. 34-1-2. Also the SE¼ of Sec. 34-1-2E of 6 P. M. Also the SW¼ of NE¼ and S½ of NW¼ and NE¼ of SW¼ of Sec. 34-1-2E. Also the E½ of NE¼ of Sec. 34-1-2E. Also the W½ of SW¼ of Sec. 26-1-2E and W½ of NW¼ of Sec. 35-1-2E. Also the S½ of the NW¼ and E½ of the SW¼ in Sec. 26-1-2E. Also the W½ of the NE¼ and SE¼ of Sec. 26-1-2E. Also the E½ of the NE¼ Sec. 26-1-2E of 6th P.M. Also the SW¼ of the SW¼ of Sec. 24-1-2 East and SE¼ of the SE¼ Sec. 23-1-2E. Also the NW¼ of the SW¼ of Sec. 24-1-2E. Also the E½ of SW¼ Sec. 24-1-2E. Also the E½ of the NW¼ of Sec. 24-1-2E. Also the N½ of the NE¼ and the N½ of S½ of NE¼ of Sec. 24-1-2E. Also the SE¼ of Sec. 13-1-2E. Also the NE¼ of Sec. 18 and the SW¼ of Sec. 18 Twp. 1-3E. Also the S½ of NW¼ of Sec. 18-1-3E. Also the N½ of NW¼ of Sec. 18 1-3E. Also the SE¼ of Sec. 7-1-3E. Also the NE¼ of Sec. 7-1-3E. Also the NW¼ of Sec. 8-1-3E. Also the W½ of SE¼ and E½ of SW¼ of Sec. 5-1-3E. Also the E½ of the SE¼ of Sec. 5-1-3E. Also the NE¼ of Sec. 5-1-3E. Also the NW¼ of Sec. 4-1-3E. Also the NW¼ Sec. 8-1-4. Also N½ of SE¼ Sec. 8-2-2E. Also the NW¼ of Sec. 17-2-2E. Also the NW¼ of SW¼ Sec. 20-3-1E. Also the S½ of NW¼ of Sec. 19-2-2E.

Clark County, Kansas

The SW¼ 30-30-25; Also the SE¼ 30-30-25; Also the NE¼ 30-30-25; Also the NW¼ 29-30-25; Also the SW¼ 20-30-25; Also the E½ 20-30-25; lying North of Rock Island Railroad; Also the NW¼ 21-30-25; Also the SW¼ 16-30-25; Also the SE¼ 16-30-25; Also the NE¼ 16-30-25 and NW¼ 15-30-25; Also the W½ and NE¼ 10-30-25; Also the S½ SE¼ 3-30-25; Also the SW¼ 2-30-25; Also the N½ 2-30-25; Also the W½ 31-30-25; Also the SE¼ 20-30-25.

Pawnee County, Kansas

The W½ 7-23-18; Also the NE¼ 7-23-18; Also the SE¼ 6-23-18; Also the SW¼ 32-22-18 and NW¼ 5-23-18 and NE¼ 6-23-18; Also the E½ 32-22-18; Also the NW¼ 33-22-18; Also the SW¼ 28-22-18; Also the SE¼ 28-22-18; Also the NE¼ 28-22-18; Also the NW¼ of 27-22-18; Also the SW¼ 22-22-18; Also the E½ 22-22-18; Also the NW¼ 23-22-18; Also the S½ 14-22-18; Also the NE¼ 14-22-18; Also the NW¼ 13-22-18; Also the S½ of 12-22-18 and Lots 4 & 5 of NE¼ 12-22-18; Also Lots 9 & 10 & N½ NE¼ 12-22-18. Also the NW¼ 7-22-17; Also the SW¼ and NE¼ 6-22-17; Also the SE¼ 6-22-17 Less RR right of way; Also the NW¼ 5-22-17 and all of Section 32, Township 21 South, Range 17 West, and the SE¼ 29-21-17; Also the SW¼ and S½ NW¼ of 28,-21,-17; Also the NE¼ 28-21-17; Also the SE¼ 21-21-17; Also the SW¼ of 22-21-17; Also the NW¼ 22-21-17; Also the NE¼ 22-21-17; Also SE¼ 15-21-17; Also the SW¼ 14-21-17; Also the N½ 14-21-17; Also the SE¼ 11-21-17; Also the W½ SW¼ 12-21-17; Also the NW¼ 12-21-17; Also the NE¼ 12-21-17; Also the SE¼ of 1-21-17; Also the NW¼ SW¼ 6-21-16; Also the N½ 6-21-16; Also the S½ and NE¼ 32-20-16; Also the NW¼ 33-20-16; Also the SE¼ 29-20-16; Also the SE¼ 21-20-16 and S½ S½ SW¼ 28-20-16; Also the N½ SW¼ SW¼ 28-20-16; Also the N½ SW¼ 28-20-16; Also the N½ 28-20-16; Also the W½ 22-20-16; Also the NE¼ 22-20-16; Also the SE¼ of Sec. 15 and SW¼ Sec. 14, in Twp. 20, Rge. 16; Also the NW¼ 14-20-16; Also the NE¼ 14-20-16; Also the S½ SE¼ 11-20-16; Also the SW¼ 12-20-16; Also the NW¼ of 12-20-16; Also the NE¼ 12-20-16; Also the SE¼ 1-20-16.

Barton County, Kansas

The W½ SW¼ 6-20-15; Also the NW¼ 6-20-15; Also the NE¼ 6-20-15; Also the SE¼ of 31-19-15; Also the W½ SW¼ 32-19-15; Also the NW¼ 32-19-15; Also the NE¼ 32-19-15; Also the SE¼ 29-19-15; Also the SW¼ 28-19-15; Also the NE¼ 29-19-15; Also the NW¼ of 28-19-15; Also the NE¼ 28-19-15; Also the SE¼ 21-19-15; Also the SW¼ 22-19-15; Also the NE¼ 21-19-15; Also the NW¼ 22-19-15 and SW¼ 15-19-15; Also the S½ SE¼ of 15-19-15; Also the N½ SE¼ Sec. 15 and S½ NW¼ Sec. 14 all in Twp. 19, Rge. 15; Also the NE¼ Sec. 15 and NW¼ NW¼ Sec. 14, all in Twp. 19, Rge. 15; Also the NE¼ NW¼ 14-19-15; Also the SW¼ 11-19-15; Also the E½ 11-19-15; Also the NW¼ 12-19-15; Also the E½ E½ of Sec. 1-19-15; Also the SW¼ of 1-19-15; Also the W½ SE¼ 1-19-15; Also the NE¼ 1-19-15 and W½ NW¼ 6-19-14; Also the S½ 31-18-14; Also the NE¼ 31-18-14; Also the N½ NW¼ 32-18-14; Also the SW¼ and E½ of Sec. 29 and NW¼ of Sec. 28, all in Twp. 18, Rge. 14; Also the SE¼ 20-18-14; Also the SW¼ 21-18-14; Also the NW¼ 21-18-14; Also the NE¼ Sec. 21 and SE¼ Sec. 16 in Twp. 18, Rge. 14; Also the SW¼ 15-18-14; Also the NW¼ 15-18-14; Also the NE¼ of 15-18-14; Also the SE¼ 10-18-14; Also the SW¼ 11-18-14; Also the N½ 11-18-14; Also the SE¼ Sec. 2 and S½ NW¼ Sec. 1, in Twp. 18, Rge. 14; Also SW¼ 1-18-14; Also the NE¼ 1-18-14; Also the SE¼ 36-17-14; Also the SW¼ 31-17-13; Also the N½ 31-17-13; Also the SE¼ 30-17-13; Also the SW¼ 29-17-13; Also the NW¼ 29-17-13; Also the E½ SE¼ 20-17-13 and NE¼ 29-17-13; Also the W½ SE¼ and SW¼ 20-17-13; Also the W½ and NW¼ NE¼ 21-17-13; Also the S½ 16-17-13; Also the NW¼ SW¼ 15-17-13; Also the SE¼ NE¼ 16-17-13; Also the NW¼ 15-17-13; Also the SW¼ 10-17-13; Also SE¼ 10-17-13; Also the NE¼ 10-

17-13; Also the NW¼ 11-17-13; Also SW¼ 2-17-13; Also N½ 2-17-13; Also the SE¼ 2-17-13; Also the W½ NW¼ 1-17-13 and NE¼ NW¼ 1-17-13; Also the SW¼ 36-16-13; Also the E½ 36-16-13; Also the N½ NW¼ 31-16-12; Also NW¼ 31-16-12; Also SW¼ and SE¼ of 30-16-12; Also the NE¼ 30-16-12 and S½ 2-16-12; Also the NW¼ 29-16-12; Also the SW¼ Sec. 10 and S½ NW¼ and SW¼ and E½ Sec. 20 in Twp. 16, Rge. 12; Also the E½ Sec. 17 and S½ SW¼ Sec. 16, all in Twp. 16, Rge. 12; Also the N½ SW¼ & NW¼ 16-16-12; Also the E½ Sec. 9-16-12; Also the S½ S½ Sec. 3 and N½ NE¼ Sec. 10 in Twp. 16, Rge. 12; Also the E½ NW¼ and S½ NE¼ 10-16-12; Also NE¼ 16-16-12; Also the E½ NW¼ & NE¼ 2-16-12; Also the W½ NW¼ 2-16-12.

Cloud County, Kansas

The S½ SW¼ 34-8-5; Also the NE¼ 34-8-5 and NE¼ SW¼ 34-8-5; and NW¼ SE¼ 34-8-5; Also the NW¼ 35-8-5; Also the SW¼ 26-8-5; Also the SE¼ 26-8-5; Also the NW¼ 26-8-5; Also the NE¼ 26-8-5; Also the SE¼ 23-8-5; Also all land lying Southwest of Union Pacific Railroad in Sec. 24, Twp. 8, Rge. 5, and the SW¼ 24-8-5; Also all land lying Northeast of the Union Pacific Railroad in 24-8-5; Also the SE¼ 13-8-5; Also the SW¼ 18-8-4; Also the NW¼ 18-8-4; Also the SE¼ 7-8-4 and the N½ NE¼ 18-8-4; Also the N½ SW¼ 8-8-4; Also the NW¼ 8-8-4; Also the W½ NE¼ 8-8-4; Also the S½ 5-8-4; Also the NE¼ 5-8-4; Also the NW¼ 4-8-4; Also the S½ 33-7-4; Also the NE¼ 33-7-4; Also the NW¼ 34-7-4; Also the S½ SE¼ 27-7-4 and SW¼ 27-7-4 and N½ NW¼ 34-7-4; Also the N½ and N½ SE¼ 27-7-4; Also the W½ NW¼ 26-7-4; Also the W½ SW¼ 23-7-4; Also the E½ SW¼ 23-7-4; Also the SE¼ of 23-7-4; Also the NE¼ 23-7-4; Also the S½ SE¼ 14-7-4; Also the W½ 13-7-4;

Also the NE¼ 13-7-4; Also the E½ SE¼ 12-7-4; Also the W½ and NE¼ 7-7-3; Also the SW¼ SE¼ 6-7-3; Also the E½ SE¼ 6-7-3; Also the SE¼ NE¼ Sec. 6 and NW¼ Sec. 5, Twp. 7, and SE¼ SW¼ Sec.32, Twp. 6, all in Rge. 3; Also the NW¼ SW¼ 5-7-3; Also the E½ Sec. 32 and W½ NW¼ Sec. 33 in Twp. 6, Rge. 3; Also the SW¼ 28-6-3; Also the SE¼ 28-6-3; Also the S½ NE¼ 28-6-3; Also the N½ NE¼ 28-6-3; Also the N½ NW¼ 27-6-3; Also the SW¼ 22-6-3; Also the SW¼ NE¼ of 22-6-3; Also the N½ NE¼ and SE¼ NW¼ 22-6-3; Also the SE¼ SE¼ 15-6-3; Also the SW¼ of 14-6-3; Also the NW¼ 14-6-3; Also the NE¼ 14-6-3; Also the SE¼ 11-6-3; Also the W½ SW¼ and S½ NW¼ 12-6-3; Also the N½ NW¼ 12-6-3; Also the SW¼ SE¼ Sec. 1 and NW¼ NE¼ of Sec. 12 in Twp. 6, Rge. 3; Also the E½ SE¼ 1-6-3 and NW¼ SW¼ 6-6-2; Also the NW¼ of 6-6-2; Also the W½ SE¼ 31-5-2 and NW¼ NE¼ 6-6-2; Also the E½ SE¼ and SE¼ NE¼ 31-5-2; Also Lots 4 & 5 of S½ NW¼ 32-5-2; Also the Fractional N½ NW¼ 32-5-2 and Lot 3, 32-5-2; Also Lots 1 & 2 of Sec. 32 and Lots 5 & 8 of Sec. 29 and SE¼ Sec. 29 in Twp. 5, Rge. 2, and the dike along the North side of the Republican River in Section 29, Township 5 South, Range 2 West; Also the E½ NE¼ 29-5-2; Also the NW¼ 28-5-2; Also the S½ SW¼ 21-5-2; Also the SW¼ SE¼ 21-5-2; Also the N½ SE¼ and NE¼ Sec. 21 and 10 acres more or less in NW¼ NW¼ Sec. 22 lying North of Union Pacific Railroad and West of Salt Creek all in Twp. 5 South, Range 2 West; Also that part of W½ NW¼ Sec. 22 lying South of The Union Pacific Railroad Right of way in Twp. 5, Rge. 2; Also 12/100 acre more or less in the NW¼ NW¼ 22-5-2 known as School District #101; Also All that part of Sec. 22 lying North and East of the right of way of the Junction City and Ft. Kearney Branch of the Union Pacific Railroad in Township

5, Range 2 West; Also the W½ SW¼ 15-5-2; Also the SE¼ SW¼ of 15-5-2; Also the NE¼ SW¼ and SW¼ NE¼ 15-5-2; Also the NW¼ SE¼ 15-5-2; Also the E½ NE¼ 15-5-2; Also the N½ NW¼ 14-5-2; Also the SW¼ 11-5-2; Also the S½ N½ SE¼ 11-5-2; Also the SE¼ NE¼ Sec. 11 and N½ N½ SE¼ Sec. 11 in Twp. 5, Rge. 2; Also the W½ NE¼ 11-5-2; Also the NE¼ NE¼ 11-5-2; Also the N½ NW¼ 12-5-2; Also the SW¼ SW¼ 1-5-2; Also the SE¼ SW¼ 1-5-2; Also the NE¼ SW¼ 1-5-2; Also the NW¼ SE¼ 1-5-2; Also the NE¼ 1-5-2; Also the SE¼ NW¼ 1-5-2; Also the land lying North of Union Pacific Ry. in 24-8-5; Also the NW¼ 33-5-2 South of river, and a portion of NW¼ 33-5-2 on North side of Republic River; Also the NE¼ 32-5-2.

Jefferson County, Nebraska

The SW¼ SW¼ 33-1-3; Also the E½ SW¼ and W½ SE¼ in 33 1-3 and the E½ W½ SW¼ 27-1-3, and E½ SW¼ and W½ SE¼ 27-1-3; Also the W½ NE¼ 33-1-3; Also the E½ NE¼ 33-1-3 and W½ NW¼ 34-1-3; Also the W½ W½ SW¼ 27-1-3; Also the W½ NE¼ 27-1-3 and SE¼ SE¼ 22-1-3 and SE¼ NW¼ 27-1-3; Also the NE¼ NE¼ 27-1-3; Also the W½ SW¼ and N½ NE¼ 23-1-3; Also the E½ SW¼ and SE¼ NW¼ of 23-1-3; Also the S½ NE¼ 23-1-3; Also the E½ SE¼ 14-1-3 and W½ SW¼ 13-1-3; Also the E½ SW¼ and S½ NW¼ 13-1-3; Also that part of SW¼ NE¼ South and West of St. Joseph & Grand Island Railroad in 13-1-3; Also the NE¼ NE¼ 13-1-3 and NW¼ NE¼ 13-1-3 and S½ NE¼ 13-1-3 lying North of RR tracks, and S½ SE¼ 12-1-3 and NE¼ SE¼ 12-1-3, and all of Sec. 7, Twp. 1, Rge. 4 East; Also the S½ 6-1-4; Also the NE¼ 6-1-4; Also the NW¼ 5-1-4; Also the SW¼ 32-2-4; Also the SE¼ 32-2-4; Also the SE¼ NE¼ 32-2-4 and W½ E½ NW¼ and W½ NW¼

33-2-4; Also the SW¼ and W½ SE¼ 28-2-4; Also the W½ NE¼ 28-2-4 South of C. B. & Q. RR, and E½ NE¼ 28-2-4, and NW¼ 27-2-4; Also the SW¼ 22-2-4; Also the SE¼ and NE¼ 22-2-4; Also the SE¼ 15-2-4; Also the SW¼ 14-2-4; Also the NW¼ 14-2-4; Also the NE¼ 14-2-4; Also the SE¼ 11-2-4; Also the SW¼ and NW¼ 12-2-4; Also the NE¼ 12-2-4; Also the S½ SE¼ and NE¼ SE¼ 1-2-4; Also Private road 1½ rods wide, East side of W½ NE¼ 33-1-3; Also Lots 3 & 4 of W½ SE¼ 28-2-4.

Gage County, Nebraska

The SW¼ Sec. 6-2-5E. Also the NW¼ Sec. 6-2-5E. Also the S½ of SE¼ Sec. 31-3-5E and N½ of NE¼ Sec. 6-2-5E. Also the N½ of SE¼ Sec. 31-3-5E. Also the W½ of Sec. 32-3-5E. Also the N½ of NE¼ Sec. 32-3-5E. Also the S½ of Sec. 29-3-5E. Also SW¼ of Sec. 28-3-5E. Also the S½ of NW¼ Sec. 28 and SE¼ of NE¼ Sec. 29-3-5E. Also the N½ of NW¼ of Sec. 28-3-5E. Also the S½ of Sec. 21-3-5E. Also the NE¼ of Sec. 21 and NW¼ Sec. 22-3-5. Also the SW¼ Sec. 15-3-5E. Also the SE¼ Sec. 15-3-5E. Also the NE¼ of 15-3-5E. Also the E½ of NE¼ of Sec. 1. NW¼ of Sec. 14 and NE¼ of Sec. 11-3-5E. Also the SW¼ Sec. 11-3-5E. Also the SE¼ Sec. 11-3-5E. Also the NW¼ Sec. 12-3-5E. Also the SW¼ Sec. 1-3-5E. Also the NW¼ Sec. 1-3-5E. Also the SW¼ of NE¼ and W 30A of NW¼ of NE¼ Sec. 1-3-5E. Also the E 10A of NW¼ of NE¼ Sec. 1-3-5E. Also the S½ of SE¼ Sec. 36-4-5E. Also the NW¼, and NE¼ of SW¼ and W½ of SW¼ Sec. 31, 4-6E. Also the SW¼ of NE¼ Sec. 31-4-6E. Also the N½ of NE¼ Sec. 31-4-6E. Also the N½ of SW¼ of Sec. 29 and that part of S½ of NW¼ of Sec. 29 lying S and W of the center of Big Blue River in Twp. 4-6E. Also the N½ of NW¼ of Sec. 29 and that part of S½ of NW¼ of Sec. 29 north and East of the center of Big Blue River and that part of W½ of NE¼ of Sec. 29 that lies S and W of the R/W of O and S. W. R. R. Co. and N and E of center Big Blue River Twp. 4-6E. Also the N½ of NE¼ of Sec. 29-4-6E N and E of R. R. (C. B. & Q.). Also the SE¼ Sec. 20-4-6E also W½ SW¼ of Sec. 21-4-6. Also the NW¼ Sec. 21-4-6E. Also the NW¼ of NE-¼ Sec. 21-4-6E. Also the SE¼ Sec. 16-4-6E Also the S½ NW¼ and W½ E½ SW¼ and W½ SW¼ Sec. 15-4-6E. Also the N½ of NW¼ Sec. 15-4-6E. Also the NE¼ Sec. 15-4-6E. Also the SE¼ Sec. 10-4-6E. Also the E½ of NE¼ Sec. 10 and W½ and NE¼ of NW¼ Sec. 11-4-6E. Also the SW¼ Sec. 2-4-6E. Also the SW¼ SE¼ Sec. 2-4-6E. Also the N½ of SE¼ Sec. 2-4-6E. Also the NE¼ Sec. 2-4-6E. Also the W½ of NW¼ Sec. 1-4-6E. Also the E½ of NW¼ and W½ of NE¼ Sec. 1-4-6E. Also the N½ of SW¼ Sec. 36-5-6E. Also the SE¼ Sec. 36-5-6E. Also the W½ of NE¼ Sec. 36-5-6E. Also the SE¼ of NE¼ Sec. 36-5-6E Also the NW¼ Sec. 30-5-7E and NW¼ Sec. 31-5-7E and NE¼ of NE¼ Sec. 36-5-6E and SW¼ Sec. 30-5-7E. Also the SE¼ Sec. 30-5-7E. Also the NE¼ Sec. 30-S½ of SW¼ and S¼ N½ of SW¼ Sec. 20-5-7E. Also the NW¼ SW¼ Sec. 2 and SE¼ of Sec. 3 and SE¼ Sec. 9 and SE½ NW¼ Sec. 20 and SE¼ SE¼ Sec. 19, all in Twp. 5, Rge. 7. Also the NE¼ Sec. 20-5-7E. Also the SE¼ of SE¼ Sec. 17-5-7E. Also the NE¼ of SE¼ of 17-5-7. Also the W½ of SW¼ Sec. 16-5-7E. Also the NW¼ Sec. 16-5-7E. Also the N½ of NE¼ Sec. 16, 5-7E. Also the W½ of Sec. 10-5-7E. Also the NW¼ of NE¼ Sec. 10-5-7E. Also the W½ of NW¼ Sec. 2-5-7. Also the E½ of NW¼ Sec. 2-5-7E. Also the NE¼ Sec. 2-5-7E. Also SE¼ Sec. 35-6-7. Also the SW¼ Sec. 36-6-7. Also the NW¼ Sec. 36-6-7E. Also the NE¼ Sec. 36-6-7E. Also the SE¼ Sec. 25-6-7E. Also NW¼ of SW¼ Sec. 30-6-8E. Also the NW136 2/3 acres of 30-6-8. Also the E½ of Sec. 30-6-8. Also R/W. Also the SE¼ Sec. 19-8-6. Also the SW¼ Sec. 20-6-8E. Also the E½ of NW¼ Sec. 20-6-8E. Also the NE¼ Sec. 20-6-8E and SE¼ Sec. 3-6-8E. Also the SE¼ of SE¼ of Sec. 17 and NE¼ of NE¼ of Sec. 20-6-8. Also the SW¼ of Sec. 16-6-8E. Also the NW¼ and NE¼ Sec. 16-6-8. Also the SE¼ Sec. 9-6-8E. Also the SW¼ and NE¼ Sec. 10-6-8. Also the E½ of NW¼ Sec. 10-6-8E. Also the S½ SW¼ Sec. 2-6-8E. Also the N½ of SW¼ and SE¼ of NW¼ Sec. 2-6-8. Also the N½ of NE¼ and N½ of S½ of NE¼ Sec. 2-6-8E. N½ of NE¼ 16-4-6. Also the SW¼ 30-1-5. Also the E½ of NW¼ and NW¼ NE¼ Sec. 1-3-5E. Also the N 60 A of SW¼ Sec. 20-5-7E. Also the S½ of SW¼ Sec. 36-5-6E. The SW¼ of NW¼ of Sec. 29 South of the Big Blue River; and the SE¼ of NW¼ of Sec. 29 South of the Big Blue River; and SW¼ of NE¼ of Sec. 29 South of the Big Blue River; and NE¼ of SW¼ of Sec. 29 West of the Big Blue River; and W½ of SW¼ of Sec. 29; and N½ of SE¼ and SE¼ of SE¼ of Sec. 30, except 15½ acres Dempster Park, all in Township 4 North, Range 6 East.

Lancaster County, Nebraska

The SE¼ Sec. 35 and W½ SW¼ Sec. 36 in Twp. 7, Rge. 8; Also the E½ SW¼ 36-7-8; Also the NW¼ 36-7-8 and W½ NE¼ 36-7-8; Also the E½ NE¼ 36-7-8; Also the SE¼ 25-7-8.

Otoe County, Nebraska

The SW¼ 30-7-9; Also the NW¼ 30-7-9; Also the W½ NE¼ 30-7-9; Also the SE¼ 19-7-9; Also the W½ 20-7-9; Also the NE¼ 20-7-9 Also the

SE¼ 17-7-9; Also the N½ SW¼ of 16-7-9; Also the NW¼ and N½ NE¼ 16-7-9; Also the SE¼ 9-7-9; Also the SW¼ and S½ NW¼ 10-7-9; Also the SE¼ 3-7-9; Also the SW¼ 2-7-9; Also the N½ 2-7-9; Also the S½ SE¼ of 35-8-9; Also the NW¼ Sec. 36 and N½ SE¼ Sec. 35 in Twp. 8, Rge. 9; Also the SW¼ of 36-8-9; Also the NE¼ 36-8-9; Also the SE¼ 25-8-9; Also the SW¼ Sec. 30 and the West 80 acres of East 2/3 of N½ of 30-8-10; Also the West 1/3 of N½ 30-8-10; Also the SE¼ 19-8-10; Also the SW¼ 20-8-10; Also the N½ 20-8-10; Also the SE¼ 17-8-10; Also the E½ and SW¼ NW¼ and NW¼ SW¼ 16-8-10; Also the NE¼ 16-8-10 and that portion of SW¼ SE¼ Sec. 9-8-10 lying South of County Road; Also the SW¼ SE¼ 9-8-10; Also the NW¼ SE¼ 9-8-10; Also the NE¼ SE¼ 9-8-10; Also the E½ NE¼ 9-8-10; Also the NW¼ Sec. 10 and NE¼ Sec. 3 in Twp. 8, Rge. 10; Also the SW¼ 3-8-10; Also the SE¼ 3-8-10; Also the SW¼ NW¼ 2-8-10; Also the S½ 35-9-10 and N½ NW¼ 2-8-10; Also the NE¼ 35-9-10; Also the NW¼ 36-9-10; Also the SW¼ and SE¼ 25-9-10; Also the NE¼ 25-9-10; Also the NW¼ 30-9-11; Also the SW¼ 19-9-11; Also the SE¼ 19-9-11; Also the NE¼ 19-9-11; Also the NW¼ 20-9-11; Also the SW¼ 17-9-11; Also the SE¼ 17-9-11; Also the NE¼ of 17-9-11; Also the N½ NW¼ 16-9-11; Also the SW¼ 9-9-11; Also the SW¼ NE¼ Sec. 9 and a tract 2 rods wide along the north side of the SE¼ NE¼ Sec. 9 and the North 30 acres of NW¼ SE¼ Sec. 9, in Twp. 9, Rge. 11; Also the SE¼ NE¼ 9-9-11; Also the N½ NE¼ of 9-9-11; Also the NW¼ 10-9-11; Also the SW¼ 3-9-11; Also the SE¼ Sec. 3 and NW¼ Sec. 2 in Twp. 9, Range 11; Also the NE¼ 3-9-11; Also the N½ NW¼ and W½ NE¼ 10-7-9.

Cass County, Nebraska

The SW¼ 35-10-11; Also the SE¼ 35-10-11; Also the NE¼ 35-10N-11E; Also the W½ NW¼ 36-10-11; Also the W½ SW¼ 25-10-11; Also the E½ SW¼ 25-10-11; Also the NW¼ SE¼ 25-10-11; Also that part of NE¼ 25-10-11 West of Mo. Pacific R.R.; Also that part of NE¼ 25-10-11 East of Mo. Pacific R.R., and W½ NW¼ 30-10-12; Also the SW¼ 19-10-12; Also the SE¼ 19-10-12; Also the NE¼ NE¼ & S½ NE¼ 19-10-12; Also the NW¼ 20-10-12; Also the S½ SW¼ 17-10-12; Also the N½ SW¼ 17-10-12; Also the SE¼ 17-10-12; Also the NE¼ 17-10-12; Also the N½ NW¼ 16-10-12; Also the SW¼ 9-10-12; Also the SE¼ 9-10-12; Also the NE¼ 9-10-12; Also the N 100 acres of NW¼ 10-10-12; Also the SW¼ 3-10-12; Also the N½ SE¼ 3-10-12; Also the NE¼ 3-10-12; Also the N. 80 acs. of NW¼ 2-10-12; Also the SW¼ 35-11-12; Also the W½ SE¼ 35-11-12; Also the W½ NE¼ 35-11-12; Also the E½ NE¼ 35-11-12; Also the NW¼ 36-11-12; Also the SW¼ 25-11-12; Also the SE¼ & S½ NE¼ 25-11-12; Also the N½ NE¼ 25-11-12; Also the S½ SW¼ 19-11-13, and NW¼ NW¼ 30-11-13; Also the SE¼ 24-11-12; Also the S½ NW¼, W½ NE¼, N½ SW¼, all in 19-11-13; Also the E½ NE¼ 19-11-13; Also the W. 72½ acs. of E. ½ of SE ¼ 18-11-13; Also the W. 37½ acs. of W½ SW¼ 17-11-13, and the E. 7½ acs. of E½ SE¼ 18-11-13; Also the E. 42 acs. of W½ SW¼ 17-11-13; Also the E½ NW¼ & E½ SW¼ 17-11-13; Also the SE¼ 17-11-13; Also the NE¼ 17-11-13; Also the NW¼ 16-11-13; Also the W½ SW¼ 9-11-13; Also the E½ SW¼ 9-11-13; Also the NW¼ SE¼ 9-11-13; Also the SW¼ NE¼ 9-11-13; Also the SE¼ NE¼ 9-11-13; Also the NE¼ NE¼ 9-11-13; Also the SW¼ 3-11-13; Also the SE¼ 3-11-13; Also the W½ NW¼ 2-11-13, and the NE¼ 3-11-13; Also the N½ SW¼ 2-11-13; Also the N½ SE¼ 2-11-13; Also the N½ SW¼ 1-11-13; Also the W½ SE¼ 1-11-13, and Lots 2, 32, & part of Lot 36 in NW¼ 20-12-14; Also the E½ SE¼ 1-11-13; Also the S½ SW¼ 31-12-14, and E½ NE¼ 1-11-13, and the SE¼ SE¼ 36-12-13; Also the NE¼ SW¼ 31-12-14; Also the E½ NW¼ 31-12-14; Also Lots 16 & 17 in SE¼ NW¼ & Lots 6, 7, 8 in E½ SW¼, all in 30-12-14; Also the SE¼ NE¼ 35-12-13; Also the SW¼ NW¼ 36-12-13; Also the W. 10 acs. of NW¼ NE¼ 30-12-14, and the NE¼ NW¼ 30-12-14; Also SE¼ SW¼ and Lot 18 in SW¼ SE¼ of 19-12-14 and NE¼ NW¼ and 10 acres off the West side of NW¼ NE¼ of 30-12-14; Also the Lots 19 & 20 in W½ SE¼ 19-12-14; Also Lot 21 in NW¼ SE¼ 19-12-14; Also Sub-lot 2 of Lot 121 in SE¼ NE¼ & NE¼ SE¼ 19-12-14; Also Lot 120 in SE¼ NE¼ 19-12-14; Also Lots 3, 8, 28 & 40 in 20-12-14; Also the sub-lot 1 of Government Lots 1 & 2 & lot six in 20-12-14; Also Lot 9 of 20-12-14; Also the SW¼ 35-10-11; Also the E. 30 acs. of NW¼ NE¼ & Lots 2, 3 & 12 in NE¼ NE¼ 30-12-14.

Adams County, Iowa

The N½ NW¼ 19-73-35; Also the S½ NW¼ 19-73-35; Also the E½ NW¼ 20-73-35; Also the NE¼ 20-73-35; Also the NW¼ NW¼ 21-73-35; Also the NE¼ NW¼ 21-73-35; Also the N½ NE¼ & SE¼ SW¼, former in Section 21, latter in Section 15, all in Twp. 73, Rge. 35; Also the N½ NW¼ 22-73-35; Also the N½ NE¼ 22-73-35; Also the SW¼ SE¼ 15-73-35; Also the SE¼ SE¼ 15-73-35, and the SW¼ SW¼ 14-73-35; Also the SE¼ SW¼ 14-73-35; Also the NW¼ SW¼ 13-73-35; Also the E½ SW¼ 13-73-35; Also the N½ SE¼ 13-73-35, and the NW¼ SW¼ 18-73-34; Also the SW¼ NW¼ 17-73-34, and the S½ NE¼ & NE¼ SW¼ 18-73-34; Also the

NW¼ of SE¼, 18-73-34; Also the NE¼ SE¼ 18-73-34; Also the SE¼ of NW¼, 17-73-34; Also the N½ NE¼ & SW¼ NE¼ & N½ SE¼ NE¼ 17-73-34; Also the S½ SE¼ NE¼ 17-73-34; Also the N½ NW¼ 16-73-34; Also the SE¼ NW¼ 16-73-34; Also the SW¼ NW¼ 16-73-34; Also the W½ NE¼ 16-73-34; Also the NE¼ NE¼ 16-73-34, and the NW¼ NW¼ 15-73-34; Also the NE¼ NW¼ 15-73-34; Also the NW¼ NE¼ 15-73-34, and the SW¼ SE¼ 10-73-34; Also the NE¼ NE¼ 15-73-34; Also the SE¼ SE¼ 10-73-34, and the SW¼ SW¼ 11-73-34; Also the SE¼ SW¼ & SE¼ SE¼ 11-73-34; Also the SW¼ SE¼ 11-73-34; Also the SW¼ 12-73-34; Also the SW¼ SE¼ 12-73-34; Also the E½ SE¼ 12-73-34, and the S½ SW¼ & NE¼ SW¼ & NW¼ SW¼ S. of river, 7-73-33; Also the N½ SE¼ 7-73-33; Also the NW¼ SW¼ 8-73-33; Also the NE¼ SW¼, NW¼ SE¼ 8-73-33; Also the S½ NE¼ 8-73-33; Also the S½ NW¼ 9-73-33; Also the S½ NE¼ 9-73-33; Also the NW¼ 10-73-33; Also the NW¼ NE¼ 10-73-33; Also the NE¼ NE¼ 10-73-33, and the NW¼ NW¼ 11-73-33; Also the NE¼ NW¼ 11-73-33; Also the S½ SE¼ 2-73-33, and the N½ NE¼ 11-73-33; Also the S½ SW¼ 1-73-33; Also the S½ SE¼ 1-73-33; Also the S½ SW¼ 6-73-32; Also the NE¼ SE¼ 6-73-32 and S. 15 acs. of W½ SW¼ NE¼, and E½ SW¼ NE¼ & NW¼ SE¼ 4-73-32; Also the SE¼ SE¼ 6-73-32; Also the S. 30 acs. of NW¼ SW¼ 5-73-32; Also the NE¼ SW¼ 5-73-32; Also the W½ SE¼ 5-73-32; Also the N½ SW¼ 4-73-32; Also the NW¼ SW¼ & SW¼ NW¼ 3-73-32, and the NE¼ SE¼ & SE¼ NE¼ 4-73-32; Also the SE¼ NW¼ & SW¼ NE¼ 3-73-32; Also the SE¼ NE¼ 3-73-32, and the W½ SW¼ NW¼ 2-73-32; Also the E½ SW¼ NW¼ & SE¼ NW¼ 2-73-32; Also the N½ NE¼ 2-73-32; Also the S½ NE¼ 2-73-32; Also the N½ NW¼ 1-73-32; Also the N½ NE¼ 1-73-32. The interest of G. W. Seley & Grace B. Seley in NW¼

SE¼, and NE¼ of SW¼ & S½ NW¼ SW¼ 6-73-32; Also the SW¼ SW¼ 5-73-32; Also the SW¼ SE¼ 6-73-32; Also the SW¼ SW¼ 13-73-35; Also the NE¼ NW¼ 2-73-32; Also the E½ SE¼ 5-73-32.

Union County, Iowa

The NW¼ NW¼ 6-73-31.

Mahaska County, Iowa

Government Lots 7 & 8, 19-75-17; Also strip of land 30 ft. wide running N & S along W side of SE¼ NE¼ 24-75-18 & being a certain tract that was purchased from Jessie R. Austin, used for a private road from S side of Sec. 15 to old Highway No. 2; Also Government Lot 1 & Lots 1 & 3 Subdivision of Govt. Lot 2 & W½ NE¼ NE¼ 19-75-17; Also Lot 4 Subdivision of Govt. Lot 2 & SE¼ NE¼ except Lot 1 thereof & E½ NE¼ NE¼ 19-75-17, and the NW¼ NW¼ & N½ SW¼ NW¼ & W½ NE¼ NW¼ & SE¼ NE¼ NW¼ 20-75-17; Also the S½ SW¼ NW¼ & SE¼ NW¼ 20-75-17; Also the SW¼ NE¼ 20-75-17, and the S½ NW¼ & SW¼ 15-75-17; Also the N½ NE¼ except the S. ⅛ of NW¼ NE¼ 20-75-17; Also the W½ NW¼ 21-75-17; Also the E½ NW¼ 21-75-17; Also the N½ NE¼ 21-75-17, and the SE¼ SE¼ & Lot B of E½ SW¼ & Lot B of W½ SE¼ 16-75-17, and Lots 2 & 4 of NE¼ SE¼ 16-75-17; Also the W½ NE¼ & W½ SE¼ 15-75-17; Also the E½ NE¼ & E½ SE¼ 15-75-17; Also the S. ¾ W½ NW¼ 14-75-17, and the N½ SW¼ 14-75-17; Also the E½ NW¼ 14-75-17; Also the SW¼ NE¼ & NW¼ SE¼ 14-75-17; Also the SE¼ NE¼ & NE¼ SE¼ 14-75-17, and the S½ NW¼ 13-75-17; Also the N½ NW¼ 13-75-17, except school lot in SE corner; Also the N½ NE¼ 13-

75-17, and the SW¼ NE¼ 13-75-17; Also the SE¼ SE¼ & S. 8 acs. of SW¼ SE¼ 7-75-16, and the NW¼ 18-75-16, and the SE¼ NE¼ 13-75-17; Also the S½ SW¼ 8-75-16; Also the SE¼ 8-75-16, and the W½ SW¼ 9-75-16; Also the E½ SW¼ & SW¼ SE¼ 9-75-16; Also the N½ SE¼ 9-75-16; Also all that part of S½ NW¼ 10-75-16 S. of Highway #63, and the N½ SW¼ 10-75-16; Also the Lot 1 SW¼ NE¼ & Lot 4 of NW¼ SE¼ 10-75-16; Also the E½ NE¼, and Lot 1 NE¼ SE¼ 10-75-16, and Lot 4 N½ SE¼ 10-75-16; Also the SW¼ NW¼ & Lots 2 & 3 SE¼ NW¼ & commencing at NE Cor. SE¼ NW¼, running thence S. 10.20 chains, thence W. 18.01 chains, thence N. 4 degrees E., 10.22½ chains, thence east 17.28 chains to place of beginning, except commencing at NW Cor. of Lot 1 of SE¼ NW¼ of Sec. 11, running thence south six degrees W. 18.4 rods, thence N. 79¾ degrees east 35.85 rods, thence north 10 degrees west 18.3 rods, thence south 79¾ degrees west 34.35 rods to place of beginning, all in Twp. 75, Rge. 16; Also the W½ NE¼ 11-75-16, except ½ acre in NE Cor. of SW¼ NE¼ for cemetery; Also Lot 2 of NE¼ SW¼ & NW¼ SE¼ 11-75-16; Also commencing on W. side, approx. 20 rods S. of NW Cor. of SE¼ NE¼ 11-75-16; Also commencing on the W. side approx. 100 rods S. of NW Cor. of Lot B & running in a NE direction through Lot B of N½ NW¼ & Lots 1, 2 & 5 of S½ NW¼ all in 12-75-16; Also Lots 6 & 3 NE¼ NW¼ 12-75-16; Also the S½ NW¼ NE¼ & SW¼ NE¼ 12-75-16; Also the SE¼ NE¼ & Lots 3, 5, 6 & 7 of NE¼ NE¼ 12-75-16; Also Lot A of NW¼ 7-75-15; Also the SE¼ SW¼ 6-75-15; Also the W½ NE¼ 7-75-15 & all that part of W. 34 acs. of SW¼ SE¼ 6-75-15 N. of road; Also the SE¼ SE¼ & E. 6 acs. SW¼ SE¼ & All that part of W. 34 acs. of SW¼ SE¼ lying south of road 6-75-15, and the SW¼ 5-75-14; Also the SW¼ 5-75-15; Also the S½ SE¼ 5-75-15; Also the N. 12 acs. of NW¼ NW¼ 9-75-

15, and the 20 rods in SW Cor. of SW¼ SW¼ 4-75-15; Also the NE¼ NW¼ 9-75-15; Also the S. ¾ E½ NW¼ NE¼ 9-75-15; Also the S½ NW¼ NE¼ NE¼ 9-75-15; Also the N½ & S½ SW¼ SW¼ 3-75-15, and the E½ NE¼ NE¼ 9-75-15, and the E. 10 acs. of SE¼ SE¼ 4-75-15; Also the W½ SE¼ 3-75-15, except 4a in NW Cor.; Also the E. 10 acs. of SE¼ SE¼ 4-75-15, and N½ SE¼ SW¼ & S. ⅛ NE¼ SW¼ 3-75-15 & Lot #1 NW¼ SE¼ & SW¼ SE¼ 3-75-15, and 4 acs. in NW Cor. of SE¼ SE¼ 3-75-15; Also the N½ SW¼ SW¼ 3-75-15; Also Lot #3 in NW¼ SE¼ & NE¼ SE¼ 3-75-15, and the SW¼ 2-75-15; Also the W½ SE¼ & SW¼ NE¼ 2-75-15; Also the SE¼ NE¼ & NE¼ SE¼ 2-75-15, and the SW¼ NW¼ & NW¼ SW¼ 1-75-15; Also the SE¼ NW¼ & SW¼ NE¼ 1-75-15; Also the SE¼ NE¼ 1-75-15; Also the SW frl. ¼ NW¼, except W. 21 acs. and the SE¼ NW¼ 6-75-14; Also the NE¼ NE¼ 1-75-15, and the NW frl. ¼ NW¼ & N. 16 ac. of W. 21 ac. of SW frl. ¼ NW¼ 6-75-14; Also the S½ NE¼ 6-75-14, and the NW frl. ¼ 5-75-14, except E. 6 acs. of SE¼ NW¼; Also the NE frl. ¼ NE¼ 6-75-14; Also the N. frl. ½ NE¼ 5-75-14, and the SE¼ NE¼ 5-75-14; Also Lots 1 & 2 of NW¼ 4-75-14; Also the S½ NW¼ 4-75-14; Also the NE frl. ¼ 4-75-14; Also the N. 25.21 acs. of NW frl. ¼ NW¼ 3-75-14; Also the E½ NW¼ 3-75-14; Also the NE frl. ¼ 3-75-14; Also a strip of land in NW Cor. of NW¼ 2-75-14; Also the NW¼ 2-75-14, except a strip of land in NW Cor.; Also the N. frl. ½ NE¼ 2-75-14, and 75 acs. of S½ SE¼ 35-75-14; Also the E. 5 acs. of SE¼ SE¼ 35 & all that part of SW¼ SW¼ 36-76-14 lying W. of road; Also the N½ NW¼ & All that part N½ NE¼ 1-75-14 lying W. of North Skunk river, and the S. ⅞ of SW¼ SE¼ & that part of SE¼ SE¼ lying W. of North Skunk River, all in 36-76-14, and the SE¼ SW¼ & that part of NE¼ SW¼ lying S. of North Skunk River & that part of SW¼ SW¼ E. of road, all in 36-76-14; Also that part of SE¼ SE¼ Sec. 36 lying E. of North Skunk River, except N. 8 2/3 acs. all in Twp. 76, Rge. 14; Also SW¼ SW¼ 31-76-13; Also Lot 2 NE¼ NW¼ 12-75-16; Also Lot 2 NE¼ NE¼ 18-75-16.

Muscatine County, Iowa

The SW¼ 19-76-4; Also the SW¼ NW¼ 19-76-4; Also the SE¼ 19-76-4; Also the NW¼ SW¼ & NE¼ SE¼ 20-76-4; Also the SW¼ NW¼ 20-76-4; Also the SE¼ NW¼ & S½ NE¼ 20-76-4, and the SW¼ NW¼ 21-76-4; Also the E½ SW¼ 21-76-4; Also part of Lot 5 in NE¼ SE¼ 21-76-4, and the E. 14 acs. of NE¼ SW¼ 22-76-4; Also the SE¼ NW¼ 21-76-4, and the S½ NE¼ 21-76-4, and Lot 3 Sec. 21-76-4; Also the NW¼ SW¼ 22-76-4, and the N½ SE¼ 23-76-4; Also the S. 7 acs. of W. 15 acs. of Govt. Lot 1, 21-76-4; Also the N½ 22-76-4; Also the W½ NW¼ 23-76-4; Also the E½ NW¼ 23-76-4; Also the NE¼ SW¼ 23-76-4; Also all that part of NE¼ 23-76-4 lying S. of CMST. P. & P. Ry.; Also the N½ NW¼ 24-76-4; Also the NE¼ 24-76-4, and the W½ NW¼ 19-76-3; Also the N½ SE¼ 24-76-4; Also the N½ SW¼ 24-76-4; Also the NE¼ NW¼ 19-76-3; Also that part of SE¼ 18-76-3 lying S. of CM&St.P. R. R.; Also the W½ SW¼ 17-76-3; Also the E½ SW¼ & W. 47 acs. of W½ SE¼ 17-76-3; Also the E½ SE¼ & E. 15 acs. of NW¼ SE¼ & E. 14.85 acs. of SW¼ SE¼ 17-76-3; Also the S½ SW¼ 16-76-3; Also the W½ SE¼ 16-76-3; Also near the south property line of SW¼ SW¼ Sec. 15, and E½ SE¼ 16-76-3; Also the S½ SE¼ SW¼ 15-76-3; Also the S½ SE¼ 15-76-3, except the North 5 acs. of said tract & except a tract on South side of said land; and the part of SW¼ SW¼ west of road except South 10 ft. 14-76-3; Also the S½ SW¼ Sec. 13, S½ SE¼ & SE¼ SW¼ & that part of SW¼ SW¼ lying E. of Rd. & S. 10 ft. of SW¼

SW$\frac{1}{4}$ Sec. 14 & Lot 1 Sec. 23, all in Twp. 76, Rge. 3; Also Lot 4 in 13-76-3, and the W$\frac{1}{2}$ SW$\frac{1}{4}$ 18-76-2; Also Lot 1 of NE$\frac{1}{4}$ 24-76-3, and Lot 6 SE$\frac{1}{4}$ 13-76-3, or all that part of the SE$\frac{1}{4}$ S. of slough; Also the NE$\frac{1}{4}$ SW$\frac{1}{4}$ & E$\frac{1}{2}$ SE$\frac{1}{4}$ SW$\frac{1}{4}$ 18-76-2; Also the South 50 rods of West 2 rods of SW$\frac{1}{4}$ SW$\frac{1}{4}$ and N$\frac{1}{2}$ SE$\frac{1}{4}$ & N$\frac{1}{2}$ S$\frac{1}{2}$ SE$\frac{1}{4}$ Sec. 18, all in Twp. 76, Rge. 2; Also the W$\frac{1}{2}$ SW$\frac{1}{4}$ 17-76-2; Also the W. 27.46 acs. of NE$\frac{1}{4}$ SW$\frac{1}{4}$ & Part North of road of SE$\frac{1}{4}$ SW$\frac{1}{4}$ 17-76-2, and the W. 27.46 acs. of SE$\frac{1}{4}$ NW$\frac{1}{4}$ 17-76-2; Also the SW$\frac{1}{4}$ NE$\frac{1}{4}$ & E. 12$\frac{1}{2}$ acs. of SE$\frac{1}{4}$ NW$\frac{1}{4}$ & all that part of NW$\frac{1}{4}$ SE$\frac{1}{4}$ lying N. of road & E. 12$\frac{1}{2}$ acs. of NE$\frac{1}{4}$ SW$\frac{1}{4}$ N. of road 17-76-2; Also the S$\frac{1}{2}$ NE$\frac{1}{4}$ NE$\frac{1}{4}$, Part of SE$\frac{1}{4}$ NE$\frac{1}{4}$ N. of road 17-76-2, and part of SW$\frac{1}{4}$ NW$\frac{1}{4}$ lying N. of road 16-76-2; Also the SW$\frac{1}{4}$ SE$\frac{1}{4}$ Sec. 9, all that part of NW$\frac{1}{4}$ NE$\frac{1}{4}$ lying North & West of Grandview Road, the North $\frac{1}{2}$ NE$\frac{1}{4}$ NW$\frac{1}{4}$, the NE$\frac{1}{4}$ NW$\frac{1}{4}$ NW$\frac{1}{4}$ & all that part of SE$\frac{1}{4}$ NE$\frac{1}{4}$ NW$\frac{1}{4}$ lying north & west of Grandview Road of Sec. 16, all in Twp. 76, Rge. 2; Also, part of SE$\frac{1}{4}$ SE$\frac{1}{4}$ N. of RR. 9-76-2; Also SW$\frac{1}{4}$ SW$\frac{1}{4}$, N$\frac{1}{2}$ of West 16.46 acs. SW$\frac{1}{4}$ SE$\frac{1}{4}$ except Boynton & King, Part of E. 30 acs. of SE$\frac{1}{4}$ SE$\frac{1}{4}$ S. of line drawn S. 83 deg. East from point 845.4 ft. N. of SE Cor. of Sec. 10 & Part of SE$\frac{1}{4}$ SE$\frac{1}{4}$ S. of RR., Sec. 9, all in Twp. 76, Rge. 2; Also the N. 30 acs. of NE$\frac{1}{4}$ NE$\frac{1}{4}$, East 16 acs. of North 30 acs. of NW$\frac{1}{4}$ NE$\frac{1}{4}$ 15-76-2; and the real estate owned by Wilma Holcomb Redman & C. C. Redman in Sections 16 & 15, Twp. 76, Rge. 2 W. of 5th Principal Meridian, Muscatine Co., Ia., over which an easement was not granted by the instrument recorded in Book 76 of Lands, page 322; Also the West 14 acs. of North 30 acs. of NW$\frac{1}{4}$ NE$\frac{1}{4}$, North 30 acs. of NE$\frac{1}{4}$ NW$\frac{1}{4}$ except tract in SW Cor. Triangular tract north of road in South 10 acs. of NE$\frac{1}{4}$ NW$\frac{1}{4}$ 15-76-2; Also the SE$\frac{1}{4}$ SW$\frac{1}{4}$ 10-76-2 lying south of present railroad switchtract; Also the

North 30 acs. of NE¼ NE¼ & East 16 acs. of North 30 acs. of NW¼ NE¼ 15-76-2; Also N. 14 acs. of SE¼ NE¼ 15-76-2, and North 15 acs. of Lot 2, 14-76-2, and all real estate owned by Orville W. Ketchum & Helen M. Ketchum in NE¼ NE¼ 15-76-2; Also the South 26 acs. of SE¼ NE¼ 15-76-2 & South 13 acs. of North 28 acs. of Lot 2, 14-76-2; Also Lot 3, 14-76-2 except North 5 acs. of East 19-10 acs. of Lot 3, and the NE¼ SE¼ 15-76-2; Also the South 20 acs. of Lot 2, 14-76-2, and the North 15 acs. of East 19-10 acs. of Lot 3, 14-76-2; Also Lot 5, 13-76-3, and North 27.70 acs. Lot 2, 18-76-2; Also N½ NE¼ NE¼ Sec. 17 & Govt. Lot 2 of W½ NE¼ south of slough of Sec. 9, all in Twp. 76, Rge. 2.

Madison County, Iowa

The W fractional ½ of the NW¼ and SE¼ of the NW¼ and W½ of the NE¼ of the NW¼ except the N (2) acres thereof and SW¼ of the NE¼ except the east (3) acres thereof all in 30-74-29; Also the W½ E½ NE¼ NW¼ of 30-74-29; Also the E½ E½ NE¼ NW¼ of 30-74-29; Also the N½ NE¼ of 30-74-29; Also the N½ NW¼ of 29-74-29; Also the NE¼ NE¼ of 29-74-29; Also the N½ NW¼ 28-74-29 and E½ SE¼ 21-74-29 and NE¼ 28-74-29; Also the S½ SW¼ and SW¼ SE¼ all of 21-74-29; Also the SW¼ SW¼ 22-74-29; Also the N½ of the NW¼ 27-74-29; Also the E½ of the SW¼ 22-74-29; Also the W¼ SE¼ SE¼ and the E 2½ acres of the SW¼ of SE¼ 22-74-29; Also the E¾ of the SE¼ SE¼ 22-74-29; Also the W. 37½ acres of the SW¼ of the SE¼ 22-74-29; Also the N½ NE¼ and the E 5 acres NE¼ NW¼ 27-74-29; Also the N½ 26-74-29; Also the W½ SE¼ 24-74-29; Also the E½ SE¼ 24-74-29; Also the W Fractional ½ of the SW¼ 19-74-28; Also the E fractional ½ SW¼ 19-74-28; Also the SE¼ 19-74-28; Also the SW¼

SW¼ 20-74-28; Also the SE¼ SW¼ 20-74-28; Also the S½ SE¼ 20-74-28; Also the NE¼ SE¼ of Sec. 20 and NW¼ SW¼ and SW¼ NW¼ of Sec. 21 all in 74-28; Also the E½ NW¼ 20-74-28; Also the N½ NE¼ 20-74-28; Also the E½ SE¼ and SW¼ SE¼ and the S½ SW¼ 21-74-28; Also the N½ NE¼ except 15 Rd. 3½ feet of S 12 rods 21-74-28; Also the W fractional 107½ acres SW¼ and SE¼ NW¼ 22-74-28; Also the SE¼ SW¼ and S½ SE¼ 15-74-28 and SW¼ SW¼ 14-74-28; Also the NE¼ NW¼ and NW¼ NE¼ 22-74-28; Also the S½ NE¼ Sec. 22 and SW¼ NW¼ Sec. 23 all in 74-28; Also the SE¼ NW¼ and W½ NE¼ Sec. 23-74-28; Also the SE¼ SE¼ 14-74-28 and NE¼ NE¼ 23-74-28; Also the SE¼ SE¼ 14-74-28; Also the S½ SW¼ 13-74-28; Also the N½ SE¼ 13-74-28; Also the S½ SE¼ 13-74-28; Also the NW¼ SW¼ 18-74-27; Also the NE¼ SW¼ 18-74-27; Also the N½ SE¼ Sec. 18 and N½ SW¼ and SW¼ NW¼ Sec. 17 all in 74-27; Also the SE¼ NW¼ 17-74-27; Also the SW¼ NE¼ 17-74-27; Also the SE¼ NE¼ 17-74-27 and SW¼ NW¼ 16-74-27; Also the SE¼ NW¼ 16-74-27; Also the N½ NE¼ and W 18 acres S½ NE¼ 16-74-27 and E 62 acres S½ NE¼ 16-74-27; Also the E 62 acres S½ NE¼ 16-74-27 and N½ NE¼ and W18 acres S½ NE¼ 16-74-27; Also the NW¼ (except S 27 rds of E 28 rds.) 15-74-27 and 10 acres N & W of Clanton Creek in NW corner NE¼ 15-74-27; Also the S 27 rd. E 28 rd. NW¼ NW¼ NE¼ (except 10 A. N & W of Clanton Creek) 15-74-27; Also the NE¼ NE¼ 15-74-27; Also the NW¼ NW¼ 14-74-27; Also the SE¼ SW¼ 11-74-27; Also the E½ NW¼ 14-74-27; Also the S½ SE¼ 11-74-27; Also the SW¼ SW¼ 12-74-27; Also the SE¼ SW¼ 12-74-27; Also the SW¼ SE¼ 12-74-27; Also the N½ SE¼ SE¼ 12-74-27; Also the S½ SE¼ SE¼ 12-74-27; Also the S½ SW fractional ¼ 7-74-26; Also the SW¼ SW¼ 8-74-26 and S½ of SE¼ 7-74-26; Also the

W½ SW¼ Sec. 9 and SE¼ and E½ SW¼ 8-74-26; Also the E½ SW¼ 9-74-26; Also the W½ SE¼ Sec. 9-74-26 except W 46 rods of E 56 rods SW¼ SE¼; Also the E½ SE¼ 9-74-26; Also the N½ SW¼ 10-74-26; Also the N½ SE¼ 10-74-26; Also the N½ SW¼ 11-74-26; Also the N½ SE¼ 11-74-26; Also the N½ SW¼ 12-74-26; Also the NW¼ SE¼ 12-74-26; Also the NE¼ SE¼ 12-74-26; Also the SW¼ SW¼ 15-74-28; Also the S½ SE¼ 16-74-28; Also the E 52½ acres SW¼ and S 1.6 acres E 52½ rods SE¼ NW¼ 22-74-28; Also the SE¼ NE¼ SW¼ 13-74-28; Also the NW¼ NE¼ 29-74-29; Also the W 46 rods of the E 56 rods SW¼ SE¼ 9-74-26.

Mills County, Iowa

All that part of the NE¼ of Sec. 35-72-44 lying east of Missouri River except 25/100 of an acre in NW cor. of NE¼ NE¼ of sec. 35 deeded to the Platsmouth Bridge Co. Also lot 2 sec. 36-72-44 being S½ of NW¼ aforesaid. Also S½ of SE¼ Sec. 23-72-43 and NE¼ of Sec. 36-72-44. Also the N½ of NW¼ of sec. 31-72-43. Also the NE¼ of sec. 31 and NW¼ of NW¼ of sec. 32-72-43. Also S½ of SE¼ of sec. 30-72-43. Also SE¼ of SW¼ of sec. 29-72-43 and NW¼ of SE¼ of sec. 29-72-43. Also SW¼ SE 29-72-43. Also SE¼ of NW¼ of sec. 29-72-43 and NE¼ of SW¼ of sec. 29-72-43. Also NW¼ SE¼ 29-72-43. Also NE¼ of NE¼ of sec. 32-72-43. Also W½ of SW¼ of sec. 28-72-43, also E½ of SE¼ of sec. 29-72-43. Also all that part of N½ of sec. 28 and NW¼ of sec. 27-72-43 described as two strips of land 10 feet wide, being 5 feet wide on either side of a line described as beginning at a point in the easterly line of the NW¼ of said sec. 27, 103 feet southerly of the center line of the southerly main track of the Chicago, Burlington & Quincy Railroad Co. as same extends from Pacific Junction, Iowa, to

Chicago, Illinois; thence southwesterly along a straight line so located as to intersect the westerly line of the Northwest ¼ of said sec. 28, 80 feet northerly of southwesterly corner thereof, said strip of land extending from the easterly line of the Northwest ¼ of said sec. 27 southwesterly along the above described center line a distance of 7,257 feet, more or less, to a line 75 feet normally distant from, easterly of and parallel to the center line of the main track of the Chicago Burlington & Quincy Railroad Company as same extends from Pacific Junction, Iowa to St. Joseph, Missouri, and there to end. Also to begin at a point in said line 100 feet normally distant from and westerly of the center line of said main track, and extend westerly to the westerly line of said quarter section. Also beginning at a point in the southerly right of way line of C. B. & Q. Railroad Company's right of way, 35 feet easterly of the westerly line of the NE¼ of sec 27-72-43; thence northeasterly, a distance of 3,450 feet more or less. Also SE¼ of sec. 24-72-43. Also NE¼ of sec. 19-72-42. Also NW¼ of sec. 20-72-42. Also S½ of NE¼ sec. 20-72-42 commencing at SW corner of NE¼ of sec. 20 and running thence N on the ½ sec. line 27.50 chains, thence S 58 degrees 50 minutes, E 14.93 chains with center of county road, thence S 33 degrees 10 minutes E 5.72 chains; thence S 50 degrees East 6.64 chains, thence S 1 degree 30 minutes E 10.39 chains to S line of said ¼ sec. and thence W on said line 21.54 chains to beginning, containing in above tract 42 acres, more or less. Also S½ of NE¼ sec. 20-72-42 as follows: NE¼ of sec. 20 except a tract commencing at SW corner thence N on ½ sec. line 27.50 chains, thence, S 58 degrees 50 minutes, E 14.93 chains, thence following the center of county road thence S 33 degrees 10 minutes E 5.72 chains, thence S 50 degrees E 6.64 chains, thence S 1 degree 30 minutes E 10.39 chains to the S line of said ¼ sec. and thence W on said line 21.54 chains to beginning containing 42 acres. Also SW¼ of NW¼ sec. 21-72-42 excepting 1 acre in SW corner of NW¼. Also SE¼ of NW¼ and W½ of NE¼ sec. 21-72-42. Also beginning at a point approximately (within five rods, same variation at point of beginning to apply to all measurements given herein) 67, rods N of SW corner of SE¼ of NE¼ of sec. 21-72-42 and running N by E 9 degrees and no minutes to a point 91 rods N of SE corner of NW¼ of sec. 22-72-42. Also NW¼ of NE¼ sec. 22-72-42. Also S½ of NE¼ of NE¼ sec. 22-72-42. Also N½ of NW¼ of sec. 23-72-42. Also N½ of NE¼ sec. 23-72-42 and the undivided 1/9 interest in and to NE¼ of sec. 23-72-42 and SE¼ of NW¼ of sec. 23-72-42. Also N½ of NW¼ of sec. 24-72-42 and 53.51 acres all S of R. R. in SW¼ of sec. 13-72-42. Also S½ of sec. 13-72-42 as follows: 67.78 acres N. of R. R. in SW¼. Also SE¼ of sec. 13-72-42; also W½ of SW¼ sec. 18-72-41. Also NE¼ of SW¼ and NW¼ of SE¼ and SE¼ of SW¼ of sec. 18-72-41. Also SW¼ of SE¼ of sec. 18-72-41. Also E½ of SE¼ W of road sec. 18-72-41. Also SW¼ and NE¼ of sec. 17-72-41. Also NW¼ of SE¼ of sec. 17-72-41. Also NW¼ of sec. 16-72-41. Also S½ of NE¼ and N½ of NE¼ of sec. 16-72-41. Also N½ of NW¼ sec. 15-72-41. Also NW¼ of NE¼ of sec. 15-72-41 and NE¼ of NE¼ of sec. 15-72-41. Also S½ of SE¼ of sec. 10-72-41. Also SW¼ of sec. 11-72-41. Also W½ of SE¼ of sec. 11-72-41. Also E½ of SE¼ of sec. 11 and S½ of sec. 12-72-41 and SW¼ of sec. 7-72-40. Also SE¼ Sec. 7-72-40. Also SW¼ of sec. 8-72-40. Also SE¼ of NE¼ and W½ of SE¼ sec. 8-72-40. Also E½ of SE¼ sec. 8-72-40. Also SW¼ of NE¼ of sec. 8-72-40. Also NW¼ sec. 9-72-40. Also NE¼ sec. 9-72-40. Also NW¼ of sec. 10-72-40. Also NE¼ sec. 10- and NW¼ sec. 11-72-40. Also NE¼ sec. 11-72-40. Also NW¼ and W½ of NE¼ sec. 12-72-40. Also S½ sec. 1-72-40. Also SW¼ sec. 24-72-43 and SE¼ of SW¼ and all SW¼ of SW¼ lying S and E of Keg Creek sec. 23-72-43. Also N½ of SE¼ sec. 19-72-42. Also a tract commencing at the SE corner of lot 5 in block 11 in the town of Sharpsburgh and running thence E 20 rods thence S to the public road, thence W 20 rods thence N to place of beginning in SW¼ of SW¼ of sec. 25-72-44. Also E½ of SW¼ of sec. 30-72-43 on a direct line as near as possible between a point approximately 1400 feet N of SW corner of SE¼ of SW¼ of sec. 30-72-43 and a point approximately 1600 feet N of SE corner of SW¼ of sec. 30-72-43 being 79 rods more or less. Also N½ of SE¼ of sec. 30-72-43. Also SW¼ of NE¼ of sec. 29-72-43. Also NW¼ of SW¼ sec. 20-72-42. Also NW¼ of SW¼ in sec. 9-72-40; Also a 10 foot strip in SE¼ of NW¼ of sec. 28-72-43.

Keokuk County, Iowa

The SW¼ SW¼ Sec. 31-76-13. Also SE¼ of SW¼ Sec. 31-76-13. Also S½ of SE¼ of 31-76-13. Also NW¼ of SW¼ of 32-76-13. Also SW¼ SW¼ of 32-76-13. Also E½ of SW¼ of 32-76-13. Also NW¼ of SE¼ of 32-76-13. Also NW¼ of SW¼ of Sec. 33 and NE¼ SE¼ of 32-76-13. Also NE¼ of SW¼ of 33-76-13. Also NW¼ of SE¼ of 33-76-13. Also NE¼ of SE¼ of 33-76-13. Also SW¼ of NW¼ and N½ of N¾ of W½ of SW¼ of 34-76-13. Also E½ of SW¼ and S½ of SW¼ of SW¼ and S 15 A. of SE¼ of NW¼ of 34-76-13. Also W½ of NW¼ of SE¼ of 34-76-13. Also W½ of NE¼ of 34-76-13. Also the E½ SE¼ NW¼ and E 28 acres of NE¼ NW¼ 36-76-13 and W½ NE¼ 36-76-13. Also N 33 A. of E½ of W½ of SE¼ of Sec. 34-76-13. Also SE¼ of NE¼ of 34-76-13. Also W 30 acres of SW¼ of NW¼ of 35-76-13. Also E ⅝ of NW¼ and NE¼ of SW¼ and SW¼ of SE¼ and W½ of

SE¼ of SE¼ 35-76-13. Also NW¼ of NE¼ except school and SW¼ of NE¼ and NW¼ of SE¼ of 35-76-13. Also SE¼ of NE¼ of 35-76-13. Also N¾ of SW¼ of NW¼ and W½ of SE¼ of NW¼ and N½ of NE¼ of SW¼ of 36-76-13. Also W½ of NE¼ and E½ of SE¼ of NW¼ and E 28 A. of NE¼ of NW¼ of 36-76-13. Also N½ of SE¼ of NE¼ of 36-76-13. Also N 31 A of SW¼ of NW¼ of 31-76-12. Also SE¼ of NW¼ of 31-76-12. Also W½ of NE¼ and NE¼ of NE¼ and 10 A. off of N. side SE¼ of NE¼ of Sec. 32 and N½ of NE¼ and 10 A. off of N. side of SW¼ of NE¼ of 31-76-12. Also W½ of NW¼ of 32-76-12. Also E½ of NW¼ of 32-76-12. Also W½ of NE¼ of 32-76-12. Also SW¼ of NW¼ and S¾ of E½ of NW¼ of 33-76-12 and S½ of NE¼ of NW¼ of 33-76-12. Also N½ of NE¼ of 33-76-12. Also N½ of NW¼ of 34-76-12. Also NW¼ of NE¼ of 34-76-12. Also NE¼ of NE¼ of Sec. 34 and N½ of NW¼ of 35-76-12. Also one acre in NE cor. of N½ of NW¼ of 35-76-12, being all the land NE of C. M. & St. P. Ry. in NE¼ of NW¼ 35-76-12. Also S½ of SE¼ of Sec. 26 and Lot Two of irregular survey of W½ of NE¼ of 35-76-12. Also E½ of NW¼ of SE¼ and SW¼ of SW¼ of 25-76-12. Also SE¼ of SW¼ and SW¼ of SE¼ of 25-76-12 and E½ of SW¼ of 30-76-11. Also E½ of SE¼ of 25-76-12. Also W frl. ½ of SW¼ of 30-76-11. Also SE¼ of 30-76-11. Also W½ of SW¼ of 29-76-11. Also S½ of NE¼ of SW¼ of 29-76-11. Also W½ of SE¼ of 29-76-11. Also NW¼ of SW¼ of 28-76-11 and NE¼ SE¼ 29-76-11. Also NE¼ of SW¼ of 28-76-11. Also W½ of SE¼ of 28-76-11. Also South 50 ft. of N 100 ft. of S½ of NE¼ of SE¼ of 28-76-11. Also S¾ of SW¼ of 27-76-11. Also NW¼ of SE¼ of 27-76-11. Also NE¼ of SE¼ of 27-76-11. Also W½ of SW¼ of 26-76-11. Also NE¼ of SW¼ of 26-76-11. Also W½ of SE¼ of 26-76-11. Also E 99 A. of SE¼ of 26-76-11. Also

Lot 1 of NW¼ SW¼ of 25-76-11. Also NW¼ of SE¼ of 30-76-10. Also NE¼ of SE¼ of 30-76-10. Also N½ of SW¼ of 29-76-10. Also W½ of SE¼ of 29-76-10 and E½ of SE¼ of 29-76-10. Also W½ of SW¼ 28-76-10. Also NE¼ of SW¼ 28-76-10. Also NW¼ of SE¼ 28-76-10. Also NE¼ of SW¼ and NW¼ of SW¼ 27-76-10 and NE¼ of SE¼ 28-76-10. Also N½ of SE¼ 27-76-10. Also N½ of SW¼ 26-76-10. Also NW¼ of SE¼ 26-76-10. Also NE¼ of SE¼ of 26-76-10. Also NW¼ of SW¼ 25-76-10. Also NE¼ of SW¼ and W½ of NW¼ of SE¼ 25-76-10. Also E½ of NW¼ of SE¼ 25-76-10. Also NE¼ of SE¼ 25-76-10. Also 30 ft. strip running N and S parallel with west line of E½ of NW¼ of SE¼ of 25-76-10. Also SE¼ of SW¼ and E½ of SW¼ of SW¼ of 31-76-10. Also NW¼ of 31-76-10. Also SE¼ of SW¼ of 30-76-10. Also SW¼ of Sec. 30 and NW¼ of 31-75-10. Also NE¼ of 13-75-11. Also E½ of NE¼ of 24-75-11. Also SE¼ of SE¼ of 12-75-11 and SW¼ of SW¼ of 7-75-10. Also SE¼ of NE¼ and NE¼ of SE¼ of 24-75-11. Also NE¼ NE¼ 36-75-11 and NW¼ NW¼ 31-75-10. Also N½ SE¼ 31-74-10. Also S½ of NE¼ NE¼ & N 30 A. SE¼ NE¼ Sec. 6 and SW¼ NW¼ Sec. 5-74-10. Also W. front 6-75-10 320 rds. Also SW¼ 31-76-10.

Louisa County, Iowa

The N½ of NW¼ and NW¼ of NE¼ of 30-76-5. Also NE¼ of NE¼ of Sec. 30 and NW¼ of NW¼ 29-76-5. Also Lot 2 of NE¼ of NW¼ containing 35.90 A.: Lot 3 of NW¼ of NE¼ containing 11.30 A.: Lot 1 in Lot 1 of subdivision SE¼ of NW¼ and SW¼ of NE¼ containing 6.25 A.: Lot 2 in Lot 1 of subdivision of SE¼ of NW¼ and SW¼ of NE¼ (this lot being in SW¼ of NE¼) containing 4.55 A.:

Sec. 29-76-5. Also W 67.40 A. N½ of NE¼ 29-76-5 and NW¼ of NW¼ 28-76-5 and Lot 1 SW¼ of SE¼ 20-76-5 and SE¼ of SE¼ of 20-76-5 and SW¼ of SW¼ 21-76-5. Also Lot 1 NE¼ of NW¼ 4.10 A. 29-76-5 and Lot 2 NW¼ of NE¼ 1.60 A. 29-76-5. Also SE¼ of SW¼ 21-76-5. Also SW¼ of SE¼ and Lot 3 in (SE of SE¼) 39.39 A 21-76-5. Also 2 A. Lot 3 and W½ of SW¼ West of Iowa River, 18.78 A 22-76-5. Beginning 14 ft. W of NE Cor of SE¼ of SE¼ of 21-76-5 then S 2° W 618 ft. thence S 8° W 400 ft. thence S 41° W 316 ft. thence S 19° 15 minutes W 309 ft. Thence NE following bank of river to SE Cor. of SE¼ of SE¼ said 21-76-5 thence N-1320 ft. to NE Cor. of SE¼ of SE¼ of 21-76-5 thence 14 ft. to place of beginning. Also the SW¼ of Sec. 22-76-5 lying East of Iowa Rivers. Also the S½ of SE¼ except W 15 rods and nine links in Sec. 22-76-5. Also the SW¼ of the SW; except strip 20 ft. wide off west side. Sec. 23-76-5. Also the SE¼ of SW¼ except R/W of M. St. P. R. R. and SW¼ of SE¼ except R/W of M. & St. P. R. R. Sec. 23-76-5. Also the SE¼ of SE¼ Sec. 23-76-5. Also the SW¼ of SW¼ Sec. 24-76-5 except R/W of M. & St. P. R. R. Also the N½ of SW¼ Sec. 24-76-5. Also the SE¼ of NW¼ Sec. 24-76-5. Also the S½ of NE¼ of Sec. 24-76-5. A strip of land 20 ft. wide off of west side SW½ of SW¼ Sec. 23-76-5.

Washington County, Iowa

The S 6 Rods of N 2/3 of W frl. ½ Sec. 30-76-9. Also the N½ of SE¼ of Sec. 30-76-9. Also the S 20 rods of N 45 rods of NW¼ of SW¼ of Sec. 29-76-9. Also strip of ground 10 rods in width, north line running as follows: Commencing West line of NE¼ of SW¼ of Sec. 29-35 rods S of NW cor.

of 40 A tract, then E to a point on E line said 40 acre tract 35 rods S of NE cor. of 40 A tract running east on straight line to point on east line of NE¼ of SE¼ of Sec. 45 rods S of NE cor. of 40A tract Twp-76-9 South 10 rods of N55 rods of NE¼ SW¼ 29-76-9. Also the N½ of SW¼ S of R. R. of 28-76-9. Also the N½ of SE¼ of Sec. 28-76-9. S of R. R. Also Lot 1 of SE¼ of Sec. 28-76-9. Also the SW¼ of NW¼ and NW¼ of SW¼ and W 13¼ A of SE¼ of NW¼ and W 13¼ A of NE¼ and SW¼ and W 4 A of all that part of S½ of SW¼ which lies N of R. R. R/W Sec. 27-76-9. Also the E 23½ A of NE¼ of SW¼ of Sec. 27-76-9, same being N 23½ A of Lot 1 in SW¼ of Sec. 27-76-9 W of 5th P. M. Also the SE¼ of Sec. 27-76-9. Also W½ SW¼ Sec. 26-76-9. Also E½ of SW¼ and W½ of SE¼ Sec. 26-76-9. Also the W½ of SW¼ Sec. 25-76-9 and E½ of SE¼ Sec. 26-76-9. Also the SE¼ of SW¼ Sec. 25-76-9. Also theNE¼ of SW¼ and NW¼ SE¼ Sec. 25-76-9. Also the NW¼ SW¼ 30-76-8. Also the W11½ A of NE¼ of SW¼ Sec. 30-76-8W. Also the NE¼ of SW¼ and NE¼ of SE¼ and E½ of NW¼ of SE¼ Sec. 30-76-8. Also the S¾ of W½ of NW¼ SE¼ and W½ of SW¼ of SE¼ Sec. 30-76-8. South 20 rods NE¼ SW¼ & South 20 rods NE¼ SE¼ and E½ NW¼ SE¼ all in 30-76-8. Also the N½ of SW¼ and N½ of SE¼ SW¼ Sec. 29-76-8. Also the N 7/8 of W½ of SE¼ of Sec. 29-76-8. Also the NW¼ of SW¼ except E part of same and except the N½ of Lot 4 of said ¼ of Sec. 28-76-8 and E½ of SE¼ of Sec. 29-76-8. Also the NE¼ of SW¼ and E pt of NW¼ of SW¼ of Sec. 28-76-8. Also the NW¼ of SW¼ of Sec. 27 also NW¼ of SE¼ and NE¼ of SE¼ of Sec. 28-76-8. Also the N 50 ft of NE¼ of SW¼ Sec. 27-76-8. Also the N 50 ft of NW¼ of SE¼ Sec. 27-76-8. Also the N 50 ft. of NE¼ of SE¼ Sec. 27-76-8. Also the W½ of SW¼ and E½ of SE¼ of Sec. 26-76-8. Also the NE¼ of SW¼ and NW¼ of SE¼ of Sec. 26-76-8. Also the N½ of SW¼ Sec. 25-76-8. Also the NW¼ of SE¼ of Sec. 25, 76-8. Also the NE¼ of SE¼ of Sec. 25-76-8. And NW¼ of SW¼ of Sec. 30-76-7. Also the S½ of NW¼ and NE¼ of SW¼ in Sec. 30-76-7. Also the N½ of SE¼ Sec. 30-76-7. Also the N½ of SW¼ Sec. 29-76-7. Also the SE¼ of NW¼ of Sec. 29-76-7. Also the SW¼ of NE¼ of Sec. 29-76-7. And W½ of NE¼ Sec. 29-76-7. Also the E½ of NE¼ Sec. 29-76-7. Also the S½ of NW¼ of Sec. 28-76-7. N 50 ft. of W½ of SE¼ and N 50 ft. of E 20 A of SW¼ of Sec. 28-76-7. Also the N 50 ft. of N½ of SW¼ of Sec. 27 and N 50 ft. of NE¼ of SE¼ of Sec. 28-76-7. Also the N 50 ft. of SE¼ of Sec. 27-76-7. N 50 ft. of SW¼ of Sec. 26-76-7. Also the N 50 ft. SE¼ of Sec. 26-76-7. Strip of land 50 ft. wide commencing on E side of E½ of NE¼ of Sec. 26-76-7. Thence SW to SW cor. of E½ of NE¼ Sec. 26-76-7. Also the N 50 ft. of NW¼ of Sec. 25-76-7. Also commencing at a point on E line of 24-76-7 when an extension Eastward of the N line of the highway running along the South side of said Section intersects said line running thence N. 50 ft. thence west 135 rods thence S 50 ft. thence E 135 rods to place of beginning. Also, subject to easement of public, a strip 50 ft. wide running from point in center of highway lying South of Sec 24 where a line running diagonally in a NE direction from NE corner of NW¼ 25-76-7 to a point 25 rods & 25 ft. E of W line Sec. 24 intersects N line of highway lying South of said Sec. 24. Also the N fifty ft. of NW¼ of Sec. 30-76-6 excepting part of this land occupied as a lawn, in NW¼ of above land. Also the NE¼ of Sec. 30-76-6. Also the N½ of NW¼ of Sec. 29-76-6. Also the NW¼ of NW¼ W of the pub. highway of Sec. 28 and N½ of NE¼ of Sec. 29-76-6. Also the N½ of NE¼ and NE¼ of NW¼ and E 20.88 A of NW¼ of NW¼ of Sec. 28-76-6. Also the NW¼ of NW¼ of Sec. 27-76-6. Also the N 40 rods of NE¼ of NW¼ of NW¼ of NE¼ of Sec. 27-76-6. Also the NE¼ of NE¼ of Sec. 27-76-6. Also the N½ of NW¼ of Sec. 26-76-6. Also the NE¼ of Sec. 26-76-6. Also the N½ of NW¼ of Sec. 25-76-6. Also NE¼ Sec. 25-76-6. Also Lot 4 of SW¼ of Sec. 28-76-8.

Montgomery Co., Iowa

SW¼ Sec. 6-72-39; Also SE¼ Sec. 6-72-39 and SE¼ Sec. 5-72-39; Also SW¼ Sec. 5-72-39; Also SE¼ of NE¼ Sec. 5-72-39; Also S½ of NW¼ Sec. 4-72-39; Also S½ of NW¼ Sec. 3-72-39; Also NE¼ Sec. 3-72-39; Also N½ Sec. 2-72-39; Also SE¼ Sec. 35-73-39; Also S½ of SW¼ Sec. 36-73-39; Also SE½ Sec. 36-73-39; Also SW¼ and the N 7/8 of SE¼ Sec. 31-73-38; Also N½ of SW¼ Sec. 32-73-38; Also NW¼ of SE¼ and S 36 acres of NE¼ of SE¼ Sec. 32-73-38; Also S½ of NW¼ and N½ of SW¼ Sec. 33-73-38; Also N 102 acres of NW¼ Sec. 34 and the N 56 acres of the E½ of the NE¼ Sec. 33 and the N 61 acres of the W½ of the NE¼ Sec. 33—all in 73-38; Also S½ of NE¼ Sec. 34-73-38 and SE¼ Sec. 25-73-38 and S½ of SW¼ Sec. 30-73-37; Also NE¼ of NE¼ Sec. 34-73-38; Also N½ of NW¼ Sec. 35-73-38; Also N½ of NE¼ Sec. 35-73-38 and N½ of NW¼ Sec. 36-73-38; Also SE¼ of SW¼ Sec. 25-73-38; Also S½ of SE¼ Sec. 30-73-37; Also W½ of SW¼ Sec. 29-73-37; Also W½ of SE¼ and NE¼ of SW¼ Sec. 29-73-37; Also E½ of SE¼ Sec. 29-73-37; Also W½ of SW¼ Sec. 28-73-37; Also NE¼ of SW¼ Sec. 28-73-37; Also W½ of SE¼ Sec. 28-73-37; Also NE¼ of SE¼ Sec. 28-73-37; Also N½ of SW¼ Sec. 27-73-37; Also SW¼ of NE¼ and SE¼ of NW¼ Sec. 27-73-37; Also E½ of NE¼ Sec. 27-73-37 and SW¼ of NW¼ Sec. 26-73-37; Also SW¼ of NE¼ and SE¼ of NW¼ Sec. 26-73-37; Also E½ of NE¼ Sec. 26 73-37; Also NW¼ of Sec. 25-73-37; Also N½ of NE¼ Sec. 25-73-37; Also W½ of NW¼ Sec. 30-73-36; Also NE¼ of NW¼ Sec. 30-73-36; Also W½ of NE¼ Sec. 30-73-36; Also NE¼ of NE¼ Sec. 30-73-36 and NW¼ of NW¼ of Sec. 29-73-36; Also S½ of SW¼ and Lot 6 SW¼ of SE¼ Sec. 20-73-36; Also E½ of NW¼ Sec. 29-73-36; Also Lots 1-2-3-4-5 SW¼ of SE¼ and Lots 1-2-3-4-5 SE¼ of SE¼ Sec. 20 and S½ Sec. 21-73-36; Also W½ of SW¼ Sec. 22-73-36; Also E½ of SW¼ and SE¼ Sec. 22-73-36; Also N½ of S½ Sec. 23-73-36; Also N½ of SW¼ Sec. 24-73-36 and NW¼ Sec. 24-73-36; Also NE¼ Sec. 24-73-36; Also NW¼ SE¼ 24-73-36; Also SE¼ SW¼ 29-73-37.

Marion Co., Iowa

SW¼ of NW¼ Sec. 30-75-21; Also SE¼ of NW¼ and the SW¼ of NE¼ of Sec. 30-75-21; Also NW¼ of NE¼ Sec. 30-75-21; Also NE¼ of NE¼ Sec. 30-75-21; Also NW¼ of NW¼ Sec. 29-75-21; Also S½ of NW¼ Sec. 29-75-21; Also SW¼ of NE¼ Sec. 29-75-21 and SW¼ of NW¼ of Sec. 28-75-21; Also SE¼ of NE¼ and E½ of NE¼ of NE¼ of Sec. 29-75-21; Also W½ of NW¼ Sec. 28-75-21; Also NE¼ of NW¼ and NW¼ of NE¼ Sec. 28-75-21; Also NE¼ of NE¼ Sec. 28-75-21; Also W½ of NW¼ Sec. 27-75-21; Also E½ of NW¼ Sec. 27-75-21; Also N½ of NE¼ Sec. 27-75-21; Also S½ of SW¼ Sec. 23-75-21 and SW¼ of SE¼ Sec. 23-75-21 and E½ of SE¼ Sec. 23-75-21 and N½ of NW¼ Sec. 26-75-21 and NW¼ of NE¼ Sec. 26-75-21 and NE¼ of NE¼ Sec. 26-75-21; Also SE¼ of SW¼ of Sec. 24 and NE¼ of NE¼ Sec. 26 and NW¼ of NW¼ Sec. 25-75-21 and S½ of SW¼ Sec. 19-75-20; Also S½ of SE¼ Sec. 24-75-21;

Also S½ of SW Sec. 19-75-20 N. of Creek and SW of SE Sec. 19-75-20; Also W½ of NW¼ except N and E of Creek Sec. 30-75-20; Also NW¼ of NE¼ and NE¼ of NW¼ Sec. 30-75-20 and NW¼ of NW¼ lying N and E of Creek Sec. 30-75-20; Also E½ of NE¼ and SW¼ of NE¼ and SE¼ of NW¼ Sec. 30-75-20; Also SW¼ of SW¼ of Sec. 20-75-20 and SE¼ of SE¼ Sec. 19-75-20; Also NE¼ of SE¼ Sec. 19-75-20 and E½ of SW¼ Sec. 20-75-20 and NW¼ of SW¼ Sec. 20-75-20; Also Approximately 81½ rods across the NW¼ of SE¼ Sec. 20-75-20 following the line of present survey beginning approximately 275 feet N of the SW corner said tract thence E bearing N and terminating at a point approximately 405 feet N of the SE corner of said NW¼ of SE¼ Sec. 20-75-20; Also E½ of SE¼ Sec. 20-75-20; Also NW¼ of SW¼ Sec. 21-75-20; Also NE¼ of SW¼ Sec. 21-75-20 and NW¼ of SE¼ Sec. 21-75-20; Also NE¼ of SE¼ Sec. 21-75-20; Also SE¼ of NW¼ and NE¼ of SW¼ Sec. 22-75-20 and NW¼ of SW¼ Sec. 22-75-20; Also W½ of NE¼ Sec. 22-75-20; Also NW¼ of SE¼ Sec. 22-75-20; Also SE¼ of NE¼ Sec. 22-75-20 and SW¼ of NW¼ Sec. 23-75-20; Also SW¼ of NE¼ Sec. 23-75-20 and SE¼ of NW¼ Sec. 23-75-20; Also SE¼ of NE¼ Sec. 23-75-20; Also SW¼ of NW¼ Sec. 24-75-20; Also N½ of SE¼ and SE¼ of SE¼ Sec. 13-75-20 and South 140 acres of NE¼ and N½ of SE¼ and N. 46 acres of E½ of SW¼ and SE¼ of NW¼ Sec. 24-75-20; Also W½ of NW¼ Sec. 19-75-19; Also SE¼ of NW¼ Sec. 19-75-19 and SW¼ of NE¼ of Sec. 19-75-19; Also NE¼ of NW¼ Sec. 19-75-19; Also SE¼ NE¼ 19-75-19; Also W 35 acres SW¼ of NW¼ Sec. 20-75-19; Also SE¼ of NW¼ Sec. 20-75-19; Also W½ of NE¼ Sec. 20-75-19; Also E½ of NE¼ Sec. 20-75-19; Also W 20 acres of SE¼ of NE¼ and NE 5 acres of SW¼ of NE¼ thereof being 7.07½ by 7.07½ chains E and W and S 70 acres of W½ of NW¼ and NW¼ of NE¼ and NE¼ of NE¼ Sec. 21-75-19; Also E½ of NW¼ and SW¼ of NE¼ except 5 acres in NE corner of SW¼ of NE¼ Sec. 21-75-19; Also E½ of SE¼ of NE¼ Sec. 21-75-19 and W½ of NW¼ and SE¼ of NW¼ Sec. 22-75-19; Also NE¼ of NW¼ Sec. 22-75-19; Also SW¼ and SW¼ of SE¼ Sec. 15-75-19; Also NW¼ of NE¼ Sec. 22-75-19; Also S½ of NE¼ Sec. 22-75-19 and S½ of NW¼ Sec. 23-75-19; Also NE¼ of NE¼ Sec. 22-75-19 and N½ of NW¼ Sec. 23-75-19; Also W 23.43 acres of NW¼ of NE¼ and SW¼ of NE¼ except 6.86 acres in NE corner and W 13.43 acres of S 23.43 acres of SE¼ of NE¼ Sec. 23-75-19; Also E 10 acres of S 23.43 acres of SE¼ of NE¼ of Sec. 23-75-19; Also NE¼ of NW¼ and S½ of NW¼ and NW¼ of NE¼ and E½ of NE¼ and SW¼ of NE¼ Sec. 24-75-19; Also NW¼ Sec. 19-75-18; Also NE¼ Sec. 19-75-18 and W½ of NW¼ Sec. 20-75-18; Also E½ of NW¼ Sec. 20-75-18; Also NE¼ of Sec. 20-75-18; Also NW¼ of NW¼ Sec. 21-75-18; Also W½ of NW¼ (except commencing at the SW corner thereof, thence N 17 rods thence E 72 rods thence N 12 rods thence E 8 rods to E line of W½ of NW¼ thence S 29 rods to S line thence 80 rods to beginning also except the NW corner being 64 rods N and S by 23.24 E and W) and Lot 2, Survey and subdivision NE¼ of NW¼ and 1 acre sq. in NW corner of Lot 3, of Survey and subdivision of the E½ of NW¼ Sec. 22-75-18 and NE¼ of NW¼ Sec. 21-75-18 and E 98 rods of N½ of NE¼ Sec. 21-75-18; Also W 62 rods of NW¼ of NE¼ and S½ of NE¼ Sec. 21-75-18; Also Lot 3, survey and subdivision of E½ of NW¼ except one acre sq. in NW corner thereof, also except commencing at SW corner of SE¼ of NW¼ Sec. 22-75-18 thence N 45° and 5 minutes E 4.61 chains; thence N 3° 7′ E to a point 29 rods N of S line of SE¼ of

NW¼ thence W to W line of SE¼ of NW¼ to place of beginning; Also E½ of NW¼ E of public road and SW¼ of NE¼ Sec. 22-75-18; Also SE¼ of NE¼ Sec. 22-75-18 and SW¼ of NW¼ Sec. 23-75-18; Also E½ of NW¼ and W½ of NE¼ Sec. 23-75-18; Also NE¼ of SE¼ Sec. 23-75-18 and S 75 acres of E½ of NE¼ Sec. 23-75-18; Also N 5 acres of E½ of NE¼ of Sec. 23-75-18 and W½ of NW¼ except RR R/W and that part of SE¼ of NW¼ lying S and E of RR tracts Sec. 24-75-18; Also N & E of Wabash RR in SE¼ of NW¼ of Sec. 24-75-18; Also E 13 acres of NE¼ of NW¼ and W½ of NE¼ except R/W of RR in Sec. 24-75-18; Also E½ of NE¼ of Sec. 24-75-18. Also, Commencing at the SE corner of Sec. 23, thence W about 65 rods to Whitebreast Creek; thence in a Northeasterly course down the main channel of Whitebreast Creek to the East line of said Section, thence South to the place of beginning, about 140 rods, containing 35 acres, more or less, except 3.86 acres more or less now occupied and used by the St. Paul & Kansas City Short Line Railroad Company; and the NW¼ of SW¼, except 5 acres in the NE corner, viz.—Commence at the NE corner thereof, thence West 40 rods, thence South to the center of Whitebreast Creek, thence E to the E line of said 40 acres, thence North to beginning, containing 35 acres more or less; and the SW¼ of SW¼ of Sec. 24; and the East 55 acres of N½ of NW¼ of Sec. 25; all in Twp. 75, Rge. 21 containing 161 acres, more or less.

Jefferson County, Iowa

E line of E½ of NE¼ NE¼ and E line of NE¼ NE¼ of SE¼ of 19-72-10. Also N½ of SE¼ of 6-72-10. Also SE¼ NE¼ and NE¼ SE¼ and SE¼ SE¼ 30-72-10. Also NE¼ NE¼

19-73-10. Also N½ SE¼ 7-72-10. Also S½ SE¼ 7-72-10. Also NE¼ NE¼ 30-73-10. Also E line in road of SE¼ of 12-73-11.

Adair County, Iowa

The S½ of SW¼ Sec. 31-74-31. Also the SE¼ Sec. 31-74-31. Also the S½ of SW¼ and NE¼ of SW¼ of Sec. 32-74-31. Also the W½ of SE¼ and SE¼ of SE¼ of Sec. 32-74-31. Also the NE¼ of SE¼ Sec. 32-74-31. Also the SE¼ Sec. 33-74-31. Also the SW¼ of Sec. 33-74-31. Also the SW¼ and SE¼ of Sec. 34-74-31. Also the S½ of NE¼ of Sec. 34-74-31. Also the NW¼ Sec. 35-74-31. Also the S½ of NE¼ and NW¼ of NE¼ of Sec. 35-74-31. NE¼ NE¼ 35-74-31. Also the N½ of Sec. 36-74-31. Also the W½ of NW¼ Sec. 31-74-30. Also the N½ of NE¼ and E½ of NW¼ Sec. 31-74-30. Also the N½ of NW¼ of Sec. 32-74-30 and S½ of SE¼ of Sec. 29-74-30. Also the S½ of SW¼ Sec. 29-74-30. Also the SW¼ of Sec. 28-74-30 and S½ of SE¼ Sec. 28-74-30. Also the E½ of SW¼ of Sec. 27-74-30. Also the N½ of SE¼ of Sec. 27-74-30. Also the N½ of SW¼ of Sec. 26-74-30. Also the S½ of NW¼ Sec. 26-74-30. Also the SW¼ of NE¼ of Sec. 26-74-30. Also the NW¼ of SE¼ of Sec. 26-74-30. Also the NE¼ of SE¼ and SE¼ of NE¼ of Sec. 26-74-30. Also the N½ Sec. 25-74-30. Also SE¼ SE¼ 36-74-32.

Also the S½ of SE¼ in Sec. 27-74-30.

Warren County, Iowa

The N½ of SW¼ Sec. 7-74-25. Also the NW¼ of SE¼ and S½ of SE¼ of NE¼ Sec. 7-74-25. Also the NE¼ of SE¼ Sec. 7-74-25. Also the SE¼ of SE¼ Sec. 7-74-25. Also the

E½ of NE¼ Sec. 18-74-25. Also the N½ of SW¼ Sec. 8-74-25. Also the SW¼ of NE¼ and S½ of NW¼ of Sec. 8-74-25. Also the SE¼ of NE¼ Sec. 8-74-25. Also the S½ of NW¼ Sec. 9-74-25. Also the E½ of NE¼ and SW¼ of NE¼ and SE¼ of NE¼ in Sec. 9-74-25. Also the NW¼ of NE¼ Sec. 9-74-25. Also the W½ of NW¼ of Sec. 10-74-25. Also the NE¼ of NW¼ and N½ of NE¼ of Sec. 10—and NW¼ of NW¼ of Sec. 11-74-25. Also the S½ of NW¼ Sec. 17-74-25. Also the SW¼ of SE¼ and SE¼ of SE¼ Sec. 2-74-25 and NE¼ of NW¼ and N½ of NE¼ Sec. 11-74-25. Also the NW¼ of NW¼ Sec. 12-74-25 and SW¼ of SW¼ Sec. 1-74-25. Also the NE¼ of NW¼ Sec. 12-74-25 and SE¼ of SW¼ Sec. 1-74-25. Also the S½ of SE¼ Sec. 1-74-25, and W½ of SW¼ Sec. 6-74-24. Also the SE¼ of SW¼ Sec. 6-74-24. Also the N½ of SE¼ and NE¼ of SW¼ Sec. 6-74-24. Also the S½ of SE¼ Sec. 6-74-24. Also the NW¼ of SW¼ Sec. 5-74-24. Also the NE¼ of SW¼ Sec. 5-74-24. Also the N½ of SE¼ of Sec. 5 and NW¼ of SW¼ of Sec. 4-74-24. Also the NE¼ of SW¼ of Sec. 4-74-24. Also the N½ of SE¼ Sec. 4—and S½ of NE¼ Sec. 4—and W½ of SW¼ of NW ¼ of Sec. 3-74-24. Also the E½ of SW¼ of NW¼ and S½ of NE¼ of Sec. 3 and SW¼ of NW¼ of Sec. 2 in Twp. 74-24. And SE¼ of NW¼ Sec. 3-74-24. Also the SE¼ of NW¼ of Sec. 2-74-24. Also the N½ of NE¼ and SW¼ of NE¼ of Sec. 2-74-24. Also the N½ of NW¼ of Sec. 1-74-24. Also the S½ of SE¼ of Sec. 36-75-24. Also the N½ of NE¼ of Sec. 1-74-24. Also the S½ of SW¼ of Sec. 31-75-23. Also the S½ of SE¼ of Sec. 31 and W 30A of SW¼ of Sec. 32-75-23. Also the E 50A of S½ of SW¼ of Sec. 32-75-23. Also SE¼ of Sec. 32-75-23. Also the SW¼ and W½ of SE¼ of Sec. 33-75-23. Also the NE¼ of SE¼ of Sec. 33-75-23. Also the NW¼ of SW¼ of Sec. 34-75-23. Also the NE¼ of SW¼ of Sec. 34-75-23. Also the S 35A of SE¼ of NW¼ Sec. 34-75-23. Also the S½ of NE¼ Sec. 34-75-23. Also the SW¼ of NW¼ Sec. 35-75-23. Also the SE¼ of NW¼ and S½ of NE¼ of Sec. 35-75-23. Also the SW¼ of NW¼ of Sec. 36-75-23. Also the SE¼ of NW¼ and NE¼ of NW¼ and W½ of NE¼ Sec. 36-75-23. Also the E½ of NE¼ Sec. 36-75-23 and W½ of NW¼ Sec. 31-75-22. Also the E½ of NW¼ of Sec. 31-75-22. Also the NW¼ of NE¼ of Sec. 31-75-22 and NW¼ of NW¼ of Sec. 32-75-22. Also the NE¼ of NE¼ of Sec. 31-75-22. Also the NE¼ of NW¼ Sec. 32-75-22. E½ SW¼ 29-75-22. Also the SE¼ of SE¼ of SE¼ Sec. 29-75-22. Also the S½ of SE¼ Sec. 29-75-22 except SE 10 acres. Also the SW¼ of SW¼ of Sec. 28-75-22. Also the SE¼ of SW¼ of Sec. 28-75-22. Also the W½ of SE¼ and SE¼ of SE¼ of Sec. 28-75-22. Also the NE¼ of SE¼ Sec. 28-75-22. Also the W½ of SW¼ of Sec. 27 and N½ of SW¼ of Sec. 26-75-22. Also the E½ of SW¼ and NW¼ of SE¼ and NE¼ of SE¼ all in Sec. 27-75-22. Also the S½ of NW¼ of Sec. 26-75-22. Also the NE¼ of Sec. 26-75-22. Also the W½ of NW¼ of Sec. 25-75-22. Also the NE¼ of NW¼ of Sec. 25-75-22. Also the NW¼ of SE¼ and SE¼ of NW¼ of Sec. 25-75-22. SE¼ NE¼ and NE¼ and SE¼ of 25-75-22.

Also the SE¼ of NE¼ Sec. 5-74-24 and SW¼ of NW¼ and SE¼ of NW¼ Sec. 4-74-24. Also the N½ of NE¼ Sec. 32-75-22. Also the SW¼ of NE¼ Sec. 25-75-22. Also the NW¼ of NW¼ of Sec. 17-74-25. Also the S½ of NE¼ of Sec. 7-74-25.

Rock Island County, Illinois

Lots 3 & 4 in the SE¼ and S½ of lot 6 and lot 10 in the SW¼ 14-16-6; Also the S 20.39

acres of lot 2 (on Island) SE¼ and E½ N½ of lot 3 in the SE¼ and S½ fraction NE¼ being same as the S½ of lot 4 (Government Survey) in sec. 22 and lot 11 in the SW¼ W of Slough and Island in the SW¼ of Sec. 14 all in Twp 16 N Range 6 West, and N 17.19 acres of sec. 23 W. of Slough T 16 N.R. 6 W; Also the NW¼ SW¼ of Sec. 13-16-6; Also the part of N½ NE¼ E. of Slough (53.16A) and SE¼ of NE¼ and N½ SW¼ NE¼ of Sec. 14 and W½ NW¼ 13-16-6; Also the NE¼ SE¼ and N½ NW¼ SW¼ 13-16-6 and SW¼ NW¼ 18-16-5; SE¼ NW¼ 18-16-5; Also the NE¼ and NE¼ NW¼ and SE¼ NW¼ 13-16-6 and SE¼ SW¼ 12-16-6; Also the NE¼ SW¼ 13-16-6; Also the NW¼ SE¼ 13-16-6; Also the W½ NE¼ Sec. 18-16-5; Also the N½ S 54 acres of E½ NE¼ 18-16-5; Also the N 26 acres of E½ NE¼ 18-16-5; Also the NW¼ NW¼ Sec. 17 and SW¼ NW¼ Sec. 17 all in 16-5; Also the E½ NW¼ 17-16-5; Also the W½ NE¼ 17-16-5; Also the E½ NE¼ Sec. 17, and SE¼ SE¼ Sec. 8 all in 16-5; Also the W½ NW¼ 16-16-5; Also the E½ NW¼ of 16-16-5; Also the W½ NE¼ 16-16-5; Also the SW¼ of Sec. 10-16-5; Also the W½ SE¼ 10-16-5; also the SE¼ SE¼ 10-16-5; Also the W½ SW¼ 11-16-5; Also the E½ SW¼ and 12 rods off of W side of the W½ of SE¼ 11-16-5; Also the W½ SE¼ and a tract 28 rods 6′ by 28 rods 6′ in the E½ of SE¼ 11-16-5; Also the E½ SE¼ 11-16-5; Also the SW¼ of 12-16-5; Also the School lots 4, 5, 6, 7, 8, and 10 of the SE¼ and the W½ SE¼ and the S½ NE¼ SE¼ all in Sec. 12 Twp. 16 Range 5; Also the E 85 acres SW¼ Sec. 7 and a 3 acre strip of land 10 rods wide along the W side SW¼ of Sec. 7 known as the Ashotte Tract all in 16-4; Also the W½ SW¼ of 7-16-4 less a strip of land off the W side thereof 10 rods in width being 95.46 acres more or less; Also the W½ SE¼ 7-16-4; Also the NE¼ SE¼ 7-16-4; Also the NW¼ SW¼ 8-16-4; Also the NE¼ SW¼ 8-16-4; Also the W½ SE; 8-16-4; Also the NE¼ SE¼ 8-16-4; Also the NW¼ SW¼ 9-16-4; Also the NE¼ SW¼ 9-16-4; Also the NW¼ SE¼ 9-16-4; Also the E½ SE¼ 9-16-4; Also the NW¼ SW¼ 10-16-4; Also the NW¼ SE¼ and NE¼ SW¼ of sec. 10 all in 16-4; Also the NE¼ SE¼ 10-16-4; Also the SW¼ 11-16-4; Also the W½ SE¼ 11-16-4; Also the NE¼ SE¼ Sec. 11 and the NW¼ SW¼ of Sec. 12 all in 16-4; Also the NE¼ SW¼ and NW¼ SE¼ 12-16-4; Also the NE¼ SE¼ 12-16-4; Also the SW¼ 7-16-3; Also the W½ SE¼ 7-16-3; Also the E½ SE¼ 7-16-3; Also the E½ NW¼ Sec. 8 Lot 2 in the W½ SW¼ of Sec. 8 and the E½ SW¼ of Sec. 8 all in 16-3; Also the SE¼ 8-16-3; Also the NW¼ SW¼ 9-16-3; Also the W½ NW¼ 9-16-3; Also the E½ NW¼ 9-16-13; Also the W½ NE¼ 9-16-3; Also the E½ NE¼ of Sec. 9 and W½ NW-¼ and W 25 Acres of SE¼ NW¼ of Sec. 10 all in 16-3; Also the NE¼ of sec. 10-16-3 and the E 15 acres SE¼ NW¼ of sec. 10-16-3; Also the SW¼ NW¼ 11-16-3; Also the SE¼ NW¼ and NE¼ 11-16-3; Also the W½ NW¼ 12-16-3; Also the E½ NW¼ 12-16-3; Also the W½ NE¼ 12-16-3; Also the N 17.12 acres E½ NE¼ 12-16-3 and S 18.05 acres E of road in the SE part of the E½ NE¼ 12-16-3; Also the beginning at a point 1735′ N SE corner E½ NE¼ of sec. 12-16-3 thence N 302′ thence W parallel to N line of said section 1287.5′ to W line of E½ NE¼ thence S 1773′ thence E 476′ to center line of road thence northeasterly on center line of said road 1705′ to place of beginning containing 38 acres and 4.44 acres of lot #3W of highway in Sect. 7-16-2; Also the S½ of lot 2 and lot 3 except 4.44 A W of road in NW¼ 7-16-2; Also the W½ W½ SW¼ 7-16-2; that part W½ SW¼ Sec. 7 lying W. Rock Island Southern R. R. in 16-2; Also the E½ SW¼ 7-16-2; Also the W½ SE¼ 7-16-2; Also the SE¼ SE¼ and S½ W½ NE¼ SE¼ all in 7-16-2; Also the W½ SW¼ 8-16-2; Also the E½ SW¼

8-16-2; Also the NE¼ SW¼ 7-16-1; Also the E½ SE¼ 8-16-2; Also the W½ SW¼ 9-16-2; Also the E½ SW¼ 9-16-2; Also the W½ W½ SE¼ 9-16-2; Also the E½ W½ SE¼ 9-16-2; Also the E½ SE¼ 9-16-2; Also the N 21½ acres S 43 acres W½ SW¼ 10-16-2; Also the E½ SW¼ 10-16-2; Also the W½ SE¼ 10-16-2; Also the E½ SE¼ 10-16-2; Also the W½ SW¼ 11-16-2; Also the E½ SW¼ 11-16-2 and W½ SW¼ SE¼ 11-16-2; Also the beginning of the NW corner of the E½ SW¼ SE¼ 11-16-2 W of the 4th principal meridian thence E on the N line of said E½ SW¼ SE¼ of the said section 11 and the N line of the SE¼ SE¼ of said section 11-16-2 W of the 4th P.M. 1488.7′ to the center of a public road, thence S 37 degrees 48 minutes E along the center line of said public road 115′ thence S 23 degrees 58 minutes E 259.4′ thence W and parallel to the said N line of the SE¼ SE¼ of sec. 11 and the N line of the said E½ of the SW¼ of the SE¼ of said sec. 11-16-2 W of the 4th P.M. 1641′ thence N along the W line of the E half (½) of the SW¼ SE¼ of sec. 11 334′ to the place of beginning containing 12 acres; Also the E 8 A SE¼ SE¼ 11-16-2 and SE¼ SW¼ 12-16-2 and 8 1/3 A W of road NE¼ SE¼ 11-16-2; Also the SE¼ SW¼ 12-16-2; Also the SE¼ 12-16-2; Also the NW¼ SW¼ 7-16-1; Also the NW¼ SE¼ 7-16-1; Also the NE¼ SE¼ 7-16-1; Also the N½ S½ 8-16-1; Also the SW¼ 9-16-1; Also the NW¼ SE¼ 9-16-1; Also the NE¼ SE¼ 9-16-1; Also the N½ SW¼ 10-16-1; Also the SE¼ NW¼ 10-16-1; Also the S½ NE¼ 10-16-1; Also the S½ NW¼ and NW¼ SW¼ 11-16-1; Also the SW¼ NE¼ 11-16-1; Also the SE¼ NE¼ 11-16-1; Also the NE¼ SE¼ 11-16-1; Also the N½ SW¼ 12-16-1; Also the NE¼ 12-16-1; Also the NW¼ SE¼ 12-16-1; Also the NE¼ SE¼ 12-16-1; Also the W½ SE¼ 8-16-2; Also the Lots 2 and 3 E of Railroad in E½ of W½ SW¼ 7-16-2; Also the SE¼ SE¼ and E 16½ acres SW¼ SE¼ 9-16-5.

Henry County, Illinois

The N½ of SW¼ of Sec. 7-16-1. Also the W½ of NE¼ and E 27½ acres of NW¼ Sec. 7-16-1. Also the E½ of NE¼ and N½ of SE¼ Sec. 7 and that part of NW¼ of Sec. 8 lying W of CRI&P R/W. Twp 16-1. Also the NW¼ of Sec. 8-16-1 which lies E of CRI&P RR R/W. Also the N½ of SE¼ and S½ of NE¼ Sec. 8-16-1. Also the SW¼ of Sec. 9-16-1. Also the SE¼ of Sec. 9-16-1. Also the S½ NW¼ and SW¼ of NE¼ Sec. 9-16-1. Also the SE¼ of NE¼ Sec. 9 less CB&Q R. R. R/W W½ of NW¼ Sec. 10 less CB&Q R. R. R/W Twp. 16-1. Also the E½ of NW¼ Sec. 10-16-1. Also the S½ of NE¼ Sec. 10-16-1. Also the W½ of NW¼ and SE¼ of NW¼ Sec. 11-16-1. Also the S½ of NE¼ of Sec. 11-16-1. Also the S½ of NW¼ of 12-16-1. Also the W½ of NE¼ Sec. 12-16-1. Also the E½ of NE¼ Sec. 12-16-1. Also the W½ of W 164 A of NW¼ of Sec. 7-16-2. Also the W½ of NE¼ and SE¼ of NE¼ and 15 A. E side of NW¼ and SE¼ of W. 164 Ac. of NW¼ of Sec. 7-16-2. Also the W½ of NW¼ of 8-16-2. Also the E½ of NW¼ of 8-16-2. Also the S½ of NE¼ of Sec. 8-16-2. Also the S½ of NW¼ 9-16-2. Also the S½ of NE¼ Sec. 9-16-2. Also the S½ of NW¼ Sec. 10-16-2. Also the S½ of NE¼ except 1¼ acres of Sec. 10-16-2. Also the SE¼ Sec. 10-16-2. Also the W½ SW¼ 5-16-8. Also the N½ of SE¼ of 11-16-2 and S½ of S½ of SE¼ of NE¼ Sec. 11-16-2. Also the SW¼ Sec. 12-16-2. Also the N½ of SE¼ 12-16-2. Also the S½ of NE¼ 12-16-2. The S½ of NW¼ 7-16-3. Also the NE¼ Sec. 7-16-3, West of Road. Also the part of SE¼ of NE¼ Sec. 7 lying E of public road and that part of E½ of E½ of SE¼ of Sec. 7 lying N of line 98 rods N of S line of Sec. 7 and that part of W½ of SW¼ of Sec. 8 as follows: Commencing at NE cor. the W to W line of Sec. 8 then S 63 rods to within 98 rods of South line of said Section, thence E to E line of said W½ SW¼ said Sec. 8 thence N to beginning all in Twp. 16 Rge. 3; Also the S½ of NW¼ 8-16-3. The S½ of NE¼ of 8-16-3. Also the S½ of the NW¼ and N½ of SW¼ 9-16-3. Also the N½ of SE¼ and S½ of S½ of NE¼ of 9-16-3. Also the SE¼ of NW¼ Sec. 10-16-3. Also the S½ of NE¼ 10 and S½ of NW¼ Sec. 11-16-13. Also the S½ of NE¼ of Sec. 11-16-3. Also the SW¼ of NW¼ of Sec. 12-16-3. Also the SE¼ of NW¼ Sec. 12-16-3. Also the S½ of NE¼ Sec. 12-16-3. Also the S½ of NW¼ Sec. 7-16-4 and S½ of NE¼ Sec. 7-16-4. Also the SW¼ of NW¼ of Sec. 8-16-4. Also the SE¼ of NW¼ and SW¼ of NE¼ of Sec. 8-16-4. Also the E½ of NE¼ of Sec. 8-16-4. Also the S½ of NW¼ Sec. 9-16-4. Also the W½ of NE¼ Sec. 9-16-4. Also the E½ of NE¼ Sec. 9-16-4. Also Lot 3 of E½ of NW¼ and W½ of NW¼ 10-16-4. Also the SW¼ of NE¼ of 10-16-4. Also the SE¼ of NE¼ of 10-16-4. Also the S½ of NW¼ 11-16-4. Also S½ of NE¼ 11-16-4. Also all that part of Lots 4 and 6 lying N of Road and W½ NW¼ 12-16-4. Also the N½ SW¼ 12-16-4 N of public road and that part of SW¼ of NW¼ of 12-16-4 lying south and W of public road. Also the NE¼ of SE¼ 12-16-4. E½ of NW¼ and S½ of NE¼ 7-16-5. N½ NE¼ 7-16-5 and Lots 5 and 7 of S½ NW¼ of 12-16-4. Also the E½ of SW¼ of Sec. 12-16-4 and S½ of SE¼ of NW¼ Sec. 12-16-4. Also the S½ of NE¼ 12-16-4. Also NW¼ of SE½ of 12-16-4. Also the SW¼ of NW¼ Sec. 7-16-5. Also the N½ of NW¼ 8-16-5. Also that part of the NE¼ of 8-16-5, lying N of Creek. Also the S½ of N½ Sec. 9-16-5. Also S½ of NE¼ 10-16-5. Also the S½ of NW¼ Sec. 10-16-5. Also that part of the E½ of NW¼ Sec. 11-16-5 lying S and W of the CRI&P R R R/W. Also that part of the W½ of

NW¼ Sec. 11 lying S and W of CRI&P R R R/W 16-5. Also that part of the NE¼ Sec. 11-16-5 lying S and W of CRI&P RR R/W. Also that part of the E½ of NE¼ Sec. 11 that lies N of CRI&P RR and that part W½ of NW¼ Sec. 12 lying N of CRI&P RR twp 16-5. Also the E½ of NW¼ and W½ of NE¼ Sec. 12—lying N and E of CRIP RR R/W 16-5. Also that part of E½ of NE¼ Sec. 12-16-5 lying E and N of CRI&P RR R/W. Also the N½ of SW¼ Sec. 11-16-2. Also SW¼ of NW¼ Sec. 10-16-3. Also the SE¼ 22-14-3 and E½ NE¼ 22-14-3. Also the SE¼ Sec. 27-14-3. Also the SE¼ 22-15-3. Also NE¼ Sec. 27 and SE¼ of NE¼ Sec. 22-15-3. Also the SE¼ Sec. 27-15-3. Also the E½ SE¼ 34-14-3. Also Lot 9 of Cone Subd. of the N¾ SE¼ 3-14-3. Begin at SE cor. thence North 26/2/3 rods Sec. 10-14-3. Also the Lots 4, 5, 6, 7 & 8 NE¼ Sec. 10-14-3 and beginning 53-1/3 rods N of SE cor. thence N 26-2/3 rods SE¼ Sec. 10-14-3. Also the Lots A & D NE¼ Sec. 15-14-3. Also S½ of SE¼ Sec. 34-15-3. Also beginning 26-2/3 rods N of SE cor. thence No. 26-2/3 rods SE¼ Sec. 10-14-3. Also the E½ NW¼ Sec. 22-14-3. Also Lots 1 & 2 of SE¼ Sec. 15-14-3. Also S¼ SE¼ Sec. 3-14-3 and Lots 1, 2, 3 of NE¼ 10-14-3. Also Lots C & B & E in NE¼ 15-14-3. Also N½ of SE¼ Sec. 34-15-3. Also N½ SE¼ 10-14-3. Also 100 A off E side of NE¼ Sec. 15-15-3. Also NE¼ Sec. 3-14-3. Also NW¼ 7-14-3. Also N½ of NE¼ 22-15-3. Also E½ of NE¼ Sec. 3-15-3. Also E½ SE¼ 3-15-3. Also W½ of NW¼ 15-16-3. and SW¼ 10-16-3. and S½ of SE¼ Sec. 9-16-3. Also W½ of NW¼ 22-16-3. and W½ SW¼ 15-16-3. Also SW¼ 27-16-3. Also SW¼ 9-16-3. Also the NE¼ and SE¼ 34-16-3. Also the E 2/3 of NE¼ 10-15-3. and Lots 1 & 2 of Subdivision of SE¼ of 10-15-3. Also SE¼ Sec. 27-16-3 and SW¼ 22-16-3. Also Lot 5 NE¼ 27-14-3. Also E½ NE¼ Sec. 34-15-3. Also W½ NW¼ 27-16-3. Also Lot 1 NE¼ 27-14-3. Also E½ NE¼ 34-14-3. SE¼ 15-15-3.

NW¼ of 7-16-6. Also the W½ of NE¼ of 7-16-6. Also the E½ of NE¼ of 7-16-6. Also the W½ of NW¼ of 8-16-6. Also the E½ of NW¼ of 8-16-6. Also the NE¼ of 8-16-6. Also the NW¼ of NW¼ of 9-16-6. Also the E½ of NW¼ of 9-16-6 and NW¼ of NE¼ of 9-16-6. Also the NE¼ of NE¼ of 9-16-6 and N½ of NW¼ of 10-16-6. Also the NE¼ of 10-16-6. Also the N. 100 A. of NW¼ and that part of NW¼ of NE¼ lying W. of Road, in 11-16-6. Also the NE¼ of NE¼ and all of N½ of NE¼ N. & E. of road in 11-16-6. Also the W½ of NW¼ except 7½ A. E. of ditch in 12-16-6. Also the SW¼ of SE¼ of 1-16-6 and the NW¼ of NE¼ of 12-16-6 and NE¼ of NW¼ of 12-16-6 and 7½ A. E. of ditch NW¼ of NW¼ of 12-16-6. Also E½ of SE¼ of 1-16-6. Also the N½ lots 1 & 2 of NW¼ of 7-16-7. Also the N½ of NE¼ of 7-16-7. Also that part of SE¼ of 6-16-7 and W½ of SW¼ of 5-16-7 lying S. of I. & M. Canal, and the W¾ of N½ of 8-16-7 lying N. of ditch of Drainage District and W. of said Canal. Also the Lot 5 of SW¼ except right of way of I. & M. Canal and Lot 1 of 16 of S½ of SE¼ in 5-16-7. Also Lot 4 E½ of SW¼ Lot 2 of Lot 16 W½ of SE¼, Lot 5 W½ of SE¼ in 5-16-7 and Lot 6 W½ of SE¼ of 5-16-7. Also the E½ of SE¼ of 5-16-7 and the SW¼ of 4-16-7. Also the SE¼ of 4-16-7 and the SW¼ of 3-16-7. Also the SE¼ of 3-16-7 and the W½ of SW¼ of 2-16-7. Also the E½ of SW¼ of 2-16-7 and N½ of SE¼ of 2-16-7. Also the SW¼ of SE¼ of 2-16-7. Also the NW¼ of SW¼ of 1-16-7. Also the SW¼ of SW¼ of 1-16-7. Also the S½ of SE¼ and the SE¼ of SW¼ of 1-16-7. Also the W½ of SW¼ of 6-16-8. Also the E½ of SW¼ & W½ of SE¼ of 6-16-8. Also the E½ of SE¼ of 6-16-8. Also the E½ of SW¼ of 5-16-8. Also the SE¼ of 5-16-8. Also the S½ of the NW¼ of 4-16-8 and the NE¼ of 5-16-8. Also the N½ of the SW¼ and the W½ of the W½ of the SE¼ of 4-16-8. Also the SW¼ of the NW¼ of 3-16-8 except 5.9 A. off N. side thereof containing 33.3 A, and the N. 68 A. of the SW¼ of 3-16-8; and the NE¼ of SE¼ of 4-16-8, and E½ of W½ of SE¼ of 4-16-8 except 5 A. off south end thereof containing 35 A; And all of NE¼ of 4-16-8 lying E. of the center of public highway and the SW¼ of NW¼ of 3-16-8; and that portion of NE¼ of 4-16-8 lying W. of center of public highway. Also the N. 5.9 A. of SW¼ of NW¼ and SE¼ of NW¼ and S½ of NE¼ of 3-16-8 and all of NE¼ E. of highway in 4-16-8. Also the W½ of SW¼ and W. 60 A. of E½ of SW¼ of 2-16-8, and NW¼ of 2-16-8. Also the NE¼ of 2-16-8. Also the W½ of NW¼ of 1-16-8. Also the E½ of the NW¼ and the W½ of the NE¼ of 1-16-8. Also the NE¼ of NE¼ of 1-16-8 and 95.55 A. S. of Creek of NW¼ except SE¼ of NW¼ and 10 A. in SW Cor. of NW¼ of 6-16-9. Also the SE¼ of NE¼ of 1-16-8. Also the land N. and W. of S. and E. bank of Bureau Creek in Sec. 6-16-9. Also the W½ of the W½ of NE¼ and E. 10 A. of E½ of NW¼ of 6-16-9. Also the E½ of W½ of NE¼ and E½ of NE¼ of 6-16-9. Also the N½ of NW¼ and N½ of N½ of S½ of NW¼ and W½ of W½ of NW¼ of NE¼ in 5-16-9. Also the E½ of NE¼ and E½ of NW¼ of NE¼ and E½ of W½ of NW¼ of 5-16-9, and 2 A. along W. side of SW¼ of NW¼ of 4-16-9. Also the W½ of NW¼ of 4-16-9. Also the E½ of the NW¼ of 4-16-9. Also the N½ of NE¼ and N. 21 A. of the S½ of NE¼ of 4-16-9. Also the S½ of the NW¼ of 3-16-9, and NE¼ of SW¼ of 3-16-9 except a strip ½ rod on the S. side of road 40 A., and 28¼ A. off S. side of SE¼ of NE¼ of 4-16-9, and commencing 32 rods E. of SW Cor. of NE¼ of 4, thence N. 60 rods, thence E. 48

Rods, thence S. 60 rods, thence W. 48 rods, in 4-16-9. Also the S½ of NE¼ of 3-16-9, and 82 Sq. rods in SE Cor. thereof, S. of Dover-Princeton road, and SW¼ of NW¼ of 2-16-9, and that part of SE¼ of NW¼ of 2-16-9 lying N. and W. of C. B. & Q. R. R. Also the NE¼ of SW¼ of 2-16-9. W½ SE¼ and SE¼ of SW¼ 2-16-9. Also the S½ of SW¼ of 1-16-9 and the E½ of SE¼ of 2-16-9. Also the SE¼ of 1-16-9. Also the NE¼ of 12-16-9. Also a strip of land 3 rods in width off of N. end of 121.19 A. off the S. end of NW¼ of 7-16-10. Also the NW¼ of 6-16-10. Also a strip of land 50 ft. in width N. and S. and extending E. and W. across the N. 60 A. of the NE¼ of 7-16-10. Also the NW¼ of 8-16-10. Also the W½ of the W½ of the NE¼ of 8-16-10. Also the SE¼ of 8-16-10. Also the W½ of SW¼ and 10A. off S. side of W½ of NW¼ of 9-16-10. Also 153 A. more or less in 9-16-10 as follows: Begin at point on S. line 9-16-10 at the E side of public highway & 1325 ft. E. of SW cor said section, then E 2037.62 ft along S line, thence N1°E 3028.8 ft. thence N89°W 22.64 ft. to E side of Highway, thence S along E side of Highway to beginning. Also the SE 113.75 A. of 9-16-10; and the W½ of SW¼ of 10-16-10 and 2½ A. more or less lying in SW Cor. of SW¼ of NW¼ of 10-16-10. Also the E½ of SW¼ of 10-16-10. Also the N½ of the SE¼ of 10-16-10 and the NW¼ of SW¼ of 11-16-10. Also the NE¼ of the SW¼ of 11-16-10. Also the 3 Rds. lying immediately N. of and parallel with S. fence line as now established of the N. 20 A. of SE¼ of 12-16-10, and a strip 3 Rods in width over and across that part of NW¼ and also of the SW¼ of 12-16-10, owned by grantors. Also the N½ of SW¼ of 7-16-11. Also the N½ of SE¼ of 7-16-11. The N½ of SW¼ Sec. 8-16-11; Also SE¼ Sec. 8-16-11; Also SW 118.36 acres of SW¼ of Sec. 9-16-11; Also W½ of SE¼ and E½ of E½ of SW¼

Sec. 9-16-11; Also W½ of NE¼ Sec. 9-16-11; Also E½ of NE¼ of Sec. 9-16-11; Also Beginning at the SE cor. of NE¼ Sec. 10-16-11 thence N 375 feet along section line to the center of the creek thence W 50 feet parallel to the S line of the NE¼ thence S 375 feet parallel to the E line of said section to the S line of said ¼ thence E 50 feet along said section line to the place of beginning, and containing .431 acres more or less; Also W½ of NW¼; Sec. 10-16-11; Also W½ of NW¼ Sec. 11 and S½ of NE¼ and SE¼ of NW¼ Sec. 10 all in 16-11; Also E½ of NW¼ Sec. 11-16-11; Also a tract of land 3 rods wide across the said premises in an easterly & westerly direction, a distance of 80 rods containing 1.50 acres more or less across and on the SW¼ of NE¼ Sec. 11-16-11; Also E½ of NE¼ Sec. 11-16-11; Also 89.83 acres in N½ Sec. 12-16-11 being all land N of ½ Sec. line and W of Plank Rd.; Also N½ Sec. 12-16-11 E of Plank Rd.; Also commencing 25 ft. S of the NE¼ of NW¼ Sec. 7-16-7 thence running S 93 ft. thence W 98 ft. thence N 94 ft. thence E 98 ft. to place of beginning and containing 9112 sq. ft. and being known as the Prather School House lot. Also SE¼ 11-16-10; Also the W½ SW¼ 5-16-8.

La Salle County, Illinois

The E. 112 acs. & W. 60.50 acs. in SW¼ 30-34-1E; also the SE¼ 30-34-1; Also the W½ SW¼ & SW¼ NW¼ 29-34-1; Also the E½ SW¼ & NE¼ 29-34-1; Also the W. 50 acs. of SE¼ 29-34-1; Also the East 110 acs. of SE¼ 29-34-1; Also the W½ 28-34-1; Also the NE¼ 28-34-1; Also the S½ NE¼ 21-34-1; Also the SW¼ 22-34-1; Also the SW 45 acs. of NW¼ 27-34-1; Also the W¾ N½ SW¼ 26-34-1, and the N½ NE¼ SE¼ & SW¼ NE¼ & SE¼ NW¼ all in 27-34-1; Also the E½ W½ SE¼ 27-34-1; Also the N½ NE¼ 22-34-1; Also the NW¼ 25-34-1; SE¼ and the E 10 ac. SW¼ Sec. 26-34-1; Also the NE¼ & N½ NW¼ 26-34-1; Also the W½ NE¼ 25-34-1; Also the E½ NE¼ 25-34-1; Also the W½ SW¼ 19-34-2; Also the E½ SW¼ & W½ SE¼ 19-34-2; Also the E½ SE¼ 19-34-2; Also the E½ NE¼ 19-34-2; Also the W½ 20-34-2; Also the N½ SE¼ 20-34-2, and South 40 acs. NE¼ 20-34-2; Also the NW¼ NE¼ 20-34-2; Also the W½ NW¼ 21-34-2, and NE¼ NE¼ 20-34-2; Also the E½ NW¼ 21-34-2; Also the NE¼ 21-34-2; Also the NW¼ & N½ SW¼ 22-34-2; Also the N½ NE¼ 22-34-2; Also the N½ NW¼ 23-34-2; Also the West 110 acs. of NE¼ 23-34-2; Also the E. 50 acs. of E½ NE¼ 23-34-2; Also the North 35 acs. of NW¼ NW¼ & EAST 24 acs. of NE¼ NW¼, and North 8 acs. of West 16 acs. of NE¼ NW¼ all in 24-34-2; Also the W½ NE¼ 24-34-2; Also the South 60 acs. of E½ NE¼ 24-34-2; Also the West 92.45 acs. of NW¼ 19-34-3; Also the E½ NW¼ 19-34-3; Also the W½ NE¼ 19-34-3; Also that part of E½ NE¼ Sec. 19 & W½ NW¼ Sec. 20 Twp. 34 Rge. 3 lying North of drainage ditch; Also the E½ NW¼ 20-34-3; Also the W½ NE¼ 20-34-3; Also the NW¼ 21-34-3, and E½ NE¼ 20-34-3; Also the SE¼ & East 104 acs. of SW¼ 26-34-1; Also the W½ NW¼ 22-34-3; Also the E½ NW¼ 22-34-3; Also the NE¼ Sec. 22 & N½ NW¼ Sec. 23, all in Twp. 34, Rge. 3; Also the North 3 rods of NE¼ 23-34-3; Also the SE¼ 14-34-3; Also the S½ SW¼ 13-34-3; Also the SE¼ 13-34-3; Also the South frl. ½ Sec. 18 Twp. 34 Rge. 4 except 50 acs. off N. side; Also the SW¼ 17-34-4, and lands lying west of public highway in NW¼ 20-34-4; Also lands in NE¼ Sec. 20 lying south of J. H. Eustis Estate, and lands lying in NW¼ Sec. 21 lying West of CB&Q R. R., and lands lying in NW¼ Sec. 20 lying E. of Public Highway, all in Twp. 34 Rge. 4; Also all of Secs. 21 & 16 lying

West of Fox River & East of CB&QRR Twp. 34 Rge. 4; Also the S½ SE¼ 16-34-4; Also the N½ NE¼ 21-34-4 & West 66 acs. of N½ NW¼ 22-34-4; Also the SW¼ 15-34-4; Also the SE¼ 15-34-4; Also the S½ SW¼ 14-34-4; Also the NW¼ SE¼ & All that part of land lying North of public highway in SW¼ SE¼ 14-34-4; Also the SE¼ SE¼ 14-34-4; Also all the land lying south of public highway in SW¼ SE¼ 14-34-4; Also the SW¼ 13-34-4; Also the SE¼ 13-34-4; Also the S½ 18-34-5; Also the S½ SW¼ 17-34-5; Also the W½ SE¼ 17-34-5; Also the SE¼ SE¼ 17-34-5; Also the W½ SW¼ 16-34-5; Also the E½ SW¼ & W½ SE¼ 16-34-5; Also the E½ SE¼ 16-34-5; Also the S½ SW¼ SW¼ 15-34-5; Also the SW¼ Sec. 13 & E½ SW¼ Sec. 15 Twp. 34, Rge. 5, and the W½ SW¼ SE¼ 15-34-5; Also the E½ SW¼ SE¼ 15-34-5; Also the E½ SE¼ 15-34-5; Also the SW¼ 14-34-5; Also the NW¼ 23-34-5; Also the NE¼ Sec. 23 & N½ NW¼ 24-34-5; Also the SE¼ 13-34-5; Also the North 120 acs. of NE¼ 24-34-5; Also Land lying east of Fox River in NW¼ 21-34-4; Also the S½ NE¼ & Land lying North of public highway in W½ SE¼ 14-34-4E.

Grundy County, Illinois

The N 3 rds. of S 71 ft. of SW Frac. ¼ 18-34-6. Also SW¼ Sec. 17 and W½ SE¼ 18-34-6. Also E½ SE¼ 18-34-6. Also W½ SE¼ 17-34-6. Also 5 acres in SE cor. of SW¼ Sec. 17-34-6. Also E½ of SE¼ 17-34-6. Also W½ SW¼ 16-34-6. Also NE¼ and W½ NW¼ 16-34-6. Also E½ NW¼ 16-34-6. Also W½ NW¼ 15-34-6. Also S½ of 15-34-6. Also SW¼ of Sec. 14-34-6. Also SE¼ 14-34-6. Also SW¼ 13-34-6. Also SE¼ of 13-34-6. Also N 3 rds. of SW¼ and W½ of SE¼ and W 49.075 acres of E½ of SE¼ of 18-34-7. Also 3 acres of SE Cor. of NE¼ of Sec. 18

and 1.56 acres of NE Cor. of SE¼ of Sec. 18-34-7. Also N 3 rds. of SW¼ of 17-34-7. Also W 74 acres of S 100 acres of SW¼ Sec. 17 and 30 acres on E side of SE¼ 18-34-7. Also W 23 acres of E 26 acres of S 100 acres of SW¼ 17-34-7. Also N½ of Sec. 20 W of Morris and Lisbon Rd. except 24 acres off S of NW¼ of 20-34-7. Also W½ of SE¼ of 17-34-7 and 83 acres in SW corner of W½ of SE¼ of 17-34-7. Also SW¼ of Sec. 16 and E½ of SE¼ of 17-34-7. Also W½ of NW¼ of 21-34-7. Also W 3 rds. of E½ of Secs. 16 and 21-34-7 less W 12 ft thereof. Also NE¼ of Sec. 22-34-7 except S 20 acres of E½ of NE¼. Also W½ of NW¼ of 17-34-7. Also W½ of NE¼ and N 52 acres of E½ of NW¼ of 17-34-7. Also NW¼ and W½ of W½ of NE¼ of 16-34-7. Also SE¼ of 9-34-7. Also SW¼ of 9-34-7. Also W 4¼ rds. of E½ of S½ of 9-34-7 except W 3 acres of SE¼ of Sec. 9 and a strip 500 ft. x 24 ft. on E side. Also NW¼ of 9-34-7. Also NE¼ of 9-34-7. Also SW¼ of SE¼ of 4-34-7. Also S 70 acres of E½ of SE¼ and S 30 acres of NW¼ of SE¼ of 4-34-7. Also NW¼ of 3-34-7. Also SW¼ of 3-34-7. Also part of SW¼ of 3-34-7 lying N of point 30 rds. E of NW Cor. to point 25 rds. S of NW Cor. Also N½ of NE¼ of 4-34-7. Also NW¼ of 22-34-7. Also SE¼ of 8-34-7. Also 2 rds. N of SE Cor. of NE¼ of 18-34-7 thence W 2 rds. thence S parallel with Sec. line to Morris and Lisbon Rd. thence along to Sec. line thence N to place of beginning.

Knox County, Illinois

The N½ of SE¼ 3-13-3. Also N½ of SW¼ of 10-13-3. Also NE¼ of 3-13-3. Also NE¼ of 10-13-3 and S½ of SE¼ of 3-13-3.

Kendall County, Illinois

The W½ of SE¼ and NE¼ of SE¼ Sec. 33-35-7. Also the W½ of NE¼ Sec. 33-35-7. N 42 rods SE¼ SW¼ Sec. 28-35-7 lying E of R/W Fox and Ill. Union Ry. Also all that part of land owned by School District #61 in the SE corner of NE¼ of SW¼ of Sec. 28-35-7. Also the E½ of NW¼ Sec. 28 also NE¼ SW¼ except conveyed to School in Sec. 28 lying E of R/W Twp 35-7. Also the S½ of SE¼ of Sec. 21 and SW¼ of SW¼ of Sec. 22-35-7. Also the S½ of NW¼ and NW¼ of SW¼ of Sec. 22—and NE-¼ of SE¼ of Sec. 21-35-7. Also the NE¼ Sec. 22-35-7. Also the NW¼ of Sec. 23-35-7. Also NE¼ Sec. 23-35-7. Also the NW¼ Sec. 24-35-7. Also the NE¼ Sec. 24-35-7. Also the SE¼ of Sec. 34-35-7. Also the NW¼ Sec. 35-35-7. Also the N½ Sec. 34-35-7. Also the W½ Sec. 26-35-7. Also the NE¼ Sec. 26-35-7. Also the N½ NW¼ Sec. 25-35-7. Also the SE¼ Sec. 24-35-7. Also the NW¼ of SE¼ and N½ of SW¼ of sec. 19-35-8. Also the NE¼ of SE¼ Sec. 19-35-8. Also the W½ of the NW¼ and the NW¼ of SW¼ Sec. 20-35-8. Also the SE¼ of NW¼ Sec. 20-35-8. Also the S½ NE¼ of Sec. 20-35-8. Also the NW¼ NE¼ Sec. 20-35-8. Also the NW¼ Sec. 21-35-8. Also the W 100 Acres and the N½ of Lot 6 of NE¼ Sec. 22-35-8 and E½ of E½ of SE¼ of NW¼ Sec. 22-35-8. Also the NW¼ of Sec. 23 and 37.25 Acres out of SE cor. of NE¼ Sec. 22-35-8. Also the W½ of the NE¼ Sec. 23-35-8. Also the E½ of the NE¼ Sec. 23-35-8. Also the NW¼ of Sec. 24 and W½ of the NE¼ Sec. 24-35-8. Also the E½ of NE¼ of Sec. 24-35-8. S 116.47 A of NE¼ Sec. 21-35-8 also S 116.47 A. of NW¼ Sec. 22-35-8 except 10 A in SE cor. Also the W½ of NE¼ Sec. 23-35-8. Also the S 38 rods of SE¼ of SW¼ of Sec. 28—lying

E. of R/W of Fox and Ill. Un. Ry. Co. 35-7. Also the SE¼ Sec. 24-35-7. Also the SE¼ of SE¼ of SW¼ of Sec. 34-35-7.

Will County, Illinois

The NW¼ frl¼ of Sec. 19-35-9. Also the SW frl. ¼ Sec. 19-35-9. Also the W½ of SE¼ Sec. 19-35-9. Also the E½ of SE¼ Sec. 19-35-9. W½ of SW¼ of Sec. 20-35-9. Also the W½ of NW¼ Sec. 20-35-9. Also the E½ of NW¼ and NE¼ of Sec. 20-35-9. Also the S½ of the NW¼ of Sec. 21-35-9. Also the W½ of NE¼ Sec. 21-35-9. Also the E½ of the NE¼ of Sec. 21-35-9. Also the NW¼ Sec. 22-35-9. Also the NE¼ of Sec. 22-35-9. and a part of Sec. 23-35-9. Also the N 100 A of the NW¼ Sec. 23-35-9. Also the NE¼ of Sec. 23-35-9. Also the E½ of SE¼ Sec. 14-35-9. Also the SW¼ Sec. 13 and E 33 ft. of W½ Sec. 24-35-9. Also E½ of W½ of Sec. 24-35-9. Also the W-33A of NE¼ of Sec. 24-35-9. Also that part of SE¼ Sec. 24 lying N. of I & M Canal except small tract in NE corner; that part of E½ SW½ Sec. 24 lying S. of CRI&P Ry except parts heretofore deeded. Also NE¼ Sec. 24-35-9.

LANDS IN FEE

Gray Compressor Station

that certain piece and parcel of land situate in the y of Beaver, State of Oklahoma, more particularly ed and described as follows:

The East 30 acres of the Northwest Quarter of the Northeast Quarter in Section 15 in Township 1 North, Range 20 East of the Cimarron Meridian.

Bloom Compressor Station

All that certain piece and parcel of land situate in the County of Ford, State of Kansas, more particularly bounded and described as follows:

> The North 30 acres of the Northeast Quarter of the Southeast Quarter of Section 17, Township 29 South, Range 24 West.

Heizer Compressor Station

All that certain piece and parcel of land situate in the County of Barton, State of Kansas, more particularly bounded and described as follows:

> The West half of the Southeast Quarter of Section 1, Township 19 South, Range 15 West.

Glasco Compressor Station

All that certain piece and parcel of land situate in the County of Cloud, State of Kansas, more particularly bounded and described as follows:

> The East 30 acres of the Southeast Quarter of the Southeast Quarter of Section 7, Township 8 South, Range 4 West of the 6th Principal Meridian.

Beatrice Compressor Station

All that certain piece and parcel of land situate in the County of Gage, State of Nebraska, more particularly described as follows:

> The North 30 acres of the Southwest Quarter

of the Northwest Quarter of Section 15, Township 4 North, Range 6 East of the 6th Principal Meridian.

Hastings Compressor Station

All that certain piece and parcel of land situate in the County of Mills, State of Iowa, more particularly described as follows:

The Northwest Quarter of the Northeast Quarter of Section 9, Township 72 North, Range 40 West of the 5th Principal Meridian.

Truro Compressor Station

All that certain piece and parcel of land situate in the County of Warren, State of Iowa, more particularly described as follows:

All of the Northwest Quarter of the Southeast Quarter of Section 7, Township 74 North, Range 25 West, 5th Principal Meridian, Iowa, except the East one acre of said tract.

Harper Compressor Station

All that certain piece and parcel of land situate in the County of Keokuk, State of Iowa, more particularly described as follows:

Lots Nos. 1, 4 and 5 of the irregular survey of the Southwest fractional Quarter of Section 30, Township 76 North, Range 10 West of the 5th Principal Meridian, as shown by the plat thereof recorded in Plat Book 3, at pages 269, 270 and 271 in the office of the County Recorder of Keokuk

County, Iowa, also the North 66 feet in equal width of the East three-quarters of the South one-half of Section 25, Township 76 North, Range 11 West of the 5th Principal Meridian.

Geneseo Compressor Station

All that certain piece and parcel of land situate in the County of Henry, State of Illinois, more particularly described as follows:

Thirty acres of uniform width, off the South side of the Southeast Quarter of the Northeast Quarter, Section 8, in Township 16 North, Range 3 East of the 4th Principal Meridian; subject to grant for road purposes, dated May 24, 1927, recorded in the Recorder's Office of Henry County, Illinois, Book 353 on page 118 thereof.

Miscellaneous Lands in Fee

All those certain pieces and parcels of land, more particularly bounded and described as follows:

County of Cloud, State of Kansas

Lot 1, Block 4, Brierley's First Addition to the City of Glasco, Kansas.

County of Cloud, State of Kansas

Beginning at a point 1664 feet North and 25 ft. East of SW corner of Sec. 18, Township 8 South, Range 4 West, thence North for a distance of 100 feet, thence 90° East for a distance of 50 feet, thence 90° South for a distance of 100 feet, thence 90° West for a distance of 50 feet to point of beginning; also right of way from this plot South to the main pipe line.

County of Montgomery, State of Iowa

South one rod of the South half of the Northeast quarter of Section 4, Township 72 North, Range 39 West of the 5th Principal Meridian.

County of Muscatine, State of Iowa

Beginning at a point 822 feet West and 33 feet North of the Southeast corner of Section 18, Township 76 North, Range 3 West, and bounded by the following line: Thence from said point, North 95 feet, thence west 105 feet, thence South 95 feet, thence East 105 feet to place of beginning, said tract of land comprising one-fourth of one acre, more or less, out of the Southeast Quarter of the Southeast Quarter of said Section 18, of said Township and Range.

County of Muscatine, State of Iowa

The South twelve and one-half acres of Lot 3, except railway right-of-way in Section 22, Township 76 North, Range 4 West of the 5th Principal Meridian and containing 9.80 acres, more or less.

County of Muscatine, State of Iowa

A certain tract of land in the SE¼ of SE¼ of Sec. 9, Township 76 North, Range 2 West, as follows: Commencing at the Southwest corner of SE¼ of SE¼ Sec. 9, Twp. 76 N., Rge. 2 West, Thence North along the West line of the SE¼ SE¼ of said Sec. 9 a distance of 161.7 feet to a point which is the point of beginning of the tract herein conveyed, thence North 60° 4′ East a distance of 100 feet, thence North 9° 56′ West a distance of 50 feet, thence South 60° 4′ West to the West line of said quarter quarter Section, thence South a distance of 57.7 feet or to the place of beginning, containing 1/10 of an acre, more or less.

County of Warren, State of Iowa

Beginning at a point on the North right-of-way line of the C. B. & Q. Railway, and 25 feet West of the North and South center line of Section 16, Township 74 North, Range 25 West of the 5th Principal Meridian of Iowa, thence North 400 feet; thence West at right angles 25 feet; thence South 397½ feet more or less, to the C. B. & Q. right-of-way, thence Southeast along said right-of-way 25.13 feet to place of beginning; the Northeast corner of said tract being about 741½ feet South and 25 feet West of the North Quarter corner of said Section 16, Township 74 North, Range 25 West of the 5th Principal Meridian, Iowa.

County of Warren, State of Iowa

Commencing at a point on the South line of the County road running East and West along the North side of the SW¼ of SW¼ of Section 36, Township 75 North, Range 24 West of the 5th P. M. of Iowa, where the East line of said 40 acre tract intersects the said South line of said road, and running thence South on said line 50 feet, thence West 100 feet, thence North 50 feet, thence East 100 feet to place of beginning, said strip of land being bounded on the North side by said County Road.

County of Muscatine, State of Iowa

That tract of land in Muscatine County, Iowa, described as follows:

All that part of the East 18.10 acres of the NE¼ of NE¼ of Section 21, Township 76 North, Range 4 West of the 5th Principal Meridian, which lies South of the right-of-way granted to the Chicago, Milwaukee & St. Paul Railway Company by deed dated August 9, 1901, and recorded in office of Recorder of Muscatine County, Iowa, in Book 45 of Lands, page 435; which tract of land may be otherwise described as all that part lying South of said railway right-of-way of the East 20 acres of Government Lot No. 1 in Section 21, Township and Range aforesaid.

County of Marion, State of Iowa

Beginning at a point 1567 feet South and 33 feet East from the Northwest corner of Section 19, thence East 50 feet, thence South 100 feet, thence West 50 feet, thence North 100 feet, to place of beginning, said tract located in the W½ NW¼ of Section 19, Township 75, Range 19 West.

County of Cass, State of Nebraska

That part of SE¼ of NW¼ of Section 30, Township 12 North, Range 14 East of the 6th P.M. dedescribed as follows:

Commencing at a point 570 feet south and 33 feet East of the Northwest corner of the SE¼ of the NW¼ of said Section 30, running thence East 95 feet, thence South 105 feet, thence West 95 feet, thence North 105 feet to the place of beginning.

County of Mills, State of Iowa

Commencing at the intersection of the center line of the public highway and the East right-of-way line of the Hastings and Carson Branch of the C. B. & Q. Ry. which point is 13.76 chains East of the Southwest corner of said Section 5, and running thence East along the center line of the highway 6.40 chains, thence North 9.70 chains to the East right-of-way line of the railroad, thence Southwest along the East right-of-way line of said railroad to the place of beginning, containing 3.10 acres, all in Township 72 North, Range 40 West of the 5th P.M.

County of Will, State of Illinois

The South 60 feet of the East half of the Southeast Quarter of Section 13, Township 35 North, Range 9 East, of the 3rd Principal Meridian, excepting therefrom that portion of the Elgin, Joliet and Eastern Railway Company right-of-way 100 feet wide, across said South 60 feet of said East half of the Southeast Quarter of said Section.

County of Will, State of Illinois

Commencing at the SW corner of Section 18, run thence North on West line of Section 18, 660 feet, run thence East parallel with South line of said Section 660 feet, thence South parallel with West line of said Section 660 feet to South line of said Section, thence West along the South line of said Section 660 feet to place of beginning, containing 10 acres, all in Township 35 North, Range 10 East of the 3rd P. M.

Also the following: Commencing on the West line of said Section 18 at a point 660 feet North of the Southwest corner of said Section, run thence North along said West line to the North line of the Southwest one-fourth of said Section 18, run thence East along said North line 2 rods, thence South parallel with the West line of said Section 18, to a point 660 feet North of the South line of said Section 18, thence West parallel with South line of said Section 18 to the place of beginning, containing one and one-half acres, more or less.

County of Will, State of Illinois

A tract of land containing 2 acres more or less, in the NE corner of the NW¼ of Section 22, Township 35 North, Range 9 East of the 3rd P. M. in the County of Will and State of Illinois, and being more particularly described by metes and bounds as follows:

Beginning at the NE corner of the NW¼ of said Section 22, thence South 200 feet; thence West 435 feet 6 inches; thence North 200 feet; thence East 435 feet 6 inches to place of beginning.

County of La Salle, State of Illinois

A parcel of land in the SW¼ of Section 14, Township 34 N., Range 4 East of the 3rd P.M., bounded and described as follows: Beginning at a point in the West Section line of said Section which is 503.2 feet North of the Southwest corner of said Section; thence East along a line parallel with the South Section line of said Section, 208 feet; thence North along a line parallel with the West Section line of said Section 208 feet more or less to the South line of the right of way of the Continental Construction Corporation; thence West along said South right of way line to the west section line of said Section; thence South along the West Section line of said Section, 208 feet, more or less, to the point of beginning.

Together with all improvements on the real property above-described owned in fee by the Company and the appurtenances thereunto belonging, including all buildings, compressor stations, regulator stations, gas holders, meters, structures, fixtures, tanks, engines, machinery, appliances, tools, pipe lines, pipes, boilers and all other personal property of the Company used on or in connection with the real estate above-described.

Telephone System

Also all those telephone lines, together with the easements and rights-of-way for constructing, maintaining, replacing and operating the same, including all structures, poles, wires, tools and appliances and other personal property used in connection therewith located and described generally as follows:

Beginning at a point in Section 15, Township 1 North, Range 20 East, Beaver County, Oklahoma; thence continuing in a general Northeasterly direction through Beaver County, Oklahoma, a distance of 265,268 feet. Being a total distance of 265,268 feet in the State of Oklahoma.

Thence continuing in a general Northeasterly direction as follows:

Through Meade County, Kansas, a distance of 244,216 feet

Through Clarke County, Kansas, a distance of 69,277 feet

Through Ford County, Kansas, a distance of 242,672 feet

Through Edwards County, Kansas, a distance of 142,615 feet

Through Pawnee County, Kansas, a distance of 186,620 feet

Through Barton County, Kansas, a distance of 246,477 feet

Through Russell County, Kansas, a distance of 89,892 feet

Through Ellsworth County, Kansas, a distance of 31,497 feet

Through Lincoln County, Kansas, a distance of 226,472 feet

Through Mitchell County, Kansas, a distance of 52,590 feet

Through Ottawa County, Kansas, a distance of 26,992 feet

Through Cloud County, Kansas, a distance of 236,530 feet

Through Republic County, Kansas, a distance of 84,355 feet

Through Washington County, Kansas, a distance of 192,504 feet,

Being a total distance of 2,072,709 feet through the State of Kansas. Also a lateral line in Section 17, Township 29 South, Range 24 West, Ford County, Kansas, 102 feet in length. Also a lateral line in Section 1, Township 19 South, Range 15 West in Barton County, Kansas, 100 feet in length.

Also a lateral line in Section 7, Township 8 South, Range 11 West, in Cloud County, Kansas, 87 feet in length.

Thence continuing in a general Northeasterly direction through Jefferson County, Nebraska, a distance of 56,123 feet and through Gage County, Nebraska, a distance of 132,643 feet to a point in Section 15, Township 4 North, Range 6 East, Gage County, Nebraska.

Thence continuing on the pole line of the C. B. & Q. Railroad in a general Northeasterly direction through the town of Lincoln, Nebraska. Thence in a general Easterly direction through the towns of Creston, Ottumwa, and Burlington, Iowa, and

Aurora, Illinois to Chicago, Illinois, a distance of 303,536,640 feet.

A lateral line beginning at the point of intersection of the C. B. & Q. R. R. pole line with the South line of Section 5, Township 72 North, Range 40 West, Mills County, Iowa; thence running in a Easterly direction 7,955 feet to a point in Section 9, Township 72 North, Range 40 West, Mills County, Iowa.

A lateral line beginning at the point of intersection of the C. B. & Q. pole line with the West line of Section 17, Township 74 North, Range 25 West, Warren County, Iowa, thence North 86,411 feet to a point in Section 7, Township 74 North, Range 25 West, Warren County, Iowa.

A lateral line beginning at the point of intersection of the C. B. & Q. Pole Line with the East line of Section 30, Township 72 North, Range 10 West, Jefferson County, Iowa; thence North 147,-488 feet to a point in Section 30, Township 76 North, Range 10 West, Keokuk County, Iowa.

A lateral line beginning at the point of intersection of the C. B. & Q. pole line and the East line of Section 10, Township 13 North, Range 3 East, Henry County, Illinois; thence North 111,094 feet to a point in Section 8, Township 16 North, Range 3 East, Henry County, Illinois.

Also $25,000,000 principal amount of Gas and Pipeline Mortgage Six Per Cent. Gold Bonds, Series A of Texoma Natural Gas Company, a Delaware corporation, and any and all additional bonds issued under the same indenture securing said bonds, at any time acquired by the Company (hereinafter sometimes referred to as Texoma Bonds).

Also a certain contract dated as of October 15, 1931, between the Company and Texoma Natural Gas Company, whereby the Texoma Natural Gas Company has agreed to produce, sell and deliver, and the Company has agreed to purchase, receive and pay for gas at the place or places for the price or prices and under the terms and conditions set forth in said contract, a duplicate original of which is delivered by the Company to the Trustee simultaneously with the execution and delivery of these presents.

And also all licenses, easements, contracts, interests, rights, claims, books of account, corporate, tax, operating and business records of every kind, abstracts and memoranda of titles, maps, surveys, office furniture and fixtures, safes, franchises (but not including the franchise to be a corporation), good will, patents, processes and all contracts or agreements respecting patents or processes, together with all the improvements on any real property now owned or hereafter acquired and the appurtenances thereto belonging, including all buildings, structures, fixtures, tanks, engines, compressors, machines, appliances, railroad tracks, telephone lines, pipes, tools, used on or in connection with the same, and all other real and personal property now owned or hereafter acquired by the party of the first part and wheresoever situate (except as herein expressly excepted);

And also all rents, royalties, issues, profits and other income; also all cash, bills receivable, accounts receivable, stores and supplies, gas and all other assets ordinarily classified as "current assets" by standard accounting practice; also all securities of other corporations; and all oil and/or gas leases or mineral rights and/or interests and royalties therein, all oil and/or gas production, and all equipment, appliances and other property used for the development of oil and/or gas acreage or for the drilling for and production of oil and/or gas now owned or hereafter acquired; PROVIDED that the lien created by this Indenture shall not be deemed to apply to rents, royalties, issues, profits and other income, cash, bills receivable, accounts receivable, securities of other corporations not Subsidiary Companies (as herein defined) and not delivered to the Trustee hereunder, stores and supplies, gas and all other assets ordinarily classified as "current assets" by standard accounting practice, or to oil rights in oil and/or gas leases or mineral rights and/or interests and royalties therein, or to oil production, and equipment, appliances and other property used for the development of oil acreage or for the drilling for and production of oil now owned or hereafter acquired unless and until the Trustee, or a receiver appointed hereunder, shall enter upon and take possession of the trust estate or until the Trustee shall have given notice of a sale of the trust estate after the happening of an event of default as provided in Article VIII hereof; but if upon the happening of an event of default, as hereinafter in this Indenture defined, the Trustee shall have given notice of the sale of the trust estate, or the Trustee, or any receiver appointed hereunder, shall enter upon and take possession of the trust estate, the Trustee, or such receiver, may at the time likewise take possession of any and all rents, royalties, issues, profits, other income, all cash, bills and accounts receivable, securities of other corporations not Subsidiary Companies, stores and supplies, gas and all other assets ordinarily classified as "current assets" by standard accounting practice, and all oil rights in oil and/or gas leases and mineral rights and/or interests and royalties therein, all oil production, and all equipment, appliances or other property used for the development of oil acreage, or for the drilling for and production of oil at such time owned by the Company, and the same shall thereupon be and become subject to the lien of this Indenture and shall so continue unless and until such event of default be remedied and possession of the trust estate shall be restored to the Company, its successor or successors or assigns.

The specific description or enumeration herein of properties of the party of the first part shall not be construed as limiting the scope and intent of the lien of this mortgage, which is intended to cover all property, real and personal, and all rights and interests therein and every other right and interest which the party of the first part now has or may hereafter acquire, save as herein specifically excepted, limited or postponed.

Subject, however, as to any lands on or across which the Company owns rights of way, to any present or future liens which may exist or may be created by Farm Mortgages and Other Liens (as hereinafter in Article XVI defined); and subject also as to any gas acreage (including therein what is commonly known in the industry as oil and/or gas leases, mineral rights, and interest and royalties in such leases or acreage) to any present or future liens which may exist or which may be created by Farm Mortgages (as hereinafter in Article XVI defined).

To Have and To Hold, all and singular, the said properties, real, personal or mixed, hereby conveyed, transferred, pledged or assigned by the Company, or intended so to be, whether now owned or held or hereafter acquired (hereinafter sometimes called the trust estate), unto the Trustee, its successor or successors and assigns forever;

But In Trust, Nevertheless, under and subject to the conditions hereinafter set forth, for the equal and proportionate benefit and security (except to the extent

otherwise provided in Article X hereof) of all and singular the present and future holders of the Bonds and interest coupons issued and to be issued under this Indenture, without preference, priority or distinction of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise, and for securing the observance and performance of all the terms, provisions and conditions hereof.

And It Is Hereby Covenanted and Declared that the terms and conditions upon which the Bonds, with the coupons for interest, are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and the trusts and conditions upon which the trust estate is to be held and disposed of, which said trusts and conditions the Trustee hereby accepts and agrees to discharge, are as follows:

ARTICLE I

Form and Execution of Bonds

Section 1.—The aggregate amount of Bonds which may be executed by the Company and which may be authenticated by the Trustee, is not limited.

Section 2.—The Bonds issued hereunder are to be issued in series, the Bonds of each series to be designated by such distinctive name as may, consistently with the provisions hereof, be deemed appropriate by the Board of Directors of the Company. Each Bond issued hereunder shall bear upon the face thereof the designation so selected for the series to which it belongs. All Bonds of the same series at any time simultaneously outstanding shall be identical in tenor and effect, except that they may be of different denominations and may consist in part of coupon Bonds with or without privilege of registration as to principal and in part of registered Bonds, without coupons, and except that registered Bonds may be dated on and bear interest from different dates, and except that they may contain such variations of tenor and effect as are incidental to difference of denomination and form, including variations in the provisions for interchange of Bonds of different forms and denominations and in the provisions for the registration and transfer of Bonds.

Section 3.—The initial series of Bonds to be issued under this Indenture shall be designated as the "First Mortgage Pipeline and Collateral 6% Gold Bonds, Series A," of the Company. The amount of Bonds of Series A which may be executed by the Company and which may be authenticated by the Trustee is not limited. Bonds of Series A shall be due December 15, 1946, and shall bear interest at the rate of six per cent. (6%) per annum, payable semi-annually on the fifteenth day of June and the fifteenth day of December in each year, and shall be substantially in the forms set forth in the recitals of this Indenture, with appropriate insertions, omissions and variations as in this Indenture provided.

Section 4.—Bonds of Series A shall consist of coupon Bonds, to be issued in the denominations of $500 and $1,000, and to be numbered respectively from D-1 and M-1 consecutively upwards; and of registered Bonds without coupons to be issued in denominations of $1,000 numbered consecutively from RM-1 upwards, and of any multiple of $1,000, each such denomination being numbered consecutively from R-1 upwards with such appropriate distinctive letter prefixed to the number as the officers of the Company may select for each denomination above $1,000.

Coupon Bonds of Series A shall be dated December 15, 1931, irrespective of the time of the actual execution and issue thereof, and shall bear interest from said date.

Section 5.—Every coupon Bond of Series A of any denomination, with all unmatured coupons thereunto appertaining, shall be either singly or together with other coupon Bonds of the same Series, exchangeable upon surrender at the said office or agency of the Company mentioned in Section 8 of this Article, at the option of the bearer or registered owner upon payment of the charges specified in said Section 8, for a coupon Bond or coupon Bonds of the same series, of a different authorized denomination, bearing all unmatured coupons, and of an aggregate principal amount equal to the aggregate principal amount of the Bond or Bonds so surrendered for exchange. Bonds of Series A shall have endorsed thereon a legend or legends setting forth the privileges conferred by Sections 5 and 8 of this Article I in such form as may be required to conform with the rules of the New York Stock Exchange. In every case of such exchange, the Trustee shall forthwith cancel the surrendered Bond or Bonds and coupons, and shall deliver the same to the Company upon its request.

Section 6.—The Bonds of any series other than Series A shall be in such forms and shall contain such provisions, and the supplemental indenture or indentures providing for the issuance thereof shall contain such provisions, as may be determined by the Board of Directors of the Company, from time to time, and as shall not be in conflict herewith; provided that, so long as any

Bonds of Series A are outstanding, the form and provisions of Bonds of any other series and the terms of the supplemental indenture or indentures respectively providing for the issuance thereof, may differ from the Bonds of Series A and the provisions hereof applicable to the Bonds of Series A only in the following respects: (*a*) name or designation; (*b*) date; (*c*) date or dates of interest payment and maturity; (*d*) interest rate; (*e*) weight and fineness of gold coin and currencies, domestic or foreign in which, and fixed or other rates of exchange at which, payable; (*f*) denominations and numbering; (*g*) provisions for issuance in coupon or registered form, privileges of registration and of interchange; (*h*) covenants regarding taxes, assessments or governmental charges, without deduction for which principal and/or interest shall be payable; (*i*) covenants regarding taxes, assessments or governmental charges in respect of which the bondholder is to be reimbursed; (*j*) provisions regarding right of redemption, redemption premium and method of redemption; (*k*) conversion privileges or rights in other securities contained therein or in warrants attached thereto; (*l*) authorized maximum or unlimited amount of series; (*m*) place or places where payable; (*n*) covenants regarding sinking or other funds and their disbursement; (*o*) provisions for default and remedies and rights thereunder; (*p*) provisions for security, releases of property, issuance of bonds and earnings restrictions; (*q*) provisions for reports or statements to be made or filed; (*r*) covenants concerning conduct of business of Company and (*s*) covenants concerning possession of trust estate; provided, however, that, so long as any Bonds of Series A shall be outstanding, Bonds of other series or the supplemental indenture or indentures providing for the issuance thereof shall not contain any provisions of the nature enumerated in

Clauses (*o*), (*p*), (*q*), (*r*) and (*s*) different from those contained in this Indenture unless such provisions shall, by their terms, become effective only after the retirement of all the Bonds of Series A; nor so long as any Bonds of Series A shall be outstanding shall they contain any provisions entitling the holder of any Bond of such other series to the payment of more than the principal amount thereof and accrued interest to the date of payment at the due date or upon maturity by reason of default; nor shall any other series have a maturity within one year prior to December 15, 1946; but they may contain covenants, the breach of which might (under circumstances therein to be stated) be an event of default, in addition to the covenants herein contained.

Section 7.—Every registered Bond shall be dated as of the date of its issue and shall bear interest from the interest payment date next preceding such date of issue, unless issued on an interest payment date, in which event it shall bear interest from its date, and upon the issuance of any registered Bond of Series A, there shall, if required by the rules of the New York Stock Exchange, be reserved unissued a coupon Bond or Bonds of the same Series, of the denomination of $1,000 each, of a like aggregate principal amount, and the serial numbers of the coupon Bond or Bonds so reserved unissued shall be endorsed on such registered Bond, in such appropriate manner as may be necessary or advisable to comply with the rules of the New York Stock Exchange.

Section 8.—Coupon Bonds shall be negotiable and shall pass by delivery unless registered as to principal in the manner hereinafter provided. The Company shall keep at its office or agency in the Borough of Manhattan, City and State of New York, books for the registration and transfer of Bonds of Series A (and of Bonds of any other Series issued hereunder, entitled to registration and transfer) which, at all reasonable times, shall be open for inspection by the Trustee or by holders of at least one per cent. in principal amount of Bonds of Series A or of such other series; and upon presentation for such purpose at such office, the Company will register, transfer or exchange or will cause to be registered, transferred or exchanged therein as hereinafter provided, and under such reasonable regulations as it may prescribe, any Bond issued under this Indenture, and entitled to be registered, transferred or exchanged at such office.

The holder of any coupon Bond of Series A (and of any other Series issued hereunder if such right is granted to the Bonds of such other Series of which it is one), may have the ownership thereof registered on said books of the Company at its office or agency aforesaid, and such registration noted on the Bond. After such registration no transfer shall be valid unless made on the said books by the registered owner in person or by his duly authorized attorney, and similarly noted on the Bond; but the Bond may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; and such Bond may again and from time to time be registered or be transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer.

Any registered Bond without coupons may be transferred at the office or agency of the Company aforesaid by surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in form approved by the Company duly executed by the registered holder of such Bond, and thereupon the Company shall issue in the name of the transferee or transferees a new registered Bond without coupons or new registered Bonds without coupons of the same series, for a like aggregate amount, and the Trustee shall authenticate and deliver the same to him or them. One such Bond may be exchanged for several such Bonds of the same series, for the like aggregate principal amount; and several such Bonds of the same series, in the same name, may be exchanged for one such Bond or for several other such Bonds of the same series, for the like aggregate principal amount. In every such case of transfer or exchange, the surrendered Bond or Bonds shall be presented to the Trustee for cancellation, and the Trustee shall forthwith cancel the same and shall deliver them to the Company upon its request.

Whenever any coupon Bonds of Series A (or of any other Series issued hereunder, if such right is granted to the Bonds of such other Series) aggregating in principal amount $1,000, or a multiple thereof, being all of the same series, with all unmatured coupons thereunto belonging, shall be surrendered at said office or agency of the Company for exchange for a registered Bond without coupons, the Company shall issue and the Trustee shall authenticate and in exchange for such coupon Bonds, shall deliver registered Bonds or one registered Bond without coupons for the like aggregate principal amount, of the same series. Whenever any registered Bond without coupons of Series A (or of any other Series issued hereunder, if such right is granted to the Bonds of such other Series) shall be surrendered, at said office or agency of the Company for exchange for coupon Bonds, the Company shall issue and the

Trustee shall authenticate and in exchange for such registered Bond, shall deliver a coupon Bond or Bonds for the like aggregate principal amount, of the same series, with interest coupons maturing on and after the next ensuing interest payment date and bearing the serial numbers endorsed on the Bond surrendered. In every case of such exchange, the surrendered Bond or Bonds shall be presented to the Trustee for cancellation, and the Trustee shall forthwith cancel the same and shall deliver them to the Company upon its request.

Upon every such exchange of coupon Bonds for registered Bonds without coupons or of registered Bonds without coupons for coupon Bonds, or for other registered Bonds without coupons, and upon any transfer of registered Bonds without coupons, the Company may require the payment of such charge therefor as it may deem proper (not exceeding $1.00 for each new Bond issued upon such exchange or transfer) payment of which, together with any taxes or other governmental charges which may be imposed upon the Company in connection with such exchange or transfer, shall be made by the party requesting such exchange or transfer as a condition precedent to the exercise of the privilege conferred by this Section.

The books for the registration and transfer of registered Bonds without coupons may be closed for a period of ten days prior to any interest payment date.

Section 9.—As to all registered Bonds without coupons and all coupon Bonds registered as to principal, the person in whose name the same shall be registered shall be deemed and regarded as the owner thereof, for all purposes of this Indenture, and thereafter payment of or on account of the principal of such Bond, if it be a coupon Bond, registered as to principal, and of the principal and interest, if it be a registered Bond without coupons, shall be made only to or upon the order in writing of such registered owner thereof, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid. The Company and the Trustee may deem and treat the bearer of any coupon Bond, which shall not at the time be registered as to principal, and the bearer of any coupon for interest on such Bond, whether or not such Bond shall be registered as to principal, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and the Company and the Trustee shall not be affected by any notice to the contrary.

Section 10.—Upon receipt by the Company and the Trustee of evidence satisfactory to them of the loss, theft, destruction or mutilation of any outstanding Bond, with the coupons thereto appertaining, if any, hereby secured, and of indemnity satisfactory to them, and upon surrender and cancellation of such Bond if mutilated, with the coupons thereto appertaining, if any, the Company may execute, and the Trustee may certify and deliver, a new Bond, with the coupons thereto appertaining, if any, of the same series, and of like tenor, bearing the same serial number, to be issued in lieu of such lost, stolen, destroyed or mutilated Bond. The Company may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge and any other expenses in connection with the issuance of such new Bond, and also a further sum not exceeding $2 for each such new Bond.

SECTION 11.—The Bonds shall be signed in the name of the Company by its present or any future president or vice-president, and its corporate seal shall be thereto affixed and attested by its present or any future secretary or assistant secretary. In case any one or more officers who shall have signed or sealed any of the Bonds shall cease to be such officer or officers before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Trustee, such Bonds may, nevertheless, upon the request of the Company be authenticated and delivered, as herein provided, and may be issued as though the persons who signed and sealed such Bonds had not ceased to be such officers of the Company.

The coupons to be attached to the coupon Bonds shall be authenticated by the facsimile signature of the present or any future treasurer of the Company and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been treasurer of the Company, notwithstanding the fact that he may have ceased to be such treasurer at the time when such Bonds shall be actually authenticated and delivered.

Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinbefore set forth, duly executed by the Trustee, shall be entitled to any lien or benefit hereunder. No Bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly endorsed on such Bond; and such certificate of the Trustee upon any Bond executed in behalf of the Company shall be conclusive and the only evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefit of the trust hereby created.

Before authenticating or delivering any Bonds, the Trustee shall, except as provided in Section 10 of this Article, cut off, cancel and, upon its request, deliver to the Company all coupons thereon then matured.

Section 12.—Until permanent Bonds of any Series are ready for delivery, the Company may execute and, upon request of the Company, the Trustee shall authenticate and deliver in lieu of any thereof, but subject to the same provisions and limitations and conditions, temporary printed or lithographed Bonds in bearer or registered form, substantially of the tenor of the permanent Bonds of the same series, and in denominations of $500 and/or any multiple of $500, and with or without coupons, and with such appropriate omissions, insertions and variations as may be required. Until exchanged for permanent Bonds, such temporary Bonds shall in all respects be entitled to the same rights and privileges and lien and security of this Indenture as the permanent Bonds to be issued and authenticated hereunder. Upon such exchange, which the Company shall make promptly at its own expense and without making any charge therefor, such temporary Bonds shall be destroyed by the Trustee, and upon the exchange of all of said Bonds, a certificate of such destruction shall be delivered to the Company. If said temporary Bonds shall be issued without coupons, interest when and as payable shall be paid upon presentation thereof, and notation of such payment shall be endorsed thereon. Until such permanent Bonds are ready for delivery, the holders of temporary Bonds shall have the same privilege of registration, transfer and exchange as hereinbefore set forth.

Section 13.—The Bonds issued hereunder, if pledged or sold, or otherwise issued by the Company, upon being released from pledge or upon being repurchased or otherwise acquired by the Company (except when acquired by purchase or call for redemption through sinking or other funds or otherwise, pursuant to such provisions of the Bonds or of this Indenture, as shall require cancellation of Bonds so purchased or called for redemption), may again be sold, pledged or otherwise issued, reissued or disposed of by the Company as often as it may repossess or acquire the same, and shall continue to be entitled to the security of this Indenture as upon their original issue.

Section 14.—So long as any Bonds of Series A are outstanding, in the case of the issue of Bonds the principal of which is payable only in currency or currencies of a foreign country or countries, for the purpose solely of ascertaining the amount of Bonds which the Company shall be entitled, from time to time, to have authenticated and delivered under the provisions of this Indenture, or whenever it is necessary to compute the amount of Bonds which shall have been authenticated under this Indenture of any series or the amount of Bonds outstanding under this Indenture, of any series, the mint par of exchange between such foreign country or countries and the United States at the time of the issuance of the Bonds in any such currency shall be the basis of computing such equivalents; provided, however, that if there is no such mint par of exchange between the United States and such foreign country or countries, the reasonable equivalents of such foreign currencies shall be determined by the Board of Directors of the Company at the time of authorizing the issue of Bonds in any such currency. In the case of the distribution by the Trustee, under the default provisions of this Indenture, upon any Bond or coupon issued hereunder and outstanding payable only in a foreign currency or currencies, the amount of such distribution to be made in such foreign currency shall be fixed on the basis of gold dollars of the United States at the rate of exchange current on any day fixed by the Trustee within fifteen days before the date fixed for distribution.

ARTICLE II

Issue and Appropriation of Bonds

Section 1 (*a*)—Sixty million Dollars ($60,000,000) principal amount of Bonds of Series A authorized to be issued under this Indenture may at any time or from time to time be executed by the Company and delivered to the Trustee and shall forthwith upon such delivery be authenticated by the Trustee and delivered (without awaiting the filing or recording of this Indenture) in accordance with the order or orders of the Company evidenced by a writing or writings signed by its President or a Vice-President, and Treasurer or Assistant Treasurer, and the Bonds so authenticated and delivered may be used by the Company for any of its lawful purposes. The Trustee shall, however, be under no obligation to see to the use or application of such Bonds or their proceeds.

(*b*) Additional Bonds of series A and/or Bonds of any series, other than Series A, authorized to be issued under this Indenture may at any time, and from time to time, be executed by the Company and delivered to the Trustee, and shall forthwith upon such delivery be authenticated by the Trustee and delivered in accordance with the order or orders of the Company, evidenced by a writing or writings signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, but only if accompanied by the following:

A copy of a resolution of the Board of Directors of the Company, certified by the Secretary or an Assistant Secretary of the Company, requesting the authentication and delivery of additional Bonds, designating the amount and series thereof then requested to be authenticated, and stating that between December 31, 1931 and a date specified therein, which shall be not later than January 1, 1934, the Company and/or any Subsidiary Company or Companies (naming such Subsidiary Company or Companies) has or have made expenditures for capital account (including expenditures for additional Texoma Bonds acquired by the Company between December 31, 1931 and a date specified therein, which shall be not later than January 1, 1934, and pledged with the Trustee, in compliance with Q. of Section 8 of this Article) equal in amount to the principal amount of Bonds then requested to be authenticated, and that no part of such expenditures or of any property constructed or acquired thereby has theretofore been made the basis for the authentication of any Bonds under any of the provisions of this Indenture, and that no part of such property is property of the nature described in clauses (*a*), (*b*), (*c*), (*d*), (*e*) and (*f*) of Section 4 of this Article.

Provided, however, that if the Bonds, the authentication and delivery of which is requested in the resolution above referred to, are to be of a series not theretofore created, such resolution shall designate the new series, shall specify the amount of such series, if limited as to amount, the date, the maturity, the interest rate, the denominations, the substantial form of the Bonds and all other particulars necessary completely to describe and define such new series within the provisions and limitations of this Indenture, and there shall also be delivered to the Trustee a supplemental indenture in form satisfactory to the Trustee, duly executed by the Company, setting forth the terms and provisions of such new series in accordance with Section 6 of Article I hereof, which supplemental indenture shall be executed by the Trustee prior to the issuance of any Bonds of such new series, and provided, further, that in every case of the authentication and delivery of Bonds pursuant to this subdivision (*b*), there shall also be delivered to the Trustee an opinion of counsel, in accordance with the provisions of C of Section 7 of this Article II.

Section 2.—Additional Bonds of Series A and/or Bonds of any series, other than Series A authorized to be issued under this Indenture, hereinafter called the Residue Bonds, may also from time to time (unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing) be executed by the Company and delivered to the Trustee and shall forthwith upon such delivery be authenticated by the Trustee and delivered in accordance with the order or orders of the Company evidenced by a writing or writings signed by its President or Vice-President and Treasurer or Assistant Treasurer, but, so long as any Bonds of Series A are outstanding only if accompanied by the documents specified in Sections 7 and 8 of this Article, and

If the combined net earnings of the Company and of the Subsidiary Companies, calculated as hereinafter provided, for a period of twelve consecutive calendar months within the fourteen calendar months immediately preceding the application for authentication and delivery of Bonds, or the average annual amount of such combined net earnings for a period of twenty-four consecutive calendar months within the twenty-six calendar months immediately preceding such application, or the average annual amount of such combined net earnings for a period of thirty-six consecutive calendar months within the thirty-eight calendar months immediately preceding such application, shall be in the aggregate not less than 1½ times the combined annual interest charges (as hereinafter in this Section defined) of the Company and of the Subsidiary Companies.

An application for the authentication and delivery of Bonds hereunder shall be deemed to be made on the date when the application therefor is first delivered to the Trustee hereunder, even though such application or the papers supporting the same are thereafter altered, modified, enlarged, augmented or otherwise changed.

The combined net earnings of the Company and of the Subsidiary Companies shall be calculated by deducting from their aggregate gross revenues (excluding proceeds realized from the sale of property other than current assets, including stores and supplies and oil and gas above ground as current assets) the aggregate operating expenses of the Company and of the Subsidiary Companies, including therein administrative expenses other than those charged to capital account or surplus, taxes (other than Federal taxes), rentals, insurance, expenditures for current maintenance and repairs, and excluding from such operating expenses all amounts expended or accrued for depletion or depreciation and for sinking funds; by deducting from the result so obtained (1) the interest charges on all indebtedness and obligations of Subsidiary Companies which are not secured by a lien or encumbrance upon all or any part of the properties of such Subsidiary Companies and are not pledged hereunder, and (2) the amount of any dividends accrued or accumulated during such period (whether paid or not) on the preferred stock of any Subsidiary Company outstanding and not owned by the Company or by another Subsidiary Company.

The combined annual interest charges of the Company and of the Subsidiary Companies shall be determined by adding together the annual interest charges upon

> (*a*) All obligations, outstanding at the date of the report required under the provisions of paragraph A of Section 7 of this Article, of the Subsidiary Companies, not pledged hereunder, which are secured by a lien or encumbrance upon all or any part of the properties of such Subsidiary Companies.
>
> (*b*) All obligations, outstanding at the date of the report required under the provisions of paragraph A of Section 7 of this Article, of the Company secured by a lien or encumbrance upon all or any part of the properties of the Company, which said lien or encumbrance ranks on a parity with or prior to the lien hereof.
>
> (*c*) The Bonds theretofore authenticated hereunder and not retired by the date of the report required under the provisions of paragraph A of Section 7 of this Article, and the Bonds for the authentication and delivery of which application is then made.

In the case of any Subsidiary Company in which the Company has less than a 98% interest, as hereinafter defined, there shall be included in the above calculations only such percentage of the gross revenue, operating expenses, interest charges and preferred dividends of such

Subsidiary Company as is equal to the percentage of such interest.

SECTION 3.—The term "Subsidiary Company," whenever used in this Indenture, shall be construed to mean a corporation, a majority (or such greater amount as may be necessary to ensure voting control, *i. e.*, sufficient to elect a majority of the Board of Directors and to amend the By-Laws) of the outstanding stock (having voting power) of which is owned by the Company either directly, or indirectly through another Subsidiary Company or Subsidiary Companies, and then only if the total outstanding stock (having voting power) is not less than one-third (1/3) in par amount of the total outstanding stock of all classes of such corporation, but if such corporation shall have outstanding stock without any nominal or par value, in such case only if the outstanding stock (having voting power) is not less in value than one-third (1/3) of the fair value of the total outstanding stock of all classes of such corporation; and for all purposes of this Indenture the interest of the Company in any Subsidiary Company directly owned by the Company shall be deemed to be the percentage of the stock (having voting power) so owned. In the case of a Subsidiary Company owned indirectly through another Subsidiary Company or Subsidiary Companies, the determination of the percentage of such outstanding stock owned shall be calculated by multiplying the percentages of such stock (having voting power) owned by the successive parent companies; and the result of such calculation shall be deemed to be the interest which the Company has in such Subsidiary Company for all the purposes of this Indenture.

No corporation shall be deemed to be a Subsidiary Company, irrespective of the percentage of direct or in-direct ownership, unless its business shall be related to or its product useful for the business of the Company or some one or more of its other Subsidiary Companies.

SECTION 4.—Such Residue Bonds authorized to be issued hereunder, may from time to time (unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing) be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered as in Section 2 of this Article provided, but, so long as any Bonds of Series A are outstanding, only if accompanied by the documents specified in Sections 7 and 8 of this Article, and only

> 1. If after December 31, 1931 (or, in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition) the Company or any Subsidiary Company shall have made expenditures for gas acreage (including therein what are commonly known in the industry as oil and/or gas leases, mineral rights and interests and royalties in such leases and renewal payments or bonuses in connection with the renewal or continuance thereof) or for well-drilling, which expenditures for well-drilling are hereafter included in the term "additions"; or
>
> 2. If after December 31, 1931 (or, in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition), the Company or any Subsidiary Company shall have acquired any additional property useful or necessary to their business other than that specified in the preceding

Subdivision 1 or shall have made any improvements, extensions or additions to their respective properties other than as specified in the preceding Subdivision 1; or

3. If after December 31, 1931 (or in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition) the Company or any Subsidiary Company in which the Company shall have at least a ninety-five per cent. interest shall have acquired any shares of stock, bonds, notes and other obligations (hereinafter called securities) of any corporation not theretofore a Subsidiary Company, and which upon such acquisition has become a Subsidiary Company; or

4. If after December 31, 1931, the Company shall have acquired any additional Texoma Bonds.

The gas acreage, additional property, improvements, extensions, additions, or securities, described in the preceding Subdivisions 1, 2, 3 and 4 (hereinafter in this paragraph called property) shall not include (*a*) property acquired or constructed as substituted property under the provisions of this Indenture, or of any mortgages of any Subsidiary Company or of any mortgages of the Company the lien of which is prior to the lien hereof, with reference to the release of property from the lien hereof or thereof or property acquired with the proceeds of any property so released, (*b*) property acquired with insurance moneys received in payment of losses, (*c*) property acquired from any Subsidiary Company, (*d*) property constructed or acquired as replacements or renewals, except to the extent permitted by standard accounting practice at the time, (*e*) property used as a basis for obtaining payment from the Trustee of money deposited with the Trustee under any of the provisions of this Indenture, or from the trustees or mortgagees under any mortgage of any Subsidiary Company or of any mortgages of the Company, the lien of which is prior to the lien hereof, of moneys deposited with any of them under any of the provisions of such mortgages, or (*f*) property constructed or acquired in compliance with the requirements of any sinking, improvement or property replacement fund established hereunder. The property described in (*a*) to (*f*), inclusive, above, to be excluded, shall only be excluded to the extent that its construction or acquisition has been effected in the manner or used for the purposes set forth in (*a*) to (*f*), inclusive.

SECTION 5.—So long as any Bonds of Series A are outstanding, Residue Bonds may be issued under Sections 2 and 4 of this Article from time to time only upon and subject to the following conditions and restrictions:

1. Residue Bonds may be authenticated and delivered for an amount of principal equal to not more than 75% of the actual cost to the Company or to a Subsidiary Company of the gas acreage or additions described in Subdivision 1 of Section 4 of this Article; and for an amount of principal equal to not more than 75% of the actual cost or fair value (whichever shall be less) to the Company or to a Subsidiary Company of additional property, improvements, extensions or additions of the kind described in Subdivision 2 of Section 4 of this Article; and for an amount of principal equal to not more than 75% of the actual cost or fair value (whichever shall be less) to the Company or to a Subsidiary Company of securities of the kind described in Subdivision 3 of Section 4 of this Article and for an amount of principal equal to not more than 75% of the prin-

cipal amount of the additional bonds of Texoma Natural Gas Company described in Subdivision 4 of Section 4 of this Article.

Provided that Bonds may be issued to the full extent permitted by this Subdivision 1 only if all such gas acreage or additional property, improvements, extensions or additions shall be free and clear of all liens and encumbrances prior to this Indenture except Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage, current taxes and liens securing indebtedness pledged with the Trustee under this Indenture and only if all corporations whose securities shall be acquired shall have their property free and clear of all liens and encumbrances except as hereinbefore enumerated and only if such corporations shall also have outstanding no preferred stock, except preferred stock which shall have been pledged with the Trustee.

2. In case the gas acreage or other property, improvements, extensions or additions described in Subdivisions 1 and 2 of Section 4 of this Article should be subject to any lien or encumbrance other than those specified in Subdivision 1 of this Section 5, the actual cost of such gas acreage or other property, improvements, extensions or additions within the meaning of said Subdivision 1 of this Section 5 shall be deemed to be the sum of the amounts paid by the Company or a Subsidiary Company for the gas acreage or other property so subject to such lien and for the improvements, extensions or additions thereto, together with the face amount of the indebtedness secured by any such lien; and Bonds may be authenticated and delivered on account of said gas acreage or other property, permanent improvements, extensions or additions to an amount of principal equal:

(*a*) in the case of gas acreage or additions described in Subdivision 1 of Section 4 of this Article, to the extent, if any, which 75% of the actual cost of said gas acreage or additions, as above defined, exceeds the face amount of such indebtedness;

(*b*) in the case of property, improvements, extensions or additions described in Subdivision 2 of Section 4 of this Article, to the extent, if any, which 75% of the actual cost (as above defined) or fair value (without any deduction for such indebtedness) of such property, improvements, extensions or additions, whichever shall be less, exceeds the face amount of such indebtedness.

Provided, however, that whenever the Company has once made application for the authentication and delivery of Residue Bonds under this Subdivision 2 of this Section 5 against gas acreage or other property, improvements, extensions or additions subject to such lien, thereafter, upon any subsequent application for the authentication and delivery of additional Residue Bonds against further gas acreage or other property subject to the same lien or against further improvements, extensions or additions to the property subject to such lien, the amount of Residue Bonds which the Company shall be entitled to have authenticated and delivered shall be determined in accordance with the provisions of Subdivision 1 of this Section 5 and not in accordance with this Subdivision 2 of this Section 5;

And provided further, that if any Residue Bonds shall have been authenticated and delivered pursuant to this Subdivision 2 of this Section 5, thereafter upon the subsequent payment of all or any part of the indebtedness so secured and so taken into consideration in computing the amount of Residue Bonds which may be authenticated and delivered, the Company shall be entitled to have authenticated and delivered an amount of Residue Bonds equal to the principal amount of such indebtedness so paid.

3. In case any securities described in Subdivision 3 of Section 4 of this Article shall be of a corporation any of whose property is subject to any lien or encumbrance other than those specified in Subdivision 1 of this Section or which corporation shall have outstanding any preferred stock (except such preferred stock as shall be pledged with the Trustee), the actual cost of such securities within the meaning of said Subdivision 1 shall be deemed to be the sum of the amounts paid by the Company or a Subsidiary Company for such securities, together with the face amount of the indebtedness secured by any such lien and together with the aggregate par value (which term shall include, in the case of preferred stock without nominal or par value, the principal amount which said preferred stock is entitled to receive upon liquidation) of the outstanding preferred stock other than that pledged with the Trustee—the sum of such two last mentioned items being hereafter in this Subdivision termed "indebtedness"; and bonds may be authenticated on account of the acquisition of such securities to an amount of principal equal:

(*a*) to the extent, if any, which 75% of the actual cost of said securities as above defined, exceeds the face amount of such indebtedness as above defined, or

(*b*) To the extent, if any, which 75% of the aggregate of the fair value of such securities plus the face amount of such indebtedness as above defined, exceeds the face amount of such indebtedness as above defined,

which ever shall be less;

Provided, however, that if any Residue Bonds shall have been authenticated and delivered pursuant to this Subdivision 3 of this Section 5, thereafter upon the subsequent payment of all or any part of the indebtedness as above defined and so taken into consideration in computing the amount of Residue

Bonds which may be authenticated and delivered, the Company shall be entitled to have authenticated and delivered an amount of Residue Bonds equal to the principal amount of such indebtedness so paid. The term "payment of such indebtedness" shall include retirement of preferred stock.

4. In case any Subsidiary Company in which the Company has less than a 95% interest shall acquire any gas acreage or other additional property or make any improvements, extensions or additions, Residue Bonds may be authenticated and delivered to such percentage of the amount of Residue Bonds which could otherwise be authenticated and delivered as is equal to the percentage of the interest of the Company in such Subsidiary Company computed as provided in Section 3 of this Article.

5. In case any gas acreage or other property shall be acquired or any improvements, extensions or additions shall be made by any Subsidiary Company acquired after the date of the execution and delivery of this Indenture, Residue Bonds may be authenticated as provided in Subdivision 1 or 2 of this Section 5 whichever is applicable for such gas acreage or other property, improvements, extensions or additions, only if (*a*) Residue Bonds have been theretofore or shall be simultaneously authenticated pursuant to Subdivision 3 of this Section 5 against the securities of such corporation or (*b*) 75% of the total of (1) the fair value of the securities of such corporation owned by the Company or a Subsidiary Company (without including for the purpose of ascertaining such value the gas acreage or other property, improvements, extensions or additions against which Residue Bonds are then being requested to be authenticated) plus (2) the face amount of the indebtedness of such corporation (as such term is defined in Subdivision 3 of this Section 5), equals or exceeds the face amount of such indebtedness.

Provided, however, that whenever the Company has once made application for the authentication of Residue Bonds and has complied with the provisions of this Subdivision 5 of this Section 5, thereafter upon any subsequent application for the authentication of additional Residue Bonds against further gas acreage or other property, improvements, extensions or additions of such corporation, the amount of Residue Bonds which the Company shall be entitled to have authenticated shall be determined in accordance with the provisions of Subdivisions 1 or 2 of this Section 5 whichever is applicable.

6. Upon any application for the authentication and delivery of Residue Bonds the fair value of the property, improvements, extensions or additions and/or securities used as the basis for such application shall be determined by aggregating the fair value of all items so used.

Section 6.—Any of the provisions of subdivision (*b*) of Section 1 and Sections 2 to 5, inclusive, of this Article II to the contrary notwithstanding, Bonds of Series A and Bonds of any series other than Series A, authorized to be issued hereunder, may, from time to time (unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing) be executed by the Company and delivered to the Trustee, and shall be authenticated by the Trustee and delivered in accordance with the order or orders of the Company evidenced by a writing or writings signed by its President or a Vice-President and Treasurer or an Assistant Treasurer, accompanied by the documents specified in Section 10 of this Article, but, so long as any Bonds of Series A are outstanding hereunder, only to a principal amount equal to the principal amount of Bonds of any series theretofore retired, to the extent, if any, that the amount of Bonds retired (and not previously refunded pursuant to this Section) shall exceed (*a*) an amount equal to the principal amount of the Bonds of that series that may have been theretofore paid off by, or the retirement of which has been used as a credit for, a sinking, improvement or property replacement fund established hereunder, plus (*b*) an amount equal to the principal amount of all Bonds of such series which may have been purchased or redeemed pursuant to Article VII hereof.

SECTION 7.—The Residue Bonds authorized to be authenticated and delivered under Sections 2, 4 and 5 of this Article II, shall be authenticated and delivered only upon receipt by the Trustee of:

A. A report dated not more than 14 days prior to the application for the authentication of the Bonds then applied for and signed by the President or a Vice-President, and the Treasurer or an Assistant-Treasurer of the Company and by an accountant, who may be an accountant regularly employed by the Company, setting forth the amount of the combined net earnings of the Company and of the Subsidiary Companies for any one of the three periods specified in Section 2 of this Article II, showing how the same have been calculated, and to that end specifying the operating and non-operating revenues, and also setting forth the annual interest charges, such combined net earnings and annual interest charges to be computed as defined in said Section 2 of this Article II, and stating further that such combined net earnings and combined annual interest charges have been so computed. Said report shall show that the combined net earnings as thus determined comply with the requirements set forth in said Section 2. and shall state all other matters required by the Trustee to show compliance with the provisions of this Article necessary to entitle the Company to the authentication and delivery of the Bonds requested. Said report shall also state that the Company is not to the knowledge of the signers in default in the performance of any of the terms or covenants of this Indenture; or that the only default is one other than one of those enumerated in clauses (*a*), (*b*) and (*c*) of Section 1 of Article VIII, and that such default has not continued for the period, if any, in said Section specified.

B. A copy of a resolution of the Board of Directors of the Company certified by the Secretary or an Assistant Secretary of the Company authorizing the issue and requesting the authentication and delivery of the Bonds and designating the amount and series thereof; and also if the Bonds the authentication and delivery of which is requested are to be of a series not theretofore created the resolution specified in this paragraph B shall designate the new series, shall specify the amount of such series, if limited as to amount, the date, the maturity, the interest rate, the denominations, the substantial form of the Bonds, and all other particulars necessary completely to describe and define such new series within the provisions and limitations of this Indenture; and there shall also be delivered to the Trustee a supplemental indenture in form satisfactory to the Trustee, duly executed by the Company, setting forth the terms and provisions of such new series in accordance with Section 6 of Article I hereof, which supplemental indenture shall be executed by the Trustee prior to the issuance of any Bonds of such new series.

C. An opinion of counsel (who may be of counsel to the Company), selected by the Board of Directors of the Company and approved by the Trustee, to the effect that there has been obtained the consent of any governmental authority the consent of which is a legal requisite to the issuance of such Bonds by the Company, or that no such consent is necessary;

SECTION 8.—So long as any Bonds of Series A are outstanding the Residue Bonds to be issued under Sections 2, 4 and 5 of this Article II shall be authenticated and delivered only upon receipt by the Trustee of:

(1) In the case of the issue of Bonds against expenditures for gas acreage or well drilling by, or additional property, improvements, extensions or additions of, the Company or a Subsidiary Company in addition to the documents described in paragraphs A, B and C of Section 7:

D. A statement signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating that after December 31, 1931 (or in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition) the Company or a Subsidiary Company has made expenditures or has acquired additional property or constructed improvements, extensions or additions of the nature described in subdivisions 1 and/or 2 of Section 4 of this Article, and stating the actual cost thereof, and stating the principal subdivisions of plant account to which such actual cost has been charged and how much has been charged to each such subdivision, and stating separately the expenditures made for gas acreage or well drilling, of the nature described in subdivision 1, and the expenditures made for additional property, improvements, extensions or additions of the nature described in subdivision 2 of Section 4 of this Article, and stating further that said gas acreage or other property, improvements, extensions or additions do not include any of the nature described in clauses (*a*), (*b*), (*c*), (*d*), (*e*) and (*f*) of Section 4 of this Article, and stating further that neither the Company nor any such Subsidiary Company has been reimbursed for any part of such actual cost in Bonds issued under this Indenture, or in the alternative stating to what extent the Company or any Subsidiary Company has been so reimbursed, and if the Company or any Subsidiary Company has been so reimbursed to any extent whatsoever, stating that the property included in such statement, which has theretofore been included in any previous statement used for the authentication of Bonds, does not appear in the statement then being made or the certificate then being furnished pursuant to paragraph E at a greater value than in any such previous statement, and stating further whether the title of the Company or such Subsidiary Company to such gas acreage or other property, improvements, extensions or additions is subject to any lien or encumbrances thereon or affecting the title thereto prior to this Indenture, except current taxes, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage and liens securing indebtedness pledged with the Trustee, (and, if such gas acreage or other property, improvements, extensions or additions is stated to be subject to any lien or encumbrance other than those herein excepted, stating whether Residue Bonds have theretofore been authenticated pursuant to subdivision 2 of Section 5 of this Article against such gas acreage or other property, improvements, extensions or additions, identifying by date or otherwise the application pursuant to which such Residue Bonds were so authenticated), and stating further the names of any of the Subsidiary Companies mentioned in the statement, which have been acquired since the date of the execution and delivery of this Indenture.

E. A certificate signed by an engineer appointed by the Company and approved by the Trustee—who may be an engineer in the employ of the Company—stating that personally or through one or more competent assistants, he has examined the additional property and improvements, extensions and additions specified in said statements referred to in paragraph D (other than additions in the form of gas acreage and well drilling), and has considered the same in relation to the business of the Company or of the particular Subsidiary Company which has acquired or made them, and that in his judgment the aggregate fair value of such additional property and improvements, extensions and additions as of a date not more than 90 days prior to the application for authentication of Bonds is, for the purposes of the Company, a certain sum stated which sum does not include the cost or value of any repairs, replacements or renewals necessary to keep the plant and property of the Company or of any such Subsidiary Company in satisfactory operative condition, except as provided in Clause (*d*) of Section 4 of this Article.

F. If the statement referred to in paragraph D states that any part of the gas acreage or other property, improvements, extensions and additions therein specified is subject to any lien or encumbrance other than those therein excepted, and if no Residue Bonds have theretofore been authenticated pursuant to subdivision 2 of Section 5 of this Article against the gas acreage or other property, improvements, extensions or additions subject to any such lien or encumbrance, in such case the statement specified in paragraph D should further state the nature of such lien or encumbrance, the total face amount of the indebtedness secured by such lien or encumbrance, the actual cost of such gas acreage or other property subject to such lien or encumbrance and of any such improvements, extensions and additions thereto, and the certificate specified in paragraph E should also state the fair unencumbered value of all such property, improvements, extensions and additions (other than additions in the form of gas acreage and well drilling) subject to such lien or encumbrance.

G. Such instruments of conveyance, assignment and transfer as may be necessary in the opinion of counsel (who may be counsel to the Company) selected by the Company and approved by the Trustee, to vest in the Trustee to hold as part of the mortgaged property hereunder all the right, title and interest of the Company in and to the property with respect to which the authentication of Bonds shall be requested, or the opinion of such counsel that no such instruments are necessary for such purpose.

H. The opinion of counsel (who may be counsel to the Company) selected and approved in the manner provided in G above, to the effect that the Company or a Subsidiary Company has title to such property subject to no deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Indenture, except current taxes, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage, and liens securing indebtedness pledged with the Trustee unless the statement referred to in paragraph D states that there are other liens or encumbrances upon such property and in such case, unless Residue Bonds shall have been theretofore authenticated on account of property subject to such lien, the opinion of such counsel shall add as an additional exception the amount of the indebtedness stated in the statement referred to in paragraph D and shall further set forth that the lien or encumbrance securing such indebtedness covers only the property described in such statement as being covered thereby.

(2) In the case of the issue of Bonds against expenditures for gas acreage or well drilling by or against additional property, improvements, extensions or additions of, any Subsidiary Company in which the Company has at least a 95% interest, in addition to A, B, C, D, E, F and H,

I. A certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating that the Company has at least a 95% interest (as such term is defined in

Section 3 *of this Article) in such Subsidiary Company.*

J. A certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating (*a*) either that the Subsidiary Company which has acquired such gas acreage or other additional property or made such improvements, extensions or additions is not one acquired after the date of the execution and delivery of this Indenture, or (*b*) in the alternative, that it has been thereafter acquired but that Residue Bonds have theretofore been issued or are then being applied for, against the securities of such corporation pursuant to Subdivision 3 of Section 5 of this Article, or pursuant to Subdivisions 1 or 2 of Section 5 of this Article on account of gas acreage or other additional property, improvements, extensions or additions of such corporation, or (*c*) in the alternative, that it has been thereafter acquired and stating the face amount of the indebtedness of such corporation as such term is defined in Subdivision 3 of Section 5 of this Article, and in such case the certificate required by Paragraph E above shall further state the fair value of the securities of such Subsidiary Company owned by the Company or any other Subsidiary Company, without including in such valuation the gas acreage or other property, improvements, extensions or additions against which Residue Bonds are being authenticated.

(3) In the case of the issue of Bonds against expenditures for gas acreage or well drilling by, or additional property, improvements, extensions or additions of, a Subsidiary Company in which the Company has less than a 95% interest, in addition to A, B, C, D, E, F, H and J,

K. A statement signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating the percentage of the interest of the Company in such Subsidiary Company computed in accordance with Section 3 of this Article, and showing that the amount of Bonds of which authentication is requested does not exceed the amount permitted to be issued under Subdivision 4 of Section 5 of this Article.

(4) In the case of the issue of Bonds against securities as provided in Subdivision 3 of Section 4 of this Article, in addition to A, B and C,

L. A statement signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating that after December 31, 1931 (or in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition) the Company, or a Subsidiary Company in which the Company has at the time at least a ninety-five per cent. interest, has acquired shares of stock, bonds, notes or other obligations (hereinafter called securities) of any corporation not theretofore a Subsidiary Company and which upon such acquisition has become a Subsidiary Company and stating the actual cost thereof and stating further that such securities do not include any described in Clauses (*a*), (*b*), (*c*), (*d*), (*e*), and (*f*) of Section 4 of this Article and stating further that neither the Company nor any such Subsidiary Company has been reimbursed for any part of such actual cost in Bonds issued under this Indenture, or in the alternative stating to what extent the Company or any Subsidiary Company has been so reimbursed, and if the Company or any Subsidiary Company has been so reimbursed to any extent whatsoever, stating that the securities included in such statement, which have theretofore been included in any previous statement used for the authentication of Bonds, do not appear in the statements then being made or the certificate then being furnished pursuant to paragraph M at a greater value than in any such previous statement, and stating further whether the corporation whose securities have been acquired has all its property free and clear of all liens and encumbrances, except current taxes, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage and liens securing indebtedness pledged or to be pledged with the Trustee, in connection with or prior to the making of such application, and whether such corporation has outstanding any preferred stock, except preferred stock to be pledged with the Trustee in connection with or prior to the making of such application, and stating further the amount of outstanding stock of all classes of the corporation whose securities have been acquired and the nature of the business of such corporation and showing that the same has or simultaneously will become a Subsidiary Company as such term is defined in Section 3 of this Article.

M. A certificate signed by some person, firm or corporation appointed by the Company and approved by the Trustee, who may be in the employ of or under retainer by the Company—stating that personally or through one or more competent assistants he has examined the property and assets of such corporation and that in his judgment the fair value of the securities of such corporation acquired by the Company or a Subsidiary Company, as of a date not more than ninety days prior to the application for authentication of Bonds, is, for the purposes of the Company not less than a certain sum stated.

N. If the statement referred to in Paragraph L states that any portion of the property of the corporation whose securities have been acquired is subject to any lien or encumbrance other than therein excepted or that such corporation has outstanding any preferred stock other than therein excepted, the statement referred to in Paragraph L should further state the face amount of all indebtedness secured by any such lien upon the property of such corporation, and the aggregate par value (as defined in Subdivision 3 of Section 5 of this Article) of the outstanding preferred stock other than that pledged with the Trustee.

O. The securities against the acquisition of which authentication of Bonds is requested, together with such instruments of transfer thereof duly executed as may be necessary in the opinion of counsel, who may be counsel to the Company, selected and approved in the manner provided in G above, to vest the title to such securities in the Trustee free and clear of all liens prior to the lien of this Indenture, together with the opinion of such counsel to the effect that they have examined such securities and all proceedings relative to their issue and that such securities have been properly authorized and executed and that the corporation issuing such securities is validly organized and has corporate power to issue the same and that such securities have been validly issued and that such corporation has valid title to the property which it purports to own, free from all liens and encumbrances other than set forth in the statement required to be furnished pursuant to Paragraph N, and that said corporation has no preferred stock other than as in such statement set forth and that the amount of outstanding stock of all classes of such corporation is as stated in the statement required to be furnished in accordance with Paragraph L.

(5) In the case of the issue of bonds against additional Texoma Bonds in addition to A, B and C,

P. A statement signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company stating that after December 31, 1931 the Company has acquired a specified principal amount of additional bonds of Texoma Natural Gas Company issued under the same indenture as secures the $25,000,000 principal amount of Gas and Pipeline Mortgage Six Per Cent. Gold Bonds, Series A, of said corporation described in the Granting Clauses of this Indenture.

Q. The Texoma bonds against which authentication of Bonds is requested, together with such instruments of transfer thereof, duly executed, as may be necessary in the opinion of counsel, who may be counsel to the Company, selected and approved in the manner provided in G above, to vest the title to such Texoma Bonds in the Trustee, free and clear of all liens prior to the lien of this Indenture, together with the opinion of such counsel to the effect that they have examined such Texoma Bonds and all proceedings relative to their issue, and that such Texoma Bonds have been properly authorized, executed and validly issued, that Texoma Natural Gas Company has valid title to the property which it purports to own, free and clear of all liens and encumbrances, other than current taxes, Farm Mortgages and Other Liens affecting rights-of-way, Farm Mortgages affecting gas acreage, and the lien of the indenture securing the Texoma Bonds then being pledged.

(6) In the case of the issue of Bonds against indebtedness taken into consideration pursuant to Subdivisions 2 and 3 of Section 5 of this Article as therein provided, in addition to A, B and C,

R. A certificate signed by the President or Vice-President, and Treasurer or Assistant Treasurer of the Company stating that indebtedness of the Company or a Subsidiary Company has been paid of a stated amount and that such indebtedness is of the nature described in the last paragraphs of Subdivisions 2 and/or 3 of Section 5 of this Article (as indebtedness is therein defined) which has been included in a previous statement filed with the Trustee as required in Paragraph F or Paragraph N of this Section and specifying the statements setting forth such indebtedness and further stating the facts necessary for the computation of the principal amount of Bonds then being requested to be authenticated.

S. Proof satisfactory to the Trustee of the payment of such indebtedness, including in such term retirement of preferred stock.

SECTION 9.—Upon the retirement of all of the Bonds of Series A, thereafter Bonds of any series other than Series A shall be authenticated and delivered only upon receipt by the Trustee of the documents specified in Paragraphs B and C of Section 7 above and the receipt of such other certificates, resolutions or statements as may be required by the terms of any indenture hereafter authorized supplemental hereto.

SECTION 10.—The Bonds authorized to be issued under Section 6 of this Article shall be authenticated and delivered only upon receipt by the Trustee of the documents specified in Paragraphs B and C of Section 7 above, and of:

T. The surrender for cancellation or evidence satisfactory to the Trustee of the retirement of Bonds outstanding of any series theretofore issued hereunder, with all unmatured coupons appertaining thereto, and proof satisfactory to the Trustee of the cancellation of all matured coupons at any time theretofore appurtenant to such Bonds or of the loss or destruction of any such Bonds or coupons and indemnity satisfactory to the Trustee against any claim or liability on account thereof, and

U. A certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, stating that the Company is not, to the knowledge of the signers, in default in the performance of any of the terms or covenants of this Indenture, or that the only default is one other than one of those enumerated in clauses (*a*), (*b*) and (*c*) of Section 1 of Article VIII, and that such default has not continued for the period, if any, in said Section specified.

Section 11.—Any of the provisions of subdivision (*b*) of Section 1 and Sections 2 to 5 inclusive of this Article II to the contrary notwithstanding, Bonds of Series A and Bonds of any series other than Series A, authorized to be issued hereunder, may, from time to time (unless some default described in Clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing) be executed by the Company and delivered to the Trustee, and shall be authenticated and delivered in accordance with the order or orders of the Company evidenced by a writing or writings signed by its President or a Vice-President and Treasurer or an Assistant Treasurer, but, so long as any Bonds of Series A are outstanding hereunder, only upon the receipt by the Trustee of the documents specified in Paragraphs A, B and C of Section 7 of this Article, together with an amount in cash equal to the principal amount of Bonds so requested to be authenticated and delivered.

Such cash so deposited shall be held by the Trustee as a part of the trust estate; but whenever the Company shall thereafter become entitled to the authentication and delivery of Bonds under any of the provisions of this Article II, the Trustee shall pay over, in accordance with the order or orders of the Company evidenced by a writing or writings signed by its President or a Vice President and Treasurer or an Assistant Treasurer, in lieu of each Bond to the authentication and delivery of which the Company may then become so entitled, an amount of such cash equal to the principal amount of each such Bond, upon compliance by the Company with the applicable provisions of this Article II so as to entitle it to the authentication and delivery of Bonds as aforesaid, and upon receipt by the Trustee of a copy of a resolution of the Board of Directors of the Company, certified by the Secretary or an Assistant Secretary of the Company, requesting the payment of a specified amount of such cash in lieu of the authentication and delivery of Bonds, accompanied by the instruments specified in such applicable provisions of this Article II (with such appropriate omissions and variations as are applicable to the withdrawal of cash); provided, however, that the Company need not comply with the provisions of Section 2 of this Article with respect to net earnings and the Trustee need not be furnished with any of the instruments specified in Section 7 of this Article. Until withdrawn as aforesaid, such cash shall draw interest at the current rate allowed by the Trustee upon similar funds on deposit with the Trustee, such interest to be paid by the Trustee to the Company, or upon its order evidenced as aforesaid.

Section 12.—The resolutions, certificates, opinions and other instruments provided for in this Article II may be accepted by the Trustee as satisfactory and conclusive evidence as to the statements therein contained, and shall be full authority and protection to the Trustee for the certification and delivery of Bonds or the payment of cash, and the Trustee may conclusively rely upon the truth of any statement made in any such resolution, certificate, opinion or other instrument, whether such statement be required by any provision of this Article or voluntarily made; but before authenticating and delivering Bonds or paying cash under this Article the Trustee in its discretion may cause to be made such independent investigation as it may see fit, and the expense thereof shall be borne by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate of six per cent. per annum.

Section 13.—No Bonds shall be issued under this Indenture for the purpose of providing funds for the Company or a Subsidiary Company to keep or maintain its property in good and business-like working order and condition, or merely to replace old and worn-out property except to the extent specified in Clause (*d*) of Section 4 of this Article. Improvements, extensions and additions in process of construction or erection and so far as actually constructed or erected and paid for, and directly or indirectly placed under the lien of this Indenture, shall be deemed improvements, extensions and additions within the meaning of this Article.

ARTICLE III

Particular Covenants of the Company

The Company covenants and agrees:

Section 1.—That it is the lawful owner of the premises and property hereinbefore by it conveyed or transferred to the Trustee; that it has good right and lawful authority to mortgage the same as provided in and by this Indenture; that said premises and property are free from all liens and encumbrances except Farm Mortgages and Other Liens affecting rights of way as hereinbefore stated and the lien of current taxes; and that it will warrant and defend the title thereto and the interest of the Trustee therein against all claims and demands whatsoever, except Farm Mortgages and Other Liens affecting rights of way as hereinbefore stated.

Section 2.—That it will duly and punctually pay the principal and interest of every Bond issued hereunder at the dates and the places and in the manner mentioned in the Bonds or in the coupons thereto appertaining, respectively, according to the true intent and meaning thereof, without deduction so far as the Bonds of Series A are concerned, for any taxes, assessments or governmental charges (other than inheritance and succession taxes) which the Company or its agents or the Trustee may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, except such portion of any Federal income tax with respect to income derived from such interest as shall be in excess of two per cent. per annum of such interest. The interest on the coupon Bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and such coupons shall be cancelled forthwith upon the payment thereof.

Section 3.—That upon written application the Company will also reimburse to any bearer or registered owner of any Bonds of Series A, any personal property taxes imposed by the States of Pennsylvania, California and/or Connecticut, paid in any of said States by such bearer or registered owner to the extent of four mills per annum in each of said States on each dollar of the taxable value thereof, and any securities tax of the State of Maryland, to the extent of four and one-half mills per annum in said State on each dollar of the taxable value thereof, and any income tax of the State of Massachusetts to the extent of six per cent. (6%) per annum on income derived from the interest paid thereon, which may be paid by such bearer or registered owner who is a resident of such respective State and who is subject to the payment of any such tax by reason of the ownership thereof or the deriving of income therefrom; provided that such application shall be made to the Company within sixty days after payment of any such tax, and that such application shall be accompanied by an affidavit setting forth the ownership by the applicant of Bonds, together with the number or numbers thereof, the residence of the applicant at the time said tax was paid by him and that such tax was paid by him because of the ownership by him of such Bonds, or the deriving of income therefrom; provided further that the Company shall in no event be liable to reimburse such bearer or registered owner for any interest accrued or penalty imposed and paid in addition to the amount of said tax as originally assessed.

Section 4.—That in order to prevent any accumulation of coupons after maturity, the Company will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon appertaining to any Bond; and the Company will not, directly or indirectly, be a party to or approve any such extension by purchasing or funding said coupons, or in any other manner. In case the time for the payment of any such coupons shall be so extended, whether or not such extension be by, or with the consent of, the Company, such coupons shall not be entitled, in case of default hereunder, to the benefit of the security of this Indenture, except subject to the prior payment in full of the principal and interest of all the Bonds then outstanding, and of all coupons appertaining to such Bonds, the payment of which shall not have been so extended.

Section 5.—That at all times until the payment of the principal of the Bonds, the Company will maintain an office or agency, in the Borough of Manhattan in the City and State of New York, where the Bonds and coupons may be presented for payment of interest and where notices or demands in respect of the Bonds and coupons or of this Indenture may be served. From time to time the Company will give notice to the Trustee of the location of any such office or agency which it has covenanted to maintain or of any change of location thereof. In case the Company shall fail to maintain any such office or agency or shall fail to give notice of the location thereof or of any change of location thereof, as herein covenanted, presentation and demand may be made and notices may be served at the principal office of the Trustee in the Borough of Manhattan in the City and State of New York, but the Trustee shall be under no liability to the Company or to any other corporation, firm or person in respect of any such presentation, demand or notice. At such office or agency, in the City of New York, the Company will register, transfer and exchange any of the Bonds as by their terms and the terms of this Indenture or any supplemental indenture required.

Section 6.—That the Company is duly authorized under the laws of the State of Delaware and all other applicable provisions of law to create and issue the Bonds and to execute this Indenture and to mortgage and pledge the property conveyed by it hereunder; that all corporate action on its part for the creation and issue of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of holders in due course thereof are and will be valid and enforceable obligations of the Company in accordance with their terms.

SECTION 7.—That it will duly pay and discharge, as the same shall become due and payable, all real estate and personal property taxes, water rates, assessments and governmental and other charges lawfully levied and imposed by the United States of America or by any State, county or municipality upon the mortgaged premises, including the franchises, earnings and business of the Company, and of any and all Subsidiary Companies as well as all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon the trust estate or any part thereof, the lien of which would be prior to the lien hereof; and that it will not suffer any mechanic's, laborer's, statutory or other lien which might or could be held to be prior to the lien of this Indenture to be created or to remain outstanding upon the property hereby mortgaged and conveyed or any part thereof or upon any after-acquired property of the Company intended to be covered hereby; and if any Subsidiary Company shall fail to pay any such taxes, rates, assessments, and charges lawfully imposed upon its property, or upon the income and profits thereof, then the Company will either pay the same, or will acquire and transfer to the Trustee the claim therefor, and will make adequate provision for the satisfaction and discharge thereof; provided, however, that nothing contained in this Article shall require the Company or any Subsidiary Company to pay, acquire, or make provision for such tax, assessment, lien or charge so long as the Company or such Subsidiary Company in good faith shall contest the validity thereof; and provided further that no provision of this Article, nor any other provision in this Indenture contained, shall prevent the Company from:

(1) Creating a mortgage or other lien on prop-

erty hereafter acquired to secure the payment of a part of the purchase price thereof, or

(2) Acquiring property subject to any mortgage, lien or other encumbrance thereon existing at the time of such acquisition with or without an assumption of such mortgage, lien or encumbrance, or

(3) Renewing or replacing any mortgages, liens or encumbrances which by the preceding clauses (1) and (2) the Company is permitted to make, or subject to which it is permitted to acquire property, or

(4) Creating liens upon, pledging, hypothecating or otherwise encumbering or disposing of any of its assets not at the time subject to the lien hereof to the same extent as if this Indenture had not been made.

That so long as any Bonds of Series A are outstanding, no Subsidiary Company will create or permit to be created or to have outstanding any indebtedness (contingent or otherwise) except:

1. To the Trustee or to the Company or to another Subsidiary Company, and then only while such indebtedness is held by any of them; or

2. Obligations in payment of the purchase price of property hereafter acquired by said Subsidiary Company; or

3. Indebtedness (in addition to those specified in 1 and 2) maturing in two years or less from the date thereof, and incurred for current operating expenses, including the purchase of stores and supplies and gas above ground.

In the event that a Subsidiary Company is acquired after the execution and delivery hereof, and it has borrowed money in excess of the limitations hereinabove set forth, then the Company covenants and agrees that within one year from the date of the acquisition of such Subsidiary Company, its indebtedness will be reduced until it is within such limitation; or in the event that Bonds are requested to be authenticated hereunder by virtue of the acquisition of such Subsidiary Company, or of improvements, extensions or additions thereof prior to the expiration of one year from the date of the acquisition thereof, then such indebtedness will be reduced within such limitation prior to the authentication of such Bonds.

That so long as any Bonds of Series A are outstanding no Subsidiary Company, hereafter acquired, will, after the date of acquisition, mortgage, pledge or otherwise encumber any of its real or personal property, or interest in real or personal property owned at the date hereof or hereafter acquired (or in the case of a Subsidiary Company hereafter acquired after the date of acquisition) unless the entire amount of the indebtedness to be secured thereby shall be pledged hereunder free from all liens. But neither this covenant nor any other provision in this Indenture contained shall prevent any Subsidiary Company from:

1. Creating a mortgage or other lien on property hereafter acquired to secure the payment of a part of the purchase price thereof, or

2. Acquiring property subject to any mortgage, lien or encumbrance thereon existing at the time of such acquisition, with or without an assumption of such mortgage, lien or encumbrance, or

3. Renewing or replacing any mortgages or liens, which by the preceding clauses (1) and (2) the Subsidiary Companies are permitted to make

or subject to which they are permitted to acquire property.

That, so long as any Bonds of Series A are outstanding, the Company will not permit any Subsidiary Company to issue any additional preferred stock after the date hereof (or in the case of a Subsidiary Company hereafter acquired after the date of acquisition); nor to issue any additional common stock after such date unless the Company or the Subsidiary Company owning the stock of such Subsidiary Company shall acquire an amount of such additional common stock at least proportionate to the proportion of common stock previously owned by the Company or such Subsidiary Company in the Subsidiary Company so increasing its common stock. The term "issue any additional stock" shall be deemed to include the disposition of any treasury stock.

The Company shall not and will not apply for or claim any deduction by reason of this Indenture from the taxable value of the lands and property covered or intended to be covered hereby, nor take advantage of any law hereafter passed deducting from the value of said property for the purpose of taxation the lien of this Indenture thereon, if thereby any bondholder or the Trustee might incur any liability for any taxes.

SECTION 8.—That the Company will at all times take or cause to be taken all such action as from time to time may be necessary to preserve the corporate existence and corporate rights and franchises of the Company and all Subsidiary Companies, and if the corporate existence of the Company shall expire while any Bonds issued hereunder are outstanding, all such steps as may be necessary or permitted to secure the extension of such corporate existence beyond the time when the Bonds outstanding hereunder shall become due, and all such steps as may be necessary to comply with such statutes in all states and countries in which it and/or any Subsidiary Companies shall do business as it shall be advised by counsel learned in the law that it or they should comply with in order fully to be authorized to conduct such business; provided, however, that if any Subsidiary Company merges or consolidates with the Company or any Subsidiary Company, or conveys all of its assets to the Company and other Subsidiary Company and/or Subsidiary Companies, the covenant contained in this Article to preserve the corporate existence of such Subsidiary shall no longer be applicable to such Subsidiary Company; and unless its corporate existence is automatically terminated by reason of such merger or consolidation, the Company may take such steps as it may be advised to dissolve such Subsidiary Company.

Section 9.—That it will keep all the property of a character usually insured by companies similarly situated, which is at any time covered by this Indenture, and will cause each Subsidiary Company to keep all of its property of a similar character, insured against loss or damage by fire, or by such other casualty and to such amount as such property is usually insured for by companies similarly situated, by reputable insurance companies, loss, if any, to be made payable to the Trustee as its interest may appear. If the total amount received by the Trustee upon all policies shall, in the case of any one loss, be less than the sum of $250,000, the amount shall be paid forthwith to the Company by the Trustee to be used by the Company to pay for replacements of or substitutions for the injured or destroyed property, but the Trustee shall not be obliged to see to the application thereof. In all other cases the proceeds of any and all insurance on any part of the mortgaged property which may be received by the Trustee shall be held and applied by the Trustee as hereafter provided in Article VII of this Indenture.

There shall be deposited with the Trustee, at such reasonable times as it may request, and at least once a year without any such request, a detailed statement of the policies of insurance effected by the Company on property covered hereby and effected by the Subsidiary Companies, then outstanding and in force. In case the Trustee shall at any time notify the Company in writing that it disapproves of any insurance company in which the Company or a Subsidiary Company has insured any of such property, other insurance with companies satisfactory to the Trustee shall forthwith be effected by the Company.

Nothing herein contained shall be construed to require the Company or any Subsidiary Company to insure the pipeline or any part thereof, or any underground structures owned or operated by the Company or any Subsidiary Company against loss or damage by fire or any other casualty.

In the event that there shall be outstanding any bonds or obligations secured by mortgages which *(a)* constitute liens on any part of the properties of any Subsidiary Company, or *(b)* constitute liens on all or any part of the properties of the Company prior to the lien hereof (as evidenced by a certificate of any trustee or mortgagee under any of said mortgages or of any counsel therefor or counsel appointed by the Company (who may be counsel for the Company) and approved by the Trustee), and a check for the amount of any loss covered by any insurance policy on any property subject to such mortgages is drawn by an insurance company payable to the order, among others, of the Trustee and the trustee or mortgagee under any of said mortgages, the Trustee shall endorse said check, without recourse, and deliver the same so endorsed to the appropriate trustee or mortgagee under any of said mortgages.

SECTION 10.—That it will at all times maintain, preserve and keep its property mortgaged hereunder, and will cause each Subsidiary Company to maintain, preserve and keep its property and every part thereof, with the appurtenances and every part and parcel thereof, in thorough repair, working order and condition, and equipped with suitable machinery and appliances, and from time to time make all needful and proper repairs and renewals, so that at all times the value of the security for the Bonds issued hereunder and the efficiency of the property hereby mortgaged shall be fully preserved and maintained, and, subject to the provisions hereof, will, so far as it is reasonably able, maintain, preserve and renew and will cause each Subsidiary Company to maintain, preserve and renew all the rights, powers, privileges and franchises by it owned.

Nothing herein contained shall be construed to prevent the Company or any of its Subsidiary Companies from ceasing to operate any of its plants or other property, if, in the judgment of the Company, it is advisable not to operate the same for the time being, or if the Company or any Subsidiary Company intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effectuate such a sale; nor in any such event to prevent the Company or any Subsidiary Company from taking such action with respect to such plant or such other property as is proper or customary under the circumstances.

SECTION 11.—That it will at all times keep or cause to be kept proper books of record and account in which full, true and correct entry will be made of all dealings, business and affairs of the Company and of the Subsidiary Companies, including proper and complete credits to capital and property accounts covering property worn out, abandoned or sold, all in accordance with generally recognized rules and principles of accounting. That if it shall fail to comply with the provisions of this Section, the Trustee, if requested in writing by the holders of at least 10% in principal amount of the Bonds then outstanding of Series A, shall cause the books, properties and accounts of the Company and the Subsidiary Companies to be examined by an accountant selected by the Trustee and the Company agrees to pay the expense of any such examination.

Section 12.—That it will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, especially to make subject to the lien hereof any property now owned or hereafter acquired by it which it is herein provided shall be subject to the lien hereof, and to transfer to any new trustee the estate, powers, instruments and funds held in trust hereunder.

Section 13.—That it will at any and all times upon the written request of the Trustee:

(*a*) Permit the Trustee by its agents and attorneys to examine all books, accounts and financial records and reports of the Company and the Subsidiary Companies and to take copies and extracts therefrom;

(*b*) Furnish to the Trustee a detailed and true consolidated balance sheet showing accurately the financial condition of the Company and the Subsidiary Companies at the close of the preceding fiscal year in the form customarily prepared by the Company and a detailed and true report showing accurately the operations of the Company and the Subsidiary Companies for such fiscal year.

The Trustee shall have no duty to make any such examination or to request any such balance sheet or report nor with respect to any such balance sheet or report other than to retain the same in its files for the inspection of the holders of not less than 10% of Bonds outstanding hereunder.

Section 14.—The Company will cause this Indenture and every additional instrument which shall be executed pursuant to any of the provisions hereof forthwith upon execution to be recorded and filed, and will pay any mortgage recording tax or other tax legally due upon such recording or filing, and will punctually and fully comply with the requirements of any and every mortgage recording tax law or other law affecting the due recording or filing of this Indenture or of such additional instruments, in such manner as may be necessary fully to preserve, continue and protect the security of the Bonds, the lien of this Indenture on the trust estate and the rights and remedies of the Trustee.

Nothing in this Section contained shall be construed as requiring the Trustee, or making it a part of the duty of the Trustee, to examine as to, or to determine the necessity for, any recording, filing, re-recording or re-filing of this Indenture or any supplemental indenture, and the Trustee shall incur no liability whatsoever by reason of its not requiring this Indenture or any supplemental indenture so to be recorded, filed, re-recorded, or re-filed, unless thereunto requested by the holders of over ten per centum in principal amount of all Bonds then outstanding hereunder.

Section 15.—That the Company and the Subsidiary Companies, from time to time, will punctually observe and perform all of its obligations, and will pay and discharge all amounts payable, under or by virtue of any lease of property, the leasehold interest in which is or shall hereafter become the property of the Company or of any Subsidiary Company and a part of the trust estate, and will not suffer or permit any default for which any such lease might be terminated, so that the interest of the Company and the Subsidiary Companies, in any such leasehold estate may be at all times preserved unimpaired as security for the Bonds; provided, however, that nothing contained in this Section shall require the Company and the Subsidiary Companies, to make any such payments or to observe any such obligations, so long as it shall in good faith contest its liability therefor nor shall anything in this Section contained, impair or diminish the rights of the Company under Article VI hereof.

Section 16.—That if the Company shall fail to perform any of the covenants contained in Sections 7, 9, 10, 11, 14 and 15 of this Article III, the Trustee or any receiver appointed hereunder, as herein provided, may make advances to perform the same in its behalf; and the Company hereby agrees to repay all sums so advanced in its behalf, on demand, with interest at six per cent. per annum and all sums so advanced with interest as aforesaid shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by said Bonds and coupons; but no such advance shall be deemed to relieve the Company from any default hereunder unless such advance shall have been repaid as above set forth.

Section 17.—That the Company will not sell or otherwise dispose of any of its property and franchises or any part thereof which is subject to the lien hereof nor will any Subsidiary Company sell or otherwise dispose of any of its property and franchises or any part thereof except (both in the case of the Company and Subsidiary Companies) as provided in Articles VI, IX and XIV hereof, nor make any lease thereof unless the same shall be expressly subject to termination by the Trustee at its option, upon the occurrence of one or more of the events specified in Section 1 of Article VIII hereof, which shall continue for the time therein specified, and also be made expressly subject to termination by the purchaser of the property subject to this Indenture at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or any judicial proceedings.

Section 18.—That the Trustee may at any time in its discretion cause to be made such independent investigation as it may see fit of the performance and observance by the Company of any or all of the covenants, agreements or conditions in this Indenture contained, and the expense thereof shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company on demand with interest at the rate of six per cent. per annum.

Section 19.—That the Company will fully perform all the obligations now assumed by it, or which may be assumed by it by modifications made in the manner in this Indenture provided, in:

> A certain contract dated as of October 15, 1931, between the Company and Texoma Natural Gas Company, whereby the Texoma Natural Gas Company has agreed to produce, sell and deliver, and the Company has agreed to purchase, receive and pay for gas at the place or places for the price or prices and under the terms and conditions

> set forth in said contract, a duplicate original of which is delivered by the Company to the Trustee simultaneously with the execution and delivery of these presents,

and the Company will require the other party to said contract to fully perform the obligations assumed by it, and the Company will not modify or permit or consent to any modification of such contract other than modifications which will, in the judgment of the Company, increase or preserve the net income to be earned through the operation of said contract, without first obtaining the consent of the Trustee thereto.

Section 20.—That it will pledge or cause to be pledged hereunder (*a*) all shares of stock now or hereafter owned by the Company in any Subsidiary Company and (*b*) all shares of stock now or hereafter owned by any Subsidiary Company (other than any Subsidiary Company in which the Company shall have less than a 95% interest) in any other Subsidiary Company; and (*c*) all indebtedness (other than any indebtedness represented by an instrument in writing and retained in the ownership of the Company and/or any Subsidiary Company for not more than thirty days and other than indebtedness represented by open accounts) now or hereafter owed to the Company by any Subsidiary Company and (*d*) all indebtedness (other than that excepted in the next preceding clause) now or hereafter owed to any Subsidiary Company (other than a Subsidiary Company in which the Company has less than a 95% interest) by any other Subsidiary Company.

It further covenants and agrees that all such indebtedness so pledged or to be pledged with the Trustee hereunder shall be accompanied by or contain in the writing evidencing the same an agreement of the debtor Subsidiary Company waiving its right to set off or counterclaim against such indebtedness any indebtedness or claim which it may at the time or thereafter have against the Company or any other Subsidiary Company.

Section 21.—That it will cause any Subsidiary Company in which the Company has at the time at least a ninety-five per cent. interest and which, at the time of the execution of this Indenture, owns or shall hereafter acquire any stock in or indebtedness of any other Subsidiary Company agreed in Section 20 of this Article to be pledged hereunder, forthwith to execute an indenture to the Trustee pledging such stock with the Trustee and to enter into an agreement with the Company whereby the Company will agree that the proper corporate financial needs of such Subsidiary Company so pledging such stock will be provided for out of the proceeds of the issuance of Bonds under this Indenture.

Section 22.—That the Company will and does hereby sell, assign and transfer to the Trustee all its respective right, title and interest in and to any and all claims for advances made or to be made or moneys loaned or to be loaned by it to any Subsidiary Company and that it will cause to be executed and filed with the Trustee as soon as the same may be done, an acceptance duly executed by each of the Subsidiary Companies, of the sale and assignment by this Section made.

ARTICLE IV

Redemption of Bonds

Section 1.—The Company, at its option, may redeem all or any part of the Bonds of Series A issued hereunder at any time upon thirty (30) days' prior notice, in the manner provided in this Article, at the principal amount thereof and accrued interest to the date of redemption.

SECTION 2.—Notice of intention to redeem Bonds of Series A as in this Article IV provided shall be given by the Company by publication in one daily newspaper of general circulation published in the Borough of Manhattan, City and State of New York, and one such newspaper published in the City of Chicago, State of Illinois, once a week for four successive weeks, the first publication in each such newspaper to be made not less than thirty (30) days and not more than sixty (60) days before such redemption date. A copy of such notice shall also be mailed by the Company, first-class postage prepaid, at least thirty (30) and not more than sixty (60) days before such redemption date to the owners of registered Bonds which are to be redeemed, at their last addresses appearing upon the bond register. Such notice shall state the date and place of redemption (which shall be the office of the Trustee in the Borough of Manhattan, City and State of New York) and that the Bonds to be redeemed will be redeemed at the principal amount thereof plus accrued interest. In case less than all the Bonds should be thus redeemed, the Company shall determine which of the Bonds are to be redeemed in any manner that it may in its absolute discretion adopt and not less than thirty-five (35) days before such redemption date, the Company shall give notice to the Trustee to that effect, specifying the numbers of the Bonds which the Company has so determined to redeem, and in such case the notice to be published as in this Section provided shall also state the numbers of the Bonds to be redeemed. Proof in form satisfactory to the Trustee of the publication and mailing of such notice, as hereinabove provided, shall be furnished the Trustee by the Company on or before such redemption date.

SECTION 3.—On or before the redemption date specified in the notice above provided for, the Company shall pay to the Trustee the face amount of the Bonds so called for redemption and accrued interest thereon to the date of such redemption. If the Company shall have made such payment and if such notice shall have been published and mailed as hereinbefore provided, the Bonds so called for redemption shall become due and payable on the date, and at the place in such notice so stated, and after such redemption date, said Bonds shall cease to draw interest and the coupons maturing subsequent to that date shall be void and thereafter the holders of such Bonds shall cease to be entitled to any further benefit of or from this Indenture, except to receive payment from the moneys reserved therefor in the hands of the Trustee, without the right to interest thereon.

Any moneys so deposited remaining unclaimed by the holders of Bonds and coupons for six years after the specified redemption date, shall be paid by the Trustee to the Company, and such holders of Bonds and coupons shall thereafter be entitled to look only to the Company for payment thereof; provided, however, that the Trustee, before being required to make any such payment to the Company, may at the expense of the Company cause notice that said moneys remain unclaimed as aforesaid, and that after a date named therein they will be returned to the Company, to be published once a week for four successive weeks in a daily newspaper of general circulation regularly published in the Borough of Manhattan, City and State of New York and in one such newspaper in the City of Chicago, State of Illinois.

Section 4.—The holder of each and every Bond of Series A issued under this Indenture hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article IV provided.

Section 5.—So long as any Bonds of Series A are outstanding, all Bonds redeemed by the Company under any provision of this Indenture, shall forthwith be cancelled and no Bonds shall be issued hereunder in place thereof, except in accordance with the provisions of Section 6 of Article II. Any registered Bond without coupons of Series A of a denomination in excess of $1,000 shall be subject to redemption under any provision of this Indenture in part in units of $1,000; and in the event that the Company shall redeem a portion of such a registered Bond, then for all the purposes of this Indenture only such portion of such Bond shall be deemed to be redeemed, and upon surrender of such registered Bond, duly endorsed for transfer, a new registered Bond shall be issued in the same name in the amount of the portion of such Bond not so redeemed.

Section 6.—Bonds of subsequent series may be made subject to redemption at such price or prices and in such manner and within such period or periods as the Board of Directors of the Company may determine.

Section 7.—In the case of any redemption of Bonds of Series A pursuant to the provisions of Section 3 of Article VII, or of Section 17 of Article VIII, hereof, such redemption shall be made in the manner and subject to terms and conditions specified in Sections 2, 3, 4 and 5 of this Article IV, except that the Company shall not be required to give the notice to the Trustee provided for in said Section 2 or to make the payment to the Trustee provided for in said Section 3, and except that the Trustee shall determine which of the Bonds are to be redeemed in any manner that it may, in its absolute discretion adopt, and shall, in the name and at the expense of the Company, publish and mail the notice of intention to redeem provided for in said Section 2, and the Trustee shall apply the moneys held by it for such purpose to the payment of the principal and accrued interest of the Bonds so to be redeemed.

ARTICLE V

Sinking Fund

Section 1.—For the purpose of this Article, the fifteenth days of June and December, 1934, and the fifteenth day of each June and December in each year thereafter are called Sinking Fund Payment Dates. If any of said days is a Sunday or a legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

Section 2.—The Company covenants and agrees that it will forthwith create and, so long as any of the Bonds of Series A are outstanding, maintain a Sinking Fund, and that it will pay to the Trustee, upon each Sinking Fund Payment Date, so long as any Bonds of Series A are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at the redemption price, the following aggregate principal amount of Bonds of Series A:

June 15, 1934	$1,000,000	December 15, 1934	$1,000,000
June 15, 1935	1,250,000	December 15, 1935	1,250,000
June 15, 1936	1,450,000	December 15, 1936	1,450,000
June 15, 1937	1,650,000	December 15, 1937	1,650,000
June 15, 1938	1,900,000	December 15, 1938	1,900,000
June 15, 1939	2,100,000	December 15, 1939	2,100,000
June 15, 1940	2,300,000	December 15, 1940	2,300,000
June 15, 1941	2,500,000	December 15, 1941	2,500,000
June 15, 1942	2,900,000	December 15, 1942	2,900,000
June 15, 1943	2,900,000	December 15, 1943	2,900,000
June 15, 1944	3,350,000	December 15, 1944	3,350,000
June 15, 1945	3,350,000	December 15, 1945	3,350,000
June 15, 1946	3,350,000		

The Company may retire Bonds of Series A by redemption or otherwise in excess of or in advance of the foregoing requirements, and shall be credited on its obligation, as aforesaid, for any such excess or advance resulting from the retirement of such Bonds up to and including forty days prior to the Sinking Fund Payment Date upon which payment is then to be made, provided that the Company shall not be entitled to any credit for Bonds retired in compliance with the requirements contained in Section 3 of Article VII hereof, or Bonds by reason of the retirement of which other Bonds have been authenticated pursuant to the provisions of Section 6 of Article II hereof; and the Company may satisfy all or any part of its obligation, as aforesaid, by the surrender to the Trustee, on any Sinking Fund Payment Date, of Bonds of Series A, provided, however, that no such surrender shall affect the redemption of specific Bonds which shall have been called for redemption pursuant to Section 4 of this Article V.

All cash paid by the Company to the Trustee pursuant to the provisions of this Section 2 shall be applied to the retirement of Bonds of Series A, as provided in Section 4 of this Article.

SECTION 3.—Forty days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the Trustee showing the principal amount of Bonds of Series A which are to be retired on the next succeeding Sinking Fund Payment Date, stating separately the principal amount of Bonds the Company intends to surrender and the principal amount and numbers of the Bonds to be redeemed on said date, which Bonds so to be redeemed shall be determined by the Company in any manner that it may, in its absolute discretion, adopt. Such statement is in Section 4 of this Article referred to as the statement.

SECTION 4.—It shall be the duty of the Trustee to apply on each Sinking Fund Payment Date the cash paid to it under Section 2 of this Article for the account of such Sinking Fund to the redemption of the Bonds of Series A, the numbers of which shall have been set forth in the statement furnished forty days prior to such Sinking Fund Payment Date, at prices not exceeding the principal amount thereof plus accrued interest.

The Company shall forthwith give notice of intention to redeem such Bonds of Series A by publication in one daily newspaper of general circulation published in the Borough of Manhattan, City and State of New York and in one such newspaper published in the City of Chicago, State of Illinois, once a week for four successive weeks, the first publication in each such newspaper to be made not less than thirty days and not more than thirty-five days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the place of redemption (which shall be the office of the Trustee in the Borough of Manhattan, City and State of New York), the redemption price which shall be the principal amount thereof plus accrued interest, and the numbers of the Bonds to be redeemed. A copy of such notice shall also be mailed by the Company, first class, postage prepaid, at least thirty days before such Sinking Fund Payment Date to the owners of the Registered Bonds of Series A, which are to be redeemed at their last addresses appearing on the Bond Register and also to the Trustee. Proof in form satisfactory to the Trustee, of the publication and mailing of such notice as hereinabove provided, shall be furnished to the Trustee by the Company on or before such Sinking Fund Payment Date.

The Trustee shall, at any time, upon the request of the Company, furnish it with a statement of the numbers of all Bonds of Series A which shall be shown by the records of the Trustee to have been authenticated and delivered by it and not retired.

Section 5.—In case the Company shall fail to give notice of call for redemption as herein provided, and shall have paid to the Trustee cash sufficient to redeem the Bonds specified in the statement referred to in Section 3 of this Article, the Trustee may forthwith, at the expense of the Company, at an appropriate time (on or subsequent to such Sinking Fund Payment Date) to be fixed by it, give such notice with the same effect as though such notice had been given by the Company as hereinbefore required.

Section 6.—If the Company shall have made such payment and if such notice shall have been published and mailed as hereinbefore provided, the Bonds so called for redemption shall become due and payable on the date and at the place in such notice so stated, and after such redemption date, said Bonds shall cease to draw interest and the coupons maturing subsequent to that date shall be void and thereafter such Bonds shall cease to be entitled to any further benefit of or from this Indenture, except to receive payment from the moneys reserved therefor in the hands of the Trustee, without the right to interest thereon. The Trustee shall allow the Company interest upon funds remaining deposited with it under this Article at the current rates of interest customarily allowed on similar deposits.

Any moneys so deposited remaining unclaimed by the holders of Bonds and coupons for six years after the specified redemption date shall be paid by the Trustee to the Company, and such holders of Bonds and coupons shall thereafter be entitled to look only to the Company for payment thereof; provided, however, that the Trustee, before being required to make any such payment to the Company, may, at the expense of the Company, cause notice that said moneys remain unclaimed as aforesaid and that after a date named therein they will be returned to the Company, to be published once a week for four successive weeks in a daily newspaper of general circulation regularly published in the Borough of Manhattan, City and State of New York and in one such newspaper in the City of Chicago, State of Illinois.

Section 7.—The holder of each and every Bond of Series A issued under this Indenture hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article V provided.

ARTICLE VI

Possession, Use and Release of Mortgaged Property

Section 1.—Unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing: (1) the Company and its Subsidiary Companies shall be suffered and permitted to possess, manage, develop, operate and enjoy the property covered by this Indenture (other than shares of stock, securities, obligations and cash required to be deposited with the Trustee, as to which the Company shall only have the right of enjoyment granted herein) and to take and use any incomes, rents, issues and profits thereof in the same manner, to the same extent and with the same effect, except as provided herein, as if this Indenture had not been made, and to sell free from the lien hereof in the usual course of trade with its customers such merchandise as is commonly dealt in by corporations engaged in a similar business; and (2) the Company and its Subsidiary Companies may at any time, without the consent of the Trustee, sell or otherwise dispose of parts of the properties covered by this Indenture which are neither necessary to nor useful for the operation of its plants or which have become worn or damaged or otherwise unsuitable for its purposes, provided that it shall in lieu thereof within six months from the date of sale or other disposition, subject to the lien of these presents, or acquire (in the case of a Subsidiary Company), free from prior liens or charges, property and/or deposit with the Trustee cash of equal value so that the security of the Bonds shall not thereby be in any wise reduced or impaired; provided, however, that the Company shall not, so long as any Bonds of Series A are outstanding, in any given three months, without the consent of the Trustee, sell or dispose of real property under this clause (2), aggregating more than $100,000 in value. Any cash so paid to the Trustee shall be held and disposed of by it in accordance with the provisions of Article VII.

SECTION 2.—The Company or any Subsidiary Company may at any time sell or otherwise dispose of any other of its property at any time covered directly or indirectly hereby, and the Trustee shall release the same from the lien hereof, and in the case of property of a Subsidiary Company, shall consent to the sale or disposal of such property by such Subsidiary Company, and shall do all acts and things necessary on its part to evidence or make effective such release or consent, but so long as any Bonds of Series A are outstanding, only upon receipt by the Trustee of:

I. A copy of a *resolution* certified to have been adopted by the Board of Directors of the Company, requesting such release or consent and describing the property in such detail as the Trustee may require;

II. A *certificate* signed by the President or a Vice President of the Company, stating in substance as follows:

(*a*) that the retention of such property (describing the same as in the accompanying resolution) is no longer desirable in the conduct of the business of the Company (or of any Subsidiary Company in regard to its property), and that the security hereby afforded will not be impaired by such release or consent;

(*b*) that the Company (or a Subsidiary Company where the property of such a company is concerned) has sold or exchanged, or has contracted or is negotiating to sell or exchange, the property in question for a consideration representing, in the opinion of the signer, its full value (which value shall be stated), which consideration shall be described in such detail as the Trustee may require, and may be any of the following:

(1) cash; and/or

(2) obligations secured by purchase money mortgage upon the property to be sold or exchanged; and/or

(3) other property, additions, securities or Texoma Bonds described in Subdivisions 1, 2, 3 and 4 of Section 4 of Article II, free and clear of all liens and encumbrances except current taxes and except Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage and except such liens prior hereto as shall have existed on the property being disposed of if it be the property of a Subsidiary Company, or such liens prior hereto as shall have existed on the property being disposed of, if it be the property of the Company; provided, however, that no physical property shall be released in exchange for such securities or Texoma Bonds unless, after the making of such release, there shall remain subject to the lien of this Indenture as a direct first lien (except for Farm Mortgages and Other Liens) at least two hundred fifty miles of the Main Pipe Line described in the granting clauses of this Indenture, and in every case in which the Company shall request the release of any physical property in exchange for such securities as permitted by this Clause (3) the certificate in this paragraph II prescribed shall state that, after the making of the release requested, there shall remain subject to the lien of this Indenture as a direct first lien (except for Farm Mortgages and Other Liens) at least two hundred fifty miles of Main Pipe Line described in the granting clauses of this Indenture.

III. If the consideration stated in said certificate for any such property shall be

(*a*) Cash, then such cash or a certificate of any trustee or mortgagee under any mortgage which, in the opinion of counsel selected and approved as provided in Clause (*b*) next succeeding (who may be counsel for the Company), shall constitute a lien on any such property of any Subsidiary Company, or a lien prior to the lien hereof on any such property of the Company, stating that it has received such cash.

(*b*) Obligations of the nature described in Clause (2) of the preceding paragraph II, then such obligations or a certificate of any of the trustees or mortgagees described in Clause (*a*) above stating that it has received such obligations and also an opinion of counsel (who may be counsel to the Company) appointed by the Company to the effect that such obligations are of the nature described in said Clause (2) and that the purchase money mortgage securing such obligations is or will be when recorded, sufficient to afford a valid first lien (subject only to such liens prior thereto as shall have existed on the property being disposed of) upon the property to be sold or exchanged.

(*c*) Property of the nature described in (3) of Subdivision II of this Section 2 other than securities and Texoma Bonds then instruments of conveyance, assignment or transfer sufficient in the opinion of counsel, who may be counsel to the Company, selected as provided in Clause (*b*), to subject the same to the lien of this Indenture (subject only to such liens prior hereto as shall have existed on the property being disposed of, and Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage and current taxes) if such disposition is being made by the Company or if not, to vest title in the Subsidiary Company making such disposition free and clear of all liens and encumbrances except such liens as shall have existed on the property being disposed of, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage and current taxes, or an opinion of such counsel to the effect that no instrument of conveyance, assignment or transfer is necessary so to subject such property to the lien of this Indenture or so to vest title in such Subsidiary Company, as the case may be.

(*d*) Bonds (including Texoma Bonds), stocks or other securities (other than obligations described in subdivision (2) of Clause (*b*) of paragraph II of this Section) then such bonds, stocks or other securities together with an opinion of counsel who may be counsel to the Company, selected and approved as in Clause (*b*) specified to the effect that such bonds, stocks and other securities are in his or their opinion validly issued and that title to them will, upon delivery, be vested in the Trustee, free and clear of all liens and encumbrances, and that the Company which issued the same is legally organized and existing and, in the case of Texoma Bonds, stating that such Texoma Bonds have been properly authorized, executed and validly issued, that Texoma Natural Gas Company has valid title to the property which it purports to own free and clear of all liens and encumbrances other than current taxes, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage, and the lien of the Indenture securing the Texoma Bonds then being pledged.

IV. In the case of the release or conveyance of property the value of which as stated in the certificate required by Paragraph II of this Section shall be in excess of $250,000, a report of an appraiser or appraisers (who may be in the employ of the Company) who shall be selected by the Company and approved by the Trustee and whose compensation shall be paid by the Company, appraising the property to be released or conveyed and appraising the consideration to be received therefor unless such consideration shall be cash, which appraisal shall show the value of the property to be released or conveyed to be not in excess of the consideration to be received therefor.

The resolutions and certificates, and the instruments and opinions hereinbefore provided for, shall be full authority to the Trustee for making any such release or giving such consent, and the Trustee may conclusively rely upon the truth of any statement made in any such resolution, certificate, instrument or opinion whether such statement be required by any provision of this Article or be voluntarily made; but before making any such release or giving such consent the Trustee may, in its discretion, cause to be made such independent investigation as it may see fit, and the expense thereof shall be paid by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate of six per cent. per annum.

Section 3.—Should any of the mortgaged property be taken by exercise of the power of eminent domain or should any governmental body, at any time, exercise any right which it may have to purchase any part of the mortgaged property, the Trustee shall release the property so taken or purchased, and shall be fully protected in doing so upon being furnished with an opinion of counsel (who may be of counsel to the Company) selected by the Company and approved by the Trustee, to the effect that such property has been taken by exercise of the power of eminent domain, or purchased by a governmental body in the exercise of a right which it had to purchase the same. The proceeds of all property so taken or purchased shall be paid over to the Trustee, to be applied in the manner set forth in Article VII hereof.

Section 4.—In case the property of the Company or any Subsidiary Company that portion thereof which it is desired to have released shall be in the possession of a receiver, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of property covered hereby may be exercised by such receiver, and in such case the receiver may make the certificate provided for in Clause II of Section 2 of this Article, instead of an officer of the Company, and the resolution of the Board of Directors of the Company may be dispensed with; and if the Trustee shall be in possession of such property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion; and in such case the resolution and certificate may be dispensed with.

No purchaser of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority and every such purchaser shall be fully protected in relying upon such release.

Section 5.—In the ordinary course of business the Company and every Subsidiary Company, shall have full power

(*a*) From time to time to make any changes in the location of any portion of its pipelines, machinery, apparatus or other plants, as in the judgment of the company owning the same shall have become expedient.

(*b*) From time to time, either with or without the consent of the Trustee, to make such modifications, extensions, releases, surrenders, or renewals of any gas leases or interests therein or rights of way, which may from time to time be or become subject to this Indenture or be owned by a Subsidiary Company, as in the judgment of the officers of the company owning the same are necessary or expedient for the carrying on of such company's business, provided such releases or surrenders of rights of way shall be made only to the grantors or their successors in ownership of surface rights. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such release shall at any time be requested by the President, a Vice-President, the General Manager, Secretary, or an Assistant Secretary of the Company, release from the lien and operation of this Indenture any leases or interests therein or rights of way which may at any time become subject to the lien hereof, upon a certificate being furnished, signed by the President or a Vice-President, or the General Manager, and by the Secretary or an Assistant Secretary of the Company, to the effect that such company has released, surrendered or abandoned, or is about to release, surrender or abandon, said rights of way, that such rights of way are in the opinion of the signers not necessary for the business of such company, and that such release, surrender or abandonment will not substantially impair the security hereof.

(*c*) From time to time, either with or without the consent of the Trustee, to permit the existence, creation or renewal of Farm Mortgages and/or Other Liens as herein defined; and the Company and any of the Subsidiary Companies may, for that purpose, execute and deliver such waivers, releases, subordination agreements or other documents suitable to permit such Farm Mortgages and/or Other Liens to exist or to be created or renewed. And the Trustee shall, from time to time, and without further inquiry, join with the Company and any of the Subsidiary Companies in the execution and delivery of any of such waivers, releases, subordination agreements or other documents aforesaid, in the event that such action shall at any time be requested by the President, a Vice-President, General Manager, Secretary or an Assistant Secretary of the Company upon a certificate being furnished signed by the President or a Vice-President or General Manager and by the Secretary or an Assistant Secretary of the Company to the effect that the Farm Mortgage or Other Lien therein referred to is a Farm Mortgage or Other Lien as defined in this Indenture.

SECTION 6.—The Company and every Subsidiary Company may, from time to time, without the consent of the Trustee, sell, assign and transfer any or all of its oil rights in oil and/or gas leases, all oil, mineral rights and/or interests and royalties in such oil rights, all oil production and all equipment, appliances and other property actually in use in the production of oil, whether owned directly or indirectly, for such consideration, if any, as the Company or any Subsidiary Company may see fit.

SECTION 7.—(*a*) The Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, assign or transfer any gas leases or interests in such leases either (1) for the purpose of inducing drilling of test wells in territory not fully proved, or (2) in consideration for an obligation to drill a well or wells on such leases or interests therein, with a contract for the sale of gas produced therefrom, or (3) in exchange for an over-riding royalty covering such leases or interests therein; provided that in all cases such assignments or transfers are in accordance with the usual practice in the gas business, and provided further that the aggregate value of all such property so assigned or transferred, at the time of such assignment or transfer, shall not in any given six months exceed in value $250,000. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such assignment or transfer, as permitted by this subdivision (*a*) of this Section 7, shall at any time be requested by the President, a Vice-President, Manager, Secretary or an Assistant Secretary of the Company, release from the lien and operation of this Indenture any lease so assigned or transferred upon a certificate being furnished, signed by the President or a Vice-President or Manager and by the Secretary or an Assistant Secretary of the Company, to the effect that the Company has assigned or transferred, or is about to assign or transfer, such lease or interest therein pursuant to the provisions of this subdivision(*a*) of this Section 7, and that such assignment or transfer is within the limitation specified in this subdivision (*a*) of this Section 7; and provided further that the Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, enter into contracts for the assignment or transfer of any gas lease or interest therein for the purposes, and subject to the conditions set forth in this subdivision (*a*) of this Section 7, which said contracts may call for the delivery of an instrument of assignment or transfer to the assignee or transferee named in said contract at some date in the future and after the conclusion of drilling obligations as shall be specified in said contract; provided always that the aggregate value of all such property so contracted to be assigned or transferred, together with the aggregate value of all such property actually assigned and transferred by outright conveyance, at the time of such contract and such outright assignment or transfer, as the case may be, shall not in any given six months exceed in value $250,000; and the Company may transfer or assign such leases and interests therein pursuant to the provisions of such contracts so made, irrespective of the result of such drilling, and irrespective of the value of such leases so contracted to be assigned or transferred at the time of the actual delivery of such assignment or transfer; and the Trustee, however, shall, from time to time, without further inquiry, in the event that the release of such leases or interests therein shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any such leases or interests therein upon a certificate being furnished signed by the President or a Vice-President or Manager and by the Secretary or an Assistant Secretary of the Company to the effect that the Company, or any Subsidiary Company, has assigned or transferred, or is about to assign or transfer, any such leases or interests therein pursuant to such contract so made, and that such contracts, when so made, were within the limitation specified in this subdivision (*a*) of this Section 7.

(*b*) The Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, sell, assign or transfer any undeveloped gas leases, or interests in such leases, which said leases by their terms (if not producing gas) expire within one year from the date of such sale, assignment or transfer, provided such assignments or transfers are in accordance with the usual practice in the gas business, and provided further that the aggregate value of all of such gas leases so sold, assigned or transferred, at the time of such sale, assignment or transfer, shall not in any given six months exceed in value $250,000. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such assignment or transfer, as permitted by this subdivision (*b*) of this Section 7, shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any lease, or interests therein, so assigned or transferred upon a certificate being furnished signed by the President or a Vice-President or Manager and by the Secretary or an Assistant Secretary of the Company to the effect that the Company has assigned or transferred, or is about to assign or transfer, such lease or interests therein pursuant to the provisions of this subdivision (*b*) of this Section 7, and that such assignment or transfer is within the limitations specified in this subdivision (*b*) of this Section 7.

(*c*) The Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, assign or transfer any gas leases, or interests in such leases, in exchange for gas leases or interests therein owned by others which are contiguous to leases owned and retained by the Company or a Subsidiary Company, or which said leases or interests in leases so received in exchange are situated within a radius of ten miles of leases owned and retained by the Company or any Subsidiary Company, for the purpose of blocking out acreage holdings or straightening lines of acreage holdings of the Company or any Subsidiary Company, provided such assignments or transfers are in accordance with the usual practice in the gas business, and provided further that the aggregate value of such property so assigned or transferred, at the time of such assignment or transfer, shall not in any given six months exceed in value $250,000. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such assignment or transfer, as permitted by this subdivision (*c*) of this Section 7, shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any lease, or interests therein, so assigned or transferred upon a certificate being furnished signed by the President or a Vice-President or Manager and by the Secretary or an Assistant Secretary of the Company to the effect that the Company has assigned or transferred, or is about to assign or transfer, such lease or interests therein pursuant to the provisions of this subdivision (*c*) of this Section 7, and that such assignment or transfer is within the limitations specified in this subdivision (*c*) of this Section 7.

(*d*) The Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, enter into or become a party to any joint venture or common enterprise with the holders of gas leases for the purpose of unit development of such leases, and in connection with such joint venture or common enterprise may transfer and assign gas leases, or interests therein, owned by the Company or any Subsidiary Company, together with such other owners of gas leases, to any corporation, association, person or persons created or selected for the purpose of common ownership of such leases, or may transfer or assign interests in such gas leases owned by the Company or any Subsidiary Company in exchange for interests in other gas leases owned by others, provided that such assignments or transfers are in accordance with the usual practice in the gas business, and provided that if the Company receives evidences of common ownership in such joint venture or common enterprise either in the form of shares of stock of a corporation or otherwise, it will deposit with the Trustee in pledge hereunder such evidences of such common ownership. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such assignment or transfer, as permitted by this subdivision (*d*) of this Section 7, shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any lease, or interests therein, so assigned or transferred upon a certificate being furnished signed by the President, or a Vice-President, or Manager, and by the Secretary or an Assistant Secretary of the Company to the effect that the Company has assigned or transferred, or is about to assign or transfer, such lease or interests therein pursuant to the provisions of this subdivision (*d*) of this Section 7, and that such assignment or transfer is within the limitations specified in this subdivision (*d*) of this Section 7.

(*e*) The Company, or any Subsidiary Company, may, from time to time, without the consent of the Trustee, assign or transfer, for such consideration, if any, as it may determine, surface rights or portions thereof granted by any gas leases owned by the Company or any Subsidiary Company whenever in the judgment of the officers of the Company it is necessary or expedient for the carrying on of the business of the Company or any Subsidiary Company. The Trustee, however, shall, from time to time, and without further inquiry, in the event that any such assignment or transfer, as permitted by this subdivision (*e*) of this Section 7, shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any surface rights, or portions thereof, so assigned or transferred upon a certificate being furnished signed by the President, or a Vice-President, or Manager, and by the

Secretary or an Assistant Secretary of the Company to the effect that the Company has assigned or transferred, or is about to assign or transfer, such surface rights or portions thereof pursuant to the provisions of this subdivision (*e*) of this Section 7, and that such assignment or transfer is within the limitations specified in this subdivision (*e*) of this Section 7.

ARTICLE VII

Application of Money Received by the Trustee

Section 1.—So long as any Bonds of Series A are outstanding, all moneys received by the Trustee as proceeds of released property or of property taken by the power of eminent domain or as insurance money (except as otherwise provided in Section 9 of Article III hereof), and all moneys received by the Trustee of the nature described in Section 4 of Article IX hereof, shall be held by the Trustee and shall be paid over by the Trustee (unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII shall have occurred, and in either case be then continuing) to or upon the order of the Treasurer or Assistant Treasurer of the Company to reimburse the Company for moneys expended by it since December 31, 1931 (or in the case of any Subsidiary Company hereafter acquired, since the date of acquisition), and irrespective of whether expended prior or subsequent to the receipt of such money by the Trustee, or the release or taking of property, proceeds of which make up or are included in such money.

(*a*) For the replacement of property destroyed by fire or other casualty (to the extent that insurance moneys are in the hands of the Trustee), upon receipt by the Trustee of a certified copy of a resolution of the Board of Directors of the Company requesting such payment and a statement signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, stating with reasonable detail the amount of expenditures made for such replacement, and that the replaced property has been acquired by the Company or the Subsidiary Company which owned the property destroyed, and that the replaced property is subject to no lien other than that to which the destroyed property was subject; or

(*b*) For the acquisition by the Company or a Subsidiary Company of gas acreage or other additional property, or the making of extensions, additions or improvements, of the nature which might be made the basis for the issuance of Residue Bonds, pursuant to Subdivisions 1 or 2 of Section 4 of Article II; provided, however, that in case any Subsidiary Company in which the Company has less than a 95% interest, shall acquire any gas acreage or other additional property or make any improvements, extensions or additions, the Company shall be credited with only such percentage of the cost as is equal to the percentage of the interest of the Company in such Subsidiary Company computed as provided in Section 3 of Article II; or

(*c*) For the acquisition by the Company or a Subsidiary Company of securities which might be the basis for the issuance of Residue Bonds, pursuant to Subdivision 3 of Section 4 of Article II; or

(*d*) For the acquisition by the Company of Texoma Bonds which might be made the basis for the issuance of Residue Bonds, pursuant to Subdivision 4 of Section 4 of Article II, of a principal amount at least equal to the amount of cash requested in respect of the acquisition of such bonds;

Provided, however, that cash received by the Trustee as proceeds of the release of any property upon which this Indenture is a direct first lien (or subject only to current taxes, Farm Mortgages and Other Liens affecting rights of way and/or Farm Mortgages affecting gas acreage) shall be withdrawn by the Company from the Trustee only to reimburse the Company for the cost of gas acreage or other additional property or extensions, improvements, or additions of the nature described in Subdivisions 1 and 2 of Section 4 of Article II, acquired or made by the Company, upon which this Indenture is a direct first lien (or subject only to liens of the character hereinabove specified); and the statement required by Paragraph A below mentioned shall in every case state that the application in connection with which the particular statement is being furnished is in compliance with this proviso;

Provided, however, that no cash shall be paid to the Company to reimburse it for expenditures of the nature specified in Clauses (*b*), (*c*) or (*d*) above until the Trustee shall have received a certified copy of a resolution of the Board of Directors of the Company requesting such payment and

(1) In the case of the withdrawal of cash for the purposes specified in Clause (*b*) above:

A. A statement signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company stating with reasonable details of actual cost and principal subdivisions of plant account to which such cost has been charged, that since December 31, 1931 (or in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition), the Company or a subsidiary Company has acquired or constructed gas acreage or other additional property, improvements, extensions or additions of the nature described in Subdivisions 1 and/or 2 of Section 4 of

Article II as to which reimbursement is being requested, and stating that such property does not include any of the nature described in Clauses (*a*), (*b*), (*c*), (*d*), (*e*) and (*f*) of Section 4 of Article II, and stating further that neither the Company nor any Subsidiary Company has been reimbursed for any part of such actual cost in Bonds issued under this Indenture, or, in the alternative, stating to what extent the Company or any Subsidiary Company has been so reimbursed; and, in the case of expenditures for gas acreage or other additional property, improvements, extensions or additions of a Subsidiary Company in which the Company has at least a 95% interest, stating further that the Company has at least a 95% interest (as such term is defined in Section 3 of Article II) in such Subsidiary Company; and, in the case of expenditures for gas acreage or other additional property, improvements, extensions or additions of a Subsidiary Company in which the Company has less than a 95% interest, stating further the percentage of the interest of the Company in such Subsidiary Company computed in accordance with Section 3 of Article II and showing that the amount of cash requested does not exceed the amount permitted to be paid out under Clause (*b*) of this Section 1.

B. Such instruments of conveyance, assignment and transfer as may be necessary in the opinion of counsel (who may be counsel to the Company) selected by the Company and approved by the Trustee, to vest in the Trustee to hold as part of the mortgaged property hereunder all the right, title and interest of the Company in and to the property, the cost of which is included in the statement referred to in the preceding Paragraph A, or the opinion of such counsel that no such instruments are necessary for such purpose;

C. The opinion of counsel (who may be counsel for the Company) selected by the Company and approved by the Trustee, to the effect that the Company or a Subsidiary Company has title to such property subject to no deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Indenture, except current taxes and Farm Mortgages and Other Liens affecting rights of way and Farm Mortgages affecting gas acreage;

(2) In the case of the withdrawal of cash for the purposes specified in Clause (*c*) above:

D. A statement signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company stating that since December 31, 1931 (or in the case of Subsidiary Companies which became such subsequent to the execution and delivery hereof, after the date of acquisition), the Company or a Subsidiary Company in which the Company has at least a 95% interest, has acquired shares of stock, bonds, notes or other obligations (hereinafter called securities) of any corporation not theretofore a Subsidiary Company and which upon such acquisition has become a Subsidiary Company, and stating the actual cost thereof, and stating further that such securities do not include any described in Clauses (*a*), (*b*), (*c*), (*d*), (*e*) and (*f*) of Section 4 of Article II, and stating further that neither the Company nor any Subsidiary Company has been reimbursed for any part of such actual cost in Bonds issued under this Indenture, or in the alternative stating to what extent the Company or any Subsidiary Company has been so reimbursed, and stating further the amount of outstanding stock of all classes of the corporation whose securities have been acquired and the nature of the business of such corporation, and showing that the same has or simultaneously will become a Subsidiary Company, as such term is defined in Section 3 of Article II.

E. The securities against the acquisition of which such moneys are requested to be paid, together with such instruments of transfer thereof, duly executed, as may be necessary in the opinion of counsel (who may be counsel for the Company) selected by the Company and approved by the Trustee, to vest the title to such securities in the Trustee free and clear of all liens prior to the lien of this Indenture, together with the opinion of such counsel to the effect that they have examined such securities and all proceedings relative to their issue, and that such securities have been properly authorized and executed, and that the corporation issuing such securities is validly organized and has corporate power to issue the same, and that such securities have been validly issued, and that the amount of outstanding stock of all classes of such corporation is as stated in the statement required to be furnished in accordance with Paragraph D.

(3) In the case of the withdrawal of cash for the purposes specified in Clause (*d*) above:

F. A statement signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company stating that after December 31, 1931, the Company has acquired a specified principal amount of additional Texoma Bonds (as defined in the Granting Clauses of this Indenture), and that such additional bonds do not include any of the nature described in Clauses (*a*), (*b*), (*c*), (*d*), (*e*) and (*f*) of Section 4 of this Article, and stating further that none of such additional bonds has theretofore been made the basis for the authentication and delivery of Bonds under this Indenture.

G. The Texoma Bonds in respect of which such moneys are requested, together with such instruments of transfer thereof, duly executed, as may be necessary in the opinion of counsel (who may be counsel to the Company) selected by the Company and approved by the Trustee, to vest the title to such Texoma Bonds in the Trustee, free and clear of all liens prior to the lien of this Indenture, together with the opinion of such counsel to the effect that they have examined such Texoma Bonds and all proceedings relative to their issue, and that such Texoma Bonds have been properly authorized and executed and validly issued, that Texoma Natural Gas Company has valid title to the property which it purports to own, free and clear of all liens and encumbrances, other than current taxes, Farm Mortgages and Other Liens affecting rights of way, Farm Mortgages affecting gas acreage, and the lien of the Indenture securing the Texoma Bonds then being pledged.

In all cases in which the sum requested for any of the purposes specified in Clauses (*b*) or (*c*) above exceeds $250,000, there shall also be furnished to the Trustee a report of an appraiser or appraisers (who may be in the employ of the Company) who shall be approved by the Trustee and whose compensation shall be paid by the Company appraising the property for the reimbursement of the cost of which payment has been requested, which appraisal shall show the value of such property over and above the principal amount of all indebtedness secured by lien upon such property prior to the lien hereof, to be not less than the amount of the payment requested.

Section 2.—The resolutions and certificates, and the instruments and opinions hereinbefore in this Article provided for, shall be full authority to the Trustee for the payment of any moneys as requested therein, and the Trustee may conclusively rely upon the truth of any statement made in any such resolution, certificate, instrument or opinion, whether such statement be required by any provision of this Article or be voluntarily made; but before making any such payment the Trustee may, in its discretion, cause to be made such independent investigation as it may see fit, and the reasonable expense thereof shall be paid by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate of six per cent. per annum.

SECTION 3.—Any such moneys in the hands of the Trustee, and not theretofore paid over or requested to be paid over to reimburse the Company as aforesaid shall, on the election and in accordance with the request of the Company evidenced by a copy of a resolution certified to have been adopted by its Board of Directors, be applied by the Trustee to one or more of the following purposes as specified in such request:

(1) To the purchase (upon tender or in the open market or at private sale or upon any exchange or in any one or more of said ways, according as the Company may specify in such request, or, in the absence of such specification, according as the Trustee in its uncontrolled discretion may determine) of Bonds of any one or more series issued and outstanding hereunder at not exceeding their respective redemption prices, if any, in force at the time of purchase, or their principal amount and accrued interest in the case of series for which no redemption price has been fixed; or

(2) To the redemption of Bonds of any one or more series issued and outstanding hereunder, in accordance with the provisions of Article IV of this Indenture, or of any indenture supplemental hereto which may prescribe terms of redemption of future series.

Any such moneys in the hands of the Trustee for a period in excess of two years and not theretofore paid over to reimburse the Company as aforesaid, or applied to the purchase or redemption of Bonds as aforesaid, shall be forthwith applied by the Trustee to the redemption of Bonds of the different series issued hereunder in proportion, as near as may be, to the amount of Bonds of the different series outstanding at the time. With respect to Bonds of Series A such redemption shall be in the manner set forth in Section 7 of Article IV.

Upon the retirement of all of the Bonds of Series A, any of the moneys received by the Trustee as hereinabove in Section 1 of this Article described may be paid to or upon the order of the Company upon the receipt by the Trustee of such other certificates, resolutions or statements as may be required by the terms of any indenture hereafter authorized supplemental hereto.

ARTICLE VIII

Remedies upon Default

Section 1.—In case, so long as any Bonds of Series A are outstanding, one or more of the following events, herein termed Events of Default, shall happen, that is to say,

(*a*) default shall be made in the payment of any instalment of interest on any of the Bonds when the same shall become payable, as therein and herein expressed, and such default shall continue for sixty days; or

(*b*) default shall be made in the payment of the principal of any of the Bonds when the same shall become due and payable, either at maturity, by call for redemption, by declaration or otherwise; or

(*c*) default shall be made in the payment of any instalment of the Sinking Funds herein or in any supplemental indenture provided for, and shall continue for sixty days; or

(*d*) default shall be made in the observance of any of the covenants, agreements or conditions on the part of the Company in the Bonds or in this Indenture expressed and the Company shall not remedy such default within ninety days after written notice of such default shall have been served upon the Company by the Trustee which shall serve such notice at the request of the holders of five per cent. in amount of the Bonds of Series A then outstanding; or

(*e*) default shall be made (1) in the payment of any instalment of interest upon any bond or obligation secured by a lien prior hereto on any part of the property or plants of the Company or any Subsidiary Company, other than bonds or obligations pledged hereunder or (2) in the payment of the principal of any bond or obligation, the payment of the principal or interest of which is so secured, and any such default shall continue for sixty days; provided, however, that such non-payment shall not constitute a default if the funds to pay such interest and/or principal shall have been deposited with the Trustee, nor so long as the Company or such Subsidiary Company shall in good faith contest the validity of the claim or demand and stay the execution thereof; or

(*f*) default shall be made (1) in the payment of any interest upon indebtedness of any Subsidiary Company, other than indebtedness pledged hereunder, or (2) in the payment of the principal of any such indebtedness, and any such default shall continue for sixty days provided, however, that such non-payment shall not constitute a default if the funds to pay such interest and/or principal shall have been deposited with the Trustee, nor so long as such Subsidiary Company shall in good faith contest the validity of the claim or demand and stay the execution thereof; or

(*g*) the Company or any Subsidiary Company shall be adjudged bankrupt or insolvent, or a receiver by reason of insolvency or bankruptcy shall be appointed of any substantial part of the property of the Company or any Subsidiary Company and not be dismissed within sixty days after appointment; or

(*h*) a receiver, other than by reason of insolvency or bankruptcy, shall be appointed of the property of the Company or any Subsidiary Company, and shall not be dismissed within sixty (60) days after appointment, and the declaration in writing delivered to the Trustee by thirty-five per cent. (35%) in principal amount of the Bonds of Series A then outstanding hereunder that the appointment of said receiver constitutes a default; or

(*i*) the Company or any Subsidiary Company shall file a petition for voluntary bankruptcy or make a general assignment for the benefit of all creditors; or

(*j*) final judgment for the payment of money shall be rendered against the Company or any Subsidiary Company and it shall not discharge the same or cause it to be discharged within sixty days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, passed or entered or shall not otherwise be contesting the same; or

(*k*) an event of default as defined in any indenture supplemental hereto.

then, the Trustee may (if in the case of an Event of Default described in (*h*), (*j*) or (*k*) and if the default is occasioned by a Subsidiary Company, then only if the value of the interest of the Company in such Subsidiary Company exceeds $5,000,000) in its discretion, and shall, upon request in writing by the holders of 25% in principal amount of all Bonds then outstanding under this Indenture, including therein 25% in principal amount of Bonds of Series A then outstanding, declare the principal of all the Bonds, if not already due, to be forthwith due and payable, and upon such declaration the same shall become due and payable immediately. This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable and before the recovery by the Trustee of final judgment or decree under this Indenture, all arrears of interest upon all of the Bonds, with interest on overdue instalments of interest at the rates which the respective series bear, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, shall be paid by the Company, and all other defaults under the Bonds or any of them, or under this Indenture shall be made good to the satisfaction of the Trustee, then and in such case the holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 2.—Upon the happening of any event of default specified in the preceding Section 1 of this Article VIII, then and in each and every such case, such default subsisting, the Trustee personally or by agents or attorneys, may enter into and upon all or any part of the premises, lands, rights, interests and other property hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Company, its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said property and the entire trust estate, and conduct the business, either personally or by its superintendents, managers, receivers, agents and servants or attorneys, either in their names or otherwise as they shall deem best, and may in like manner, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, maintain and restore and insure or keep insured, in the same manner and to the same extent as is usual in companies in the same or similar lines of business as that of the Company, the property whereof it shall have been possessed as aforesaid, and make all necessary or proper repairs, renewals and replacements, useful alterations, additions, betterments and improvements thereto and thereon, as to the Trustee may seem judicious. The Trustee likewise shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of, or arising out of the operation or management of, the trust estate and every part thereof; and after deducting the expenses of operating the trust estate, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the trust estate, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employees by it engaged and employed and its counsel, the Trustee shall apply the moneys arising as aforesaid as follows:

(*a*) In case the principal of the Bonds shall not have become due, to the payment of interest, if any, in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rates which the respective series bear; such payments to be made ratably to the persons entitled thereto, without discrimination or preference (save and except, however, as otherwise provided with regard to extended, transferred or pledged coupons in Article X of this Indenture);

(*b*) In case the principal of the Bonds shall have become due, by declaration or otherwise, first to the payment of the accrued interest, in the order of the maturity of the instalments, with interest on the overdue instalments thereof at the rates which the respective series bear, and next to the principal of the Bonds together with interest on the overdue principal at the same rate; in every instance such payment to be made ratably to the parties entitled to such payments without any discrimination or preference whatsoever (save and except, however, as otherwise provided with regard to extended, transferred or pledged coupons in Article X of this Indenture).

In case of the happening of an event of default specified in Section 1 of this Article VIII, the Trustee, such default subsisting, shall be entitled to vote on all shares of stock then subject to this Indenture, and, for the benefit of the holders of the Bonds hereby secured, shall be entitled to collect and receive all dividends on the shares of stock that shall then be subject to this Indenture, and all sums payable for principal, interest or otherwise upon any bonds or obligations that shall then be subject to this Indenture, and to apply as hereinbefore in this Section provided the net moneys received; and, as holder of any such shares of stock and of any such bonds or obligations, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions, or other instruments, for the purpose of carrying out the provisions of this Section; but in the event that a receiver of any property upon which this Indenture is a direct lien shall have been appointed and shall be in possession thereof, the Trustee from time to time, in its discretion may, and if requested by the holders of a majority in amount of the Bonds hereby secured, it shall, turn over any part or all of the interest moneys and cash dividends declared and paid out of current earnings, so collected by it, to such receiver, and may co-operate with such receiver in managing and operating the entire properties of the Company in such manner as the Trustee shall deem for the best interests of the holders of the Bonds hereby secured.

In case all of said payments shall have been made in full and no suit to foreclose or enforce this Indenture shall have been begun or sale made, as hereinafter provided, the Trustee, after making such provision as to it may seem advisable for the payment of the next semi-annual installments of interest to fall due upon the Bonds, and for the next payments to be made to the Sinking Funds, may in its discretion restore the possession of the property hereby conveyed to the Company, its successors and assigns, provided that if any of the events of default specified in Section 1 of this Article VIII shall subsequently happen, such restoration to the Company shall not, nor shall any previous entry by the Trustee be construed to exhaust or in any manner impair the powers of entry or sale or any powers hereby granted to or conferred upon said Trustee.

Section 3.—In case of an Event of Default hereunder, it shall be lawful for the Trustee, by such officer or agents as it may appoint, with or without entry, to sell to the highest bidder all and singular the property which then shall be held by the Trustee or in any manner shall be subject to this Indenture, as an entirety or in such lots or parcels as the holders of a majority in principal amount of the Bonds secured hereby shall in writing request or, in the absence of such request, as the Trustee may determine, and at any such place or places and at such time or times and upon such notice and terms as the Trustee may fix and specify and as may be required by law. In case of the sale of any of the property subject to this Indenture or any of the securities and/or shares of stock of any Subsidiary Company, notice of such sale shall first be given by publication in at least one daily newspaper published in the municipality in which the sale is to be made, at least once a week beginning on any day of the week for eight successive weeks next preceding such sale, and by like publication in at least one daily newspaper published in the Borough of Manhattan, in the City of New York, and any other notice which may be required by law, and from time to time the Trustee may adjourn such sale in its discretion by announcement at the time and place appointed for such sale or for such adjourned sale or sales without further notice except such as may be required by law, and upon such sale may make and deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same, which sale, as likewise any sale made under this Indenture by virtue of any judicial proceedings, shall be a perpetual bar, both at law and in equity, against the Company and all persons and corporations claiming or to claim by, through or under it.

Section 4.—In case of an Event of Default hereunder, the Trustee, such default subsisting, shall have the right and power to take appropriate judicial proceedings for the protection and enforcement of its rights and the rights of the bondholders hereunder and may either after entry, as hereinbefore provided, or before entry or without entry, proceed by suit or suits at law or in equity or by any other appropriate remedy, to enforce payment of the Bonds hereby secured and to foreclose this Indenture and to sell the mortgaged premises and all property covered by this Indenture under the judgment or decree of a court or courts of competent jurisdiction, and it shall be obligatory upon the Trustee to take action either by such proceedings or by the exercise of its powers with respect to entry or sale as it may determine, (*a*) upon being requested so to do by the holders of twenty-five per cent. in interest of the Bonds hereby secured and then outstanding, and upon being indemnified as hereinafter provided, in any case of any Event of Default, or (*b*) upon being requested so to do by the holders of fifty per cent. in interest of any series of the Bonds hereby secured and then outstanding and upon being so indemnified in case of any of the Events of Default numbered (*a*), (*b*) and (*c*) of the Events of Default mentioned in Section 1 of this Article. No bondholder or bondholders shall be entitled to institute any action, suit or proceeding whatsoever hereunder, nor to institute any suit, action or proceedings upon or in respect of any of the Bonds or coupons hereby secured, except in case of refusal or neglect of the Trustee to act after such continued breach and such request and tender of indemnity as aforesaid; and it is expressly declared and intended that no one or more bearers or registered owners of Bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right by virtue of the provisions hereof, except in the manner herein provided, and that all proceedings hereunder, at law or in equity, shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all bearers and registered owners of such outstanding Bonds and coupons. Nothing in this Section or elsewhere in this Indenture or in the Bonds or in the coupons attached thereto shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay the principal and interest of the Bonds to the respective bearers and registered owners of the Bonds and to the respective bearers of the coupons attached thereto, at the respective due dates in such Bonds and coupons stated, nor affect or impair the right of action, which is also absolute and unconditional, of such bearers or registered owners to enforce such payment.

Section 5.—No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 6.—Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the Bonds hereby secured and then outstanding, from time to time, shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken for any sale of the mortgaged property, or for the foreclosure of this Indenture, or for the appointment of a receiver, or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof.

Section 7.—In case of an Event of Default hereunder, and upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders, the Trustee, as a matter of right, shall be entitled to the appointment of a receiver of the property hereby mortgaged, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.—Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, the principal of all Bonds then outstanding and secured hereby, if not previously due, shall at once become and be due and payable.

Section 9.—Upon any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, any bondholder or bondholders or the Trustee may bid for and purchase the mortgaged property, and upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its, his or their own absolute right without further accountability; and any purchaser at any such sale may, in payment of the purchase money, turn in any of said Bonds and coupons hereby secured in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, subject, however, to the provisions with respect to extended and pledged coupons contained in Article X of this Indenture. Said Bonds and coupons, in case the amount so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being properly stamped to show partial payment.

Section 10.—Upon any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, the receipt of the Trustee or of the officer making a sale under judicial proceedings shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or non-application thereof.

Section 11.—The proceeds of any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, together with any other sums which may then be held by the Trustee under any of the provisions of this Indenture as part of the trust estate, or the proceeds thereof (except sums held by the Trustee for the payment or redemption of any particular Bonds or coupons then outstanding), shall be applied as follows:

First.—To the payment of all costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents and attorneys, and of all other sums payable to the Trustee hereunder by reason of any expenses, liabilities or advances made by it.

Second.—To the payment of the whole amount then owing and unpaid upon the Bonds hereby secured for principal and interest, with interest at the rates which the respective series bear on the overdue principal and instalments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest (save and except, however, as otherwise provided with regard to extended, transferred or pledged coupons in Article X of this Indenture).

Third.—Any surplus then remaining to the

Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

SECTION 12.—In case of an Event of Default, as aforesaid, neither the Company nor any one claiming through or under it shall or will set up, claim or seek to take advantage of any appraisements, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any property subject to the lien hereof may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof immediately after such sale, of the purchaser or purchasers thereat, and the Company for itself and all who may claim through or under it hereby waives the benefit of all such laws, and further waives any and all right to have the estate comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety.

SECTION 13.—No waiver of any default hereunder, whether by the Trustee or the bondholders, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 14.—In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder with respect to the mortgaged property, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 15.—No delay or omission of the Trustee, or of any holders of Bonds hereby secured, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture to the Trustee, or to the bondholders, may be exercised, from time to time, and as often as may be deemed expedient by the Trustee, or by the bondholders.

SECTION 16.—Upon the completion of any sale or sales under this Indenture, the Trustee shall transfer and deliver or cause to be transferred and delivered to the accepted purchaser or purchasers the property so sold. The Trustee and its successors hereby are appointed the true and lawful attorneys irrevocable of the Company in its name and stead to make all necessary transfers of property thus sold, and for that purpose it or they may execute all necessary instruments of assignment and transfer, the Company hereby ratifying and confirming all that its said attorneys shall lawfully do by virtue hereof.

SECTION 17.—In case, so long as any Bonds of Series A are outstanding

(1) default shall be made in the payment of any instalment of interest on any Bond or Bonds at any time outstanding, and such default shall continue for a period of sixty days; or

(2) in case default shall be made in the pay-

ment of the principal of any of the Bonds when the same shall become payable, whether upon maturity of the Bonds, or upon call for redemption or upon declaration as authorized by this Indenture or upon a sale as provided in Section 8 of this Article; or

(3) default shall be made in the payment of any instalment of the Sinking Funds herein or in any supplemental indenture provided and shall continue for sixty days;

then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Bonds, and coupons then outstanding, the whole amount that then shall have become due and payable on all such Bonds and coupons then outstanding, for interest or principal, or will pay to the Trustee the amount of any and all payments due in respect of the Sinking Funds, as the case may be, with interest at the rates of the respective series upon the overdue principal and instalments of interest; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee, its agents, attorneys and counsel and any expenses or liabilities incurred by the Trustee hereunder; and, in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid and to file and prove claims against unmortgaged assets of the Company or otherwise.

The Trustee shall be entitled to recover judgment and to file and prove claims as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and the right of the Trustee to recover such judgment and to file and prove claims shall not be affected by any sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and in the case of a sale of the trust estate, and of the application of the proceeds of sale to the payment of the debt, the Trustee, in its own name, and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment upon property subject to the lien of this Indenture, or upon any other property, and no filing or proving of any claim, shall in any manner or to any extent affect the lien of the Trustee upon the trust estate or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the Bonds, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section (except any moneys collected in respect of the Sinking Funds) shall after deduction therefrom of all the Trustee's expenses and liabilities, if any, incurred in connection with such collection be applied by the Trustee towards payment of amounts then due and unpaid upon the Bonds and coupons respectively, ratably, and without any preference or priority of any kind, except as provided in Article X, according to the amounts due and payable upon the Bonds and coupons respectively, at the time fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons, and stamping thereon such payment if only partial, and canceling the same when fully paid.

Any moneys collected by the Trustee under this Section in respect to the Sinking Funds shall in the case of Bonds of Series A be applied by the Trustee to the purchase and redemption of Bonds in the manner set forth in Section 7 of Article IV and as to Bonds of other series shall be applied by the Trustee to the purchase or redemption of Bonds of such series in the manner specified in the Sinking Funds of the respective series.

Section 18.—Whenever the Company shall deem such course expedient for the better protection or security of the Bonds (although then no event of default shall have happened), the Company, with the consent of the Trustee, may surrender or deliver to the Trustee full possession of the whole or of any part of the premises, lands, property, rights and interests conveyed or assigned hereby or pursuant hereto, or intended so to be. In such event, the Trustee shall enter into and upon and take possession of the premises, lands, property, rights and interests so surrendered and delivered, for such period, fixed or indefinite as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession though beyond the expiration of any such fixed period; and the Trustee, from the time of its said entry and possession, shall work, maintain, use, manage, control and employ the same and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article VIII. Upon application of the Trustee, and with the consent of the Company if no event of default shall have happened, a receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of the trust estate, and the Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situated.

SECTION 19.—All rights of action under this Indenture, or under any of the Bonds or coupons, may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof on any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall (except as provided in Article X hereof) be for the ratable benefit of the bearers and registered owners of the Bonds and coupons.

ARTICLE IX

CONCERNING PLEDGED SECURITIES

SECTION 1.—The Company agrees to deliver or cause to be delivered to the Trustee all bonds, notes or other obligations, and all certificates for shares of stock of corporations pledged or agreed to be pledged hereunder either hereby or by any other instrument or instruments immediately upon the receipt thereof by it (herein referred to as securities); provided, that a sufficient number of shares to qualify directors may be retained by the Company and the Subsidiary Companies, but in no case, however, shall an amount of stock be so retained sufficient to reduce the amount of the stock in any Subsidiary Company held by the Trustee to less than an amount necessary to constitute such corporation as a Subsidiary Company. All certificates for shares at the time of the delivery thereof shall be duly endorsed for transfer and accompanied by any transfer stamps required by law to effect the transfer thereof. The Trustee shall transfer into its name as Trustee, or into the name or names of its nominee or nominees, any or all such shares of stock pledged hereunder (except qualifying shares) and may cause all or any securities held by it hereunder to be registered in its name or in the name of its nominee or nominees, but the Trustee may in its discretion cause such shares of stock to be transferred into the name of the Company or into the name or names of the nominee or nominees of the Company.

The Trustee shall be under no obligation to accept a certificate for any shares of stock, or any security of any corporation, or to cause or permit a transfer thereof to be made to it, if, in the opinion of the Trustee, such acceptance or transfer will involve or render it liable to be subjected to any liability or expense, unless the Trustee be indemnified to its satisfaction for so doing.

Section 2.—Unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing, the Company and the Subsidiary Companies pledging the same shall have the right, except as hereinafter limited, to vote any shares of stock pledged hereunder with the same force and effect as though such shares were not so pledged; and from time to time, in case said shares of stock pledged hereunder shall then be in the name of the Trustee or its nominee or nominees, the Trustee, upon the request of the Company, or the proper Subsidiary Company evidenced by a written request signed by its President or a Vice-President and its Secretary or an Assistant Secretary, shall execute and deliver, or cause to be executed and delivered to the

Company or such Subsidiary Company proper proxies for voting said stock.

Neither the Company nor any Subsidiary Company will use or vote or permit to be used or voted any stock pledged hereunder for any other purpose contrary to the covenants herein contained or otherwise inconsistent with the provisions or purposes of this Indenture.

Every power of attorney or proxy given to the Company or to any Subsidiary Company or its nominee or nominees pursuant to the provisions of this Indenture shall, at the election of the Company, either (*a*) specify as the purpose or purposes for which the same may be used, the purpose or purposes expressed in such request and be limited so as expressly to authorize only the casting of a vote or votes or the giving of a consent or consents for a purpose or purposes stated in the power of attorney or proxy, which shall be not inconsistent with the provisions of this Indenture, or (*b*) bear on its face the following statement: "The powers hereby conferred shall not be exercised for any purpose inconsistent with the provisions of the Indenture dated as of October 15, 1931, between Natural Gas Pipeline Company of America and The Chase National Bank of the City of New York." An opinion of counsel (who may be of counsel for the Company) that the purpose or purposes expressed in any power of attorney or proxy which the Trustee is requested to give in the form authorized by the foregoing clause (*a*) are not inconsistent with the provisions of this Indenture, shall be full protection to the Trustee in giving such power of attorney or proxy.

Section 3.—Unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing, the Company or the proper Subsidiary Company shall be entitled to receive all interest or dividends paid out of earnings on pledged securities (exclusive of profits realized from the sale of property other than current assets, including stores and supplies and gas as current assets) except that in the case of interest or dividends paid by a Subsidiary Company hereafter acquired the Company or the proper Subsidiary Company shall be entitled to receive only interest or dividends paid out of earnings derived since the date of acquisition; and from time to time upon the request of the Company the Trustee shall forthwith deliver to it, as they mature, the coupons for such interest in order that the Company may receive payment thereof for its own use, and shall deliver to the Company, if necessary, suitable orders in favor of the Company or its nominee or nominees for the payment of such interest and dividends, and the Company may collect such interest and dividends, and the Trustee shall at once pay over to the Company any such interest or dividends which may have been collected or received by it.

The Trustee shall be entitled to assume that any interest received by it on any security, claim or indebtedness, or any dividend received on any share of stock, is paid out of earnings which the Company or the proper Subsidiary Company is entitled to receive, unless it is notified in writing to the contrary by holders of ten per cent. in principal amount of the Bonds outstanding and in the absence of any such written notification it shall be conclusively presumed, as between the Trustee and the bondholders, that the Trustee in making any payments thereof to the Company acted in good faith.

Section 4.—The Trustee shall be entitled to receive all moneys paid on account of the principal of any securities held in pledge by it (other than moneys paid on account of the principal of or interest on Texoma Bonds pursuant to Section 12 of this Article IX) and all stock dividends on any shares of stock so held in pledge, and all cash dividends, other than dividends which the Company or the proper Subsidiary Company is entitled to receive pursuant to Section 3 on any shares of stock so held in pledge, and all moneys at any time payable in respect of shares of stock, so held in pledge, derived from any sale of the property of such company on foreclosure, or on dissolution or liquidation thereof, or upon any proceeding in condemnation, or from any other source except as provided in Section 3 of this Article. The moneys so received by the Trustee shall be held and disposed of by the Trustee subject to the terms of Article VII hereof. The shares of stock so received shall be held by the Trustee in pledge hereunder.

Section 5.—Unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing, the Trustee, upon the written request of the Company, shall consent to the extension or renewal of any securities at a lesser or higher rate of interest which may then be held by the Trustee in pledge hereunder, and shall consent to the extension or renewal of any mortgages or liens securing such securities; but if one or more of the defaults enumerated in Clauses (*a*), (*b*) and (*c*) of said Section or of the Events of Default enumerated in said Section exists and has continued as aforesaid, the Trustee may give such consent without the request of the Company; and, in any case, the Trustee, in so far as it legally may, shall do and perform all acts and things which may be requisite and necessary to give effect to any such renewal or extension so consented to, including the delivery and exchange of pledged securities or the presentation of the same for appropriate endorsement; and the Trustee, upon the written request of the Company, may consent to the exercise by the Company of any other right, power or remedy, with respect to such securities, to which the Company may be entitled as owner thereof, including the cancellation of any securities, or shares of the stock of a Subsidiary Company which has conveyed its property to the Company, or any Subsidiary Company as permitted by Section 6 of this Article; provided that the exercise of such right, power or remedy, as requested by the Company, shall not be prejudicial to the Bonds hereby secured; and the Company covenants that in exercising any such right, power or remedy, if permitted so to do by the Trustee, it will not in any way act prejudicially to the interests or rights of the Trustee or the holders of the said Bonds.

Section 6.—Anything in this Indenture to the contrary notwithstanding, any Subsidiary Company may be merged or consolidated with, or all or any part of its property may be sold or conveyed to the Company or to any other Subsidiary Company in which the Company shall have at least a 95% interest, with the consent of the Trustee, provided, that the relative interest and control of the Company over the properties, securities or shares of stock involved in such transaction shall not be diminished by any such transaction.

Section 7.—If it any time, unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing, (*a*) there shall be promulgated any plan for the reorganization of any Subsidiary Company or other company the stock of which shall at the time be pledged hereunder or for the readjustment of the finances thereof, then, at the written request of the Company, the Trustee may deposit the certificates for the shares of stock or securities of such company, or any of them, under said plan and may become a party thereto; and in like manner, on like request, may make any exchange, substitution, cancellation, or surrender of securities and shares of stock required by any such reorganization or readjustment plan or for the purposes or the accomplishment of any merger, consolidation or sale authorized by this Indenture; and may take such action with respect to said shares of stock and securities so pledged hereunder, required by such plan of reorganization or readjustment, or for the accomplishment of such merger, consolidation or sale, as fully and to all intents and purposes as though it were the owner of said shares of stock and securities or (*b*) there shall be promulgated any such plan for the reorganization of any Subsidiary Company the stock of which shall not be pledged hereunder, then on such request, the Trustee may consent to such plan of reorganization; provided, however, that the relative interest and control represented by the shares of stock and securities so deposited shall not be diminished by such readjustment, reorganization, merger or consolidation, except with relation to the rights of parties (other than the Company or any Subsidiary Company) who may have assisted in financing the reorganization on condition that they be given rights prior to or on a parity with those of the former parties in interest.

While and so long as some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII, shall have occurred, and in either case be then continuing, the Trustee may exercise such powers by this Section granted to it, in its discretion, with respect to the shares of capital stock and securities pledged hereunder and charged with the lien hereof, without any such request from the Company.

SECTION 8.—The Trustee shall consent to any sale, merger, consolidation, or plan for reorganization of the kind mentioned in Sections 6 and 7 of this Article, if

(*a*) It shall have been advised by a person, firm or corporation selected and paid by the Company and in the Trustee's opinion disinterested and competent (who or which, in the case of any sale, merger or consolidation of the kind mentioned in Section 6, may be in the employ of the Company) that the relative interest and control of the Trustee over the property, securities, shares of stock, or companies respectively sold, merged, consolidated, or reorganized will not (except as permitted hereinafter in this Section) be diminished or impaired by any such transaction or event.

(*b*) It shall have been advised by counsel approved by it and paid by the Company, who may be counsel of the Company, that any such sale, lease, merger, consolidation, or reorganization proposed can be lawfully carried out in the manner proposed, and that the legal effect thereof will be to leave in the Company an interest and control over the property, securities, shares of stock, or companies involved in such transaction at least equal to that which it had before the occurrence of such transaction, except, in the case of any such reorganization, with relation to the rights of parties (other than the Company or any Subsidiary Company) who may have assisted in financing the reorganization on condition that they be given

> rights prior to or on a parity with those of the former parties in interest, and that the requirements of Section 6 of this Article have been complied with in the case of any sale, merger or consolidation of the kind described in said Section 6. Before the Trustee shall accept any shares of stock or securities in exchange or substitution for shares of stock or securities held by it before the occurrence of any such transaction, it shall receive the further opinion of such counsel that he has examined all of the proceedings connected with such transaction, and that in his opinion said shares of stock or securities offered in exchange or substitution have been validly issued and that the title of the Trustee thereto upon acceptance thereof will be at least as good as its title to the shares of stock or securities which it is called upon to surrender.

The Company covenants that on demand of the Trustee it forthwith will pay or will satisfactorily provide for all expenditures with interest, incurred by the Trustee under any of the provisions of this Section, including all sums required to obtain and perfect the ownership and title to any property which the Trustee shall purchase or shall cause or authorize to be purchased either at the request of the Company or where not more than ten per cent. of the price of such property shall be required to be paid in cash; and in any case, without impairment of or prejudice to any of its rights hereunder by reason of any default of the Company, the Trustee in its discretion may advance all such expenses and such other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee or by others at its request with interest thereon the Trustee shall have a lien under this Indenture in priority to the lien of the Bonds upon all of the trust estate.

SECTION 9.—Any new securities or shares of stock issued under any provision of this Article in exchange for securities or shares of stock subject to the lien hereof, shall be delivered to and held in pledge by the Trustee hereunder.

SECTION 10.—Wherever this Article provides for surrender of securities and/or stock by the Trustee, such provisions shall include the release by the Trustee of any of its rights therein or lien thereon, if such securities and/or stock are not in the possession of the Trustee.

SECTION 11.—If the Trustee, because of the assignment, transfer or deposit with it of any of the bonds then deposited hereunder, is entitled to take any action in accordance with the terms of any mortgage or deed of trust or trust agreement given to secure the bonds so assigned, transferred or deposited, it shall take such action as may from time to time be directed by the Company, provided, however, that in case of the happening of any one or more of the Events of Default enumerated in Section 1 of Article VIII of this Indenture, then at all times during the continuance of such Event of Default, the Trustee, unless otherwise instructed so to do by a writing or writings signed by the holder or holders of 51% of the Bonds then outstanding hereunder (the proof of the execution of any such instruction and of the ownership of the bondholders giving such instruction to be in accordance with the provisions of Article XI hereof) may advise with competent engineers to be selected and employed by it, and the reasonable expense therefor shall be paid by the Company, and the Trustee shall not be liable for anything done or suffered in good faith in accordance with the opinion of such engineers.

Section 12.—So long as any of the Bonds of Series A shall be outstanding and so long as the Company shall have complied with its covenant contained in Section 2 of Article V hereof with respect to the Sinking Fund for Bonds of Series A, the Trustee shall, from time to time, whenever directed by the Company, evidenced by a writing or writings signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, surrender to the trustee under the indenture securing the same, bonds of the Texoma Natural Gas Company pledged hereunder, for the purpose of cancellation in satisfaction of any sinking fund requirements under said indenture; and if at any time in connection with any such surrender and cancellation of such bonds, any moneys shall come into the hands of the Trustee hereunder, either on account of principal or interest of such bonds so surrendered for cancellation, such moneys shall forthwith upon receipt by the Trustee hereunder be paid to the Company.

Section 13.—In the event that the Company desires to modify its contract dated as of October 15, 1931, with Texoma Natural Gas Company, more fully described in the granting clauses hereof, otherwise than as permitted by Section 19 of Article III hereof, it may do so with the consent of the Trustee hereunder; and the Trustee shall consent thereto upon being instructed so to do by a writing or writings signed by holders of 51% of the Bonds then outstanding hereunder, the proof of the execution of any such instruction and of the ownership of the bondholders giving such instructions to be in accordance with the provisions of Article XI hereof and unless so instructed, the Trustee may advise with competent engineers to be selected and employed by it, and the reasonable expense therefor shall be paid by the Company, and the Trustee shall not be liable for anything done or suffered in good faith in accordance with the opinion of such engineers.

ARTICLE X

Coupons Pledged After Maturity

No coupon belonging to any Bond hereby secured which in any way at or after maturity shall have been transferred or pledged separate or apart from the Bond to which it relates, or which shall in any manner have been kept alive after maturity by extension or by the purchase thereof by or on behalf of the Company, shall be entitled in case of a default hereunder to any benefit of or from this Indenture except after the prior payment in full of the principal of the Bonds issued hereunder and of all coupons and interest obligations not so transferred, pledged, kept alive or extended.

ARTICLE XI

Evidence of Rights of Bondholders

Any request or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, or of the holding by any person of the Bonds or coupons appertaining thereto, shall be sufficient for any purpose of this Indenture if made in the following manner:

(*a*) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in any State, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(*b*) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the serial numbers thereof, held by such person, and the date of his holding the same, may be proven by a certificate executed by any trust company, bank, bankers or other depositary wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or had exhibited to such depositary, the Bonds described in such certificate. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered Bonds and Bonds registered as to principal shall be proved by the registry books as hereinbefore provided.

The Trustee shall not be bound to recognize any person as a bondholder unless and until his title to the Bonds held by him is proved in the manner in this Article XI provided.

The Trustee may deem any such holding of Bonds transferable by delivery to continue until it shall have received notice in writing to the contrary.

ARTICLE XII

Defeasance

If and when all the Bonds issued hereunder shall have become due and payable, either at maturity or when called for redemption in any manner, or by declaration or otherwise, the Company shall well and truly pay or cause to be paid the whole amount due on all Bonds and coupons then outstanding for principal and interest and premium, if any, or shall provide for such payment by depositing with the Trustee at any time at or before the date when such Bonds shall become due and payable the whole amount which will be due thereon for principal and interest and premiums, if any, or shall at any time deliver to the Trustee for cancellation all of the outstanding Bonds and coupons, and shall also pay or cause to be paid all other sums payable hereunder by the Company and shall keep, perform and observe all and singular the covenants and promises in said Bonds and in this Indenture expressed as to be kept, performed and observed by or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void and thereupon the Trustee shall, upon request and at the expense of the Company, cancel and discharge the lien of this Indenture and execute and deliver to the Company such deeds, releases or other instruments as shall be requisite or desirable to satisfy, discharge and release the lien hereof, and reconvey to it the estate and title hereby conveyed and assign and deliver to it any property subject to the lien of this Indenture which may then be in its possession. In such event, the Trustee shall be under no obligation to ascertain whether or not the Company has performed its covenants contained in any of the

Bonds or in this Indenture or in any supplemental indenture with respect to the reimbursement of taxes.

The Company may at any time surrender to the Trustee for cancellation, or in cancelled form, any Bonds of any series previously authenticated hereunder, together with all unmatured coupons thereto attached, which the Company may have acquired or possessed itself of in any manner whatsoever, and such Bonds, upon such surrender, and upon delivery to the Trustee of evidence of the payment or cancellation of all past due coupons pertaining to said Bonds, or cash sufficient for the payment of any thereof not so paid or cancelled, shall be deemed to be and shall be paid and retired.

ARTICLE XIII

Immunity of Stockholders, Officers and Directors

No recourse shall be had for the payment of any part of the Bonds or of the interest thereon or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bonds or coupons against any incorporator or any past, present or future stockholder, officer or director of the Company, as such, either directly or through the Company or otherwise, by virtue of any contract, constitution, statute or rule of law or by the enforcement of any assessment or otherwise; all such liability of incorporators, stockholders, directors or officers being expressly waived and released by the bearers and registered owners of the Bonds by the acceptance of the Bonds, and as a part of the consideration for the issue of the Bonds and being also expressly waived and released by the terms of this Indenture.

ARTICLE XIV

Effect of Merger, Consolidation, etc.

Section 1.—Nothing in this Indenture contained shall prevent any consolidation or merger of the Company with or into, or any conveyance, transfer or lease, subject to this Indenture, of all the mortgaged property, as an entirety, to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolida tion, merger, conveyance, transfer or lease shall be upon such terms as in no respect to impair the lien of this Indenture, or any of the rights or powers of the Trustee or the bondholders hereunder; and provided, further, that any such lease shall be made expressly subject to immediate termination by the Trustee at any time in case an Event of Default hereunder shall have occurred and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and that upon any such consolidation, merger, lease, conveyance or transfer, the due and punctual payment of the principal and interest of all of said Bonds according to their tenor, and the due and punctual performance and observance of all the terms, covenants and conditions of this Indenture to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all the property subject to this Indenture as an entirety, as aforesaid (herein referred to as a successor corporation), by an indenture supplemental hereto in form satisfactory to the Trustee and to which the Trustee shall be a party, provided, however, that a lessee shall not be required to assume obligations to be performed after the term of the lease.

Such supplemental indenture need not, however, contain a grant by such successor corporation of its property unless it is sought to issue further Bonds hereunder as provided in Section 2 of this Article, but, if it does not contain a grant, as further security for all Bonds secured hereby, of all its property then owned or thereafter acquired, it shall contain:

(*a*) A grant by such successor corporation confirming the lien of these presents and subjecting to the lien hereof as a first lien, or as a lien subject only to liens affecting the property of the Company before the consolidation, merger, sale, conveyance, or transfer, and necessarily applying thereto, all repairs, renewals, replacements, substitutions, alterations, betterments and improvements upon, of and for the property subject to the lien hereof;

(*b*) A covenant and stipulation by such successor corporation that all property thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the upkeep of the property subject to the lien hereof, or of any other covenant hereof, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of these presents;

(*c*) A covenant and stipulation by such successor corporation to keep the property subject to the lien hereof as far as practicable readily identifiable.

Such supplemental indenture shall in any case stipulate that the Trustee shall not be taken impliedly to waive thereby any rights it would otherwise have.

Section 2.—In case the Company, pursuant to Section 1 of this Article, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the lien of this Indenture, all the mortgaged property, as an entirety, and in case the corporation resulting from such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer, as aforesaid, shall execute and cause to be recorded an indenture with the Trustee, satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay the principal and interest of the Bonds issued hereunder and secured hereby in accordance with the provisions of said Bonds and coupons and this Indenture, and shall grant and mortgage as further security for said Bonds all property then owned or thereafter to be acquired by it (except that the grant and mortgage of rents, royalties, issues, profits, other income, current assets, interests and rights in oil and/or gas leases, oil and/or gas production, equipment and appliances used for the drilling, development and production of oil and/or gas may be limited or postponed in the same manner as the grant and mortgage thereof has been limited and postponed by this Indenture), and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding upon the Company, thereupon such corporation shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the Company, and the successor corporation thereupon and not otherwise may cause to be signed, issued and delivered, any or all such Bonds which shall not theretofore have been signed by the Company and authenticated by the Trustee, and upon the order of the successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this

Indenture prescribed, touching the authentication and issuance of Bonds, the Trustee shall certify and deliver any of such Bonds which shall have been previously signed and delivered by the officers of the Company to the Trustee for authentication, and any of such Bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed and delivered to the Trustee for such purpose. All the Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been issued at the date of the execution hereof.

The Company covenants that if Bonds are at any time issued in any new name, the Company will provide for the exchange of any Bonds previously issued for Bonds issued in any such new name, at the option of the holder and without expense to him, and this provision shall apply to the exchange of Bonds of one series for Bonds of another series issued in any new name.

The Trustee shall be furnished with a certificate of counsel (who may be of counsel to the Company) appointed by the Company and acceptable to the Trustee, which certificate the Trustee may receive as conclusive evidence that the provisions and conditions of the foregoing Sections 1 and 2, or either of them, of this Article have been complied with.

Section 3.—The word "Company" wherever in this Indenture contained shall include any successor corporation, and any order, certificate or resolutions of the Company or its Board of Directors or officers provided for in this Indenture may be made by the successor corporation, or by like officials of the successor corporation, provided, however, that the provisions of this Section shall not be deemed to subject to the lien hereof the property of such successor corporation acquired after it shall have become the successor of the Company, unless it shall have expressly agreed that such shall be the case, in the manner hereinbefore in this Article provided.

ARTICLE XV

The Trustee

Section 1.—The Trustee for itself and its successor or successors accepts the trusts of this Indenture and agrees to execute them upon the following terms and conditions, to which the parties hereto and the holders of the Bonds hereby secured mutually agree:

(*a*) The Trustee shall not be responsible for nor obligated to procure the recordation, registration or filing, or the re-recordation, re-registration or re-filing of this Indenture, or any additional or supplemental indenture.

(*b*) The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Company agrees, from time to time, to pay such compensation and reimburse it (with interest) for all expenses, including counsel fees, which it may reasonably and properly have incurred hereunder; and such charges and expenses of the Trustee and of its counsel shall be secured by the prior lien of this Indenture, and if the Company shall fail, neglect or delay to pay the same promptly, the Trustee may withhold the same from and out of the funds in its hands and from and out of the trust estate, prior to the payment therefrom, of or on account of any of the Bonds or coupons thereto belonging.

(*c*) The Trustee shall be under no obligation to recognize any person or persons, firm or corporation, as the holder or holders of any of the Bonds, or to do or refrain from doing any act pursuant to the request or demand of any person or persons, firm or corporation, professing or claiming to be such holder or holders of any of the Bonds, until such person or persons, firm or corporation, shall have produced the Bond or Bonds of which he, they or it claim to be the holder, or other evidence of such holding satisfactory to the Trustee as specified in Article XI hereof. The Trustee shall not be required to take any action in respect of any default hereunder, which in its opinion will be likely to involve it in expense or liability, or to take any action towards the execution or enforcement of the trusts hereby created, unless requested to take such action by an instrument in writing signed by the holders of not less than twenty-five per cent. (unless a different percentage be otherwise expressly stated in this Indenture) in principal amount of the Bonds then outstanding, and tendered reasonable security and indemnity against such expense and liability, anything herein contained to the contrary notwithstanding, nor shall the Trustee be under any duty to take any action under any provision of this Indenture which, in its opinion, is likely to involve it in expense or liability until it shall have received indemnity or security satisfactory to it (and whenever such indemnity or security is inadequate the Trustee may require further indemnity or security from time to time); and whenever reference is made in this Indenture to the furnishing or tendering of indemnity to the Trustee, such reference shall be deemed to refer to the provisions of this paragraph (*c*) of this Section 1; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not the Trustee shall take action with respect to such default, or whether or not it shall take action without such request or indemnity.

(*d*) The Trustee may exercise its powers and perform its duties by and through, and may secure and employ in and about the execution of the trusts hereby created, attorneys, appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed a part of the expenses of the Trustee, and the Trustee shall not be answerable for the default or misconduct of any attorney, appraiser, accountant, agent or other employee selected or employed by it in pursuance hereof, if such attorney, appraiser, accountant, agent or other employee shall have been selected with reasonable care. The Trustee shall be liable only for gross negligence or wilful or intentional default in the execution of any duty or trust under this Indenture.

(*e*) The Trustee shall not be responsible in any manner whatsoever for the recitals herein or in the Bonds or the appurtenant coupons contained (save only the Trustee's responsibility for its authentication on the Bonds), all of which are made by the Company solely, nor shall the Trustee be responsible for any action or thing by it done by reason of any such representation. The Trustee shall not be responsible for, or in respect of, the validity or sufficiency of this Indenture, or the execution hereof by the Company, or for the validity of the Bonds and coupons issued hereunder or for the sufficiency of the security or for the genuineness, validity or value of the trust estate.

(*f*) Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than five per cent. in principal amount of the Bonds at the time outstanding, the Trustee may assume that for the purposes of this Indenture no default has been made by the Company in the payment of any of the Bonds or of the interest thereon or in the observance or performance of any of the covenants contained in the Bonds or in this Indenture and that none of the events of default has happened, and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

(*g*) The Trustee shall be protected in acting upon any notice, demand, waiver, Bond, coupon, request, consent, certificate, affidavit, resolution or other paper or document believed by it to be genuine and to be signed or certified to by the proper party or parties, and shall incur no liability for any such action. In any case where it is provided in this Indenture that the Trustee may or shall accept or act upon a certificate from the Company or any of its officers or a resolution of the Company, concerning, or as proof of, any fact upon which the Trustee shall be required or permitted to take or refrain from taking action, the Trustee shall not be bound absolutely by such certificate or resolution, but may, in its discretion and at its option, make an investigation into the truth or accuracy of any statement; and in case it shall, after such independent investigation, be satisfied that any material statement contained therein is inaccurate, it may, in its discretion, take or refuse to take or refrain from taking any action predicated or intended to be predicated thereon. Nothing in this paragraph (*g*) contained shall, however, take from the Trustee, the protection hereby conferred upon it in case it shall accept, without further investigation, any certificate or resolution herein provided for. As to any act upon which the Trustee may be required or permitted to take, or refrain from taking, action, in respect of which this Indenture does not make specific provision for the evidence upon which the Trustee may act, the Trustee may accept as conclusive the statements made in a certificate in form and substance satisfactory to the Trustee, of the president or a vice-president and the secretary or an assistant secretary and the treasurer or an assistant treasurer of the Company.

(*h*) The Trustee in its individual capacity may acquire and hold Bonds and the coupons appertaining thereto with the same rights which it would have if it were not the Trustee hereunder.

(*i*) The Trustee may advise with counsel (who may be of counsel to the Company) to be selected and employed by it at the expense of the Company and shall be fully protected in respect of any action under this Indenture taken or suffered in good faith by the Trustee in accordance with the opinion of such counsel.

(*j*) The Trustee shall not be answerable for or personally liable for any debts contracted by it or for any assessments or charges, or for any damages to persons or property, or for salary, or for non-fulfillment of contracts, for any period wherein the Trustee shall manage the trust property or premises upon entry and possession in pursuance of the terms hereof, and the trust estate and property is hereby charged with a lien prior to the lien of the Bonds and coupons issued hereunder in favor of the Trustee for its security and indemnification against any such liability and against every liability of any kind which it may reasonably and properly incur hereunder as well as for reasonable compensation for its services and for reimbursement of all its reasonable and proper expenses and advances hereunder with interest.

(*k*) The Trustee shall be under no duty or obligation in respect of any taxes which may be assessed against or imposed upon this Indenture, or imposed upon the Trustee or the Company or the owners or holders of the Bonds. It shall be under no responsibility or duty in respect of the disposition of the Bonds issued hereunder or the application of the proceeds thereof, or of any moneys paid to or upon the order of the Company under any of the provisions of this Indenture.

(*l*) The Trustee may receive a certificate under the corporate seal of the Company, signed by the secretary or by an assistant secretary of the Company, as sufficient evidence of the passage of any resolution by the board of directors or executive committee of the Company.

(*m*) The Trustee shall not be liable for interest on any moneys paid to or deposited with it or to its credit pursuant to any of the provisions of this Indenture during the period such moneys shall remain on deposit with it except such interest as it may agree on with the Company, or in the absence of agreement, such as is allowed on demand commercial deposits in accordance with the regulations of the New York Clearing House, and such interest shall be paid to the Company, unless some default described in clauses (*a*), (*b*) or (*c*) of Section 1 of Article VIII hereof, or one of the Events of Default as defined in said Section 1 of Article VIII shall have occurred, and in either case be then continuing.

(*n*) The Trustee shall be under no obligation to see that any of the property intended to be conveyed or assigned to it is properly and legally subject to the lien hereof; nor to give notice to any one of the making of this Indenture; nor shall it be under obligation to take any action to secure the conveyance, pledge or deposit to or with it of any property of the Company nor to examine into or pass upon the validity or genuineness of any securities at any time held by it hereunder, and the Trustee shall be entitled to assume that any such securities are genuine and valid and what they purport to be and that any endorsements and assignments thereof are genuine and legal. At no time shall the Trustee be under any duty or obligation to make any presentment and demand, give any notice, effect any protest or take any other action as may from time to time be necessary in order to preserve unimpaired the several and respective obligations to the Trustee and/or the Corporation of each and every party liable on any of the obligations for the time being subject to the trusts of this Indenture.

(*o*) It shall be no part of the duty of the Trustee to see to the insurance of any property hereby conveyed or assigned, or to effect or renew insurance, or to procure the delivery of any policies of insurance, or the payment of the proceeds thereof.

Section 2.—The Trustee or any successor in the trust may resign and be discharged from the trust created by this Indenture by giving to the Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once in each week for four successive weeks prior to the date so specified, in a daily newspaper of general circulation in the Borough of Manhattan in the

City and State of New York and in a daily newspaper of general circulation in the City of Chicago in the State of Illinois, the first publication to be not less than sixty nor more than ninety days prior to the date so specified. Such resignation shall take effect on the day specified in such notice unless previously a successor Trustee shall be appointed as hereinafter provided, either by the bondholders or by the Company, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

The Trustee at any time under this Indenture may be removed at any time by an instrument in writing filed with such Trustee and the Company and executed in duplicate by the holders of two-thirds in principal amount of the Bonds then outstanding.

Section 3.—In case at any time the Trustee or any successor shall resign or be removed or shall otherwise become incapable of acting or for any cause a vacancy shall occur in the office of Trustee, a successor Trustee may be appointed by the holders of a majority in principal amount of the Bonds then outstanding by an instrument or concurrent instruments in writing signed by such bondholders or by their attorneys in fact thereunto duly authorized; but, until a new Trustee shall be appointed by the bondholders as herein authorized, the Company, by an instrument executed by order of its board of directors, may appoint a Trustee to fill such vacancy. The Company shall publish a notice of any such appointment by it made once in each week for four successive weeks in a daily newspaper of general circulation in the Borough of Manhattan in the City and State of New York and in a daily newspaper of general circulation in the City of Chicago, in the State of Illinois; but any Trustee so appointed by the Company shall immediately and without further act be superseded by a new Trustee or new Trustees appointed by the bondholders.

Section 4.—Every successor to the Trustee, temporary or permanent, shall be a trust company or bank incorporated under the laws of the State of New York or of the United States of America and carrying on business in the Borough of Manhattan, in the City and State of New York, and (if one such can be found willing to accept the trusts hereof) having a capital and surplus aggregating at least $10,000,000.

Section 5.—Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such new Trustee without any further act or writing shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors in the trust, with like effect as if originally named as Trustee herein; but the Trustee ceasing to act, shall nevertheless, on the written request of the Company, or of the new Trustee, and at the Company's expense, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by it to the new Trustee. Should any deed, conveyance or instrument in writing from the Company be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 6.—Any corporation into which the Trustee under this Indenture, original or successor, may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor of such Trustee under this Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, provided such corporation is a trust company or bank organized under the laws of the State of New York, or of the United States of America, carries on business in the Borough of Manhattan in the City and State of New York, and has a capital and surplus aggregating at least ten million dollars.

SECTION 7.—In case any of the Bonds shall have been authenticated, but not delivered, any such successor of the Trustee may adopt the certificate of authentication of the Trustee, or of any successor to it, as Trustee hereunder, and deliver the same so authenticated, and in case any of the Bonds shall not have been authenticated, any such successor Trustee may authenticate such Bonds either in the name of any predecessor Trustee (with its consent) or in the name of such successor Trustee; and in all such cases, such certificates shall have the full force which it is anywhere in the Bonds or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 8.—At any time or times, but only in order to conform to any legal requirements in any state in which any part of the property then subject to this Indenture shall be located, the Trustee shall have power to appoint and to execute and deliver all instruments and agreements necessary or proper to appoint another trust company, bank or one or more persons, either to act as separate trustee or separate trustees or co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein, or its successors, or to act as separate trustee or separate trustees, of any such property, and the Company shall unite in the execution and delivery of any such instruments or agreements if requested by the Trustee.

Section 9.—Every separate trustee, every co-trustee and every successor trustee to any such separate trustee or co-trustee, appointed as provided in Section 8 above, shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustee in respect of the custody of all pledged securities, shares of stock and cash shall be exercised solely by the Trustee herein named, or a trust company or bank appointed or acting as its successor in the trust hereunder;

(2) No power shall be exercised hereunder by such separate trustee or separate trustees or co-trustee or co-trustees, or successor or successors thereto, except with the consent in writing of the Trustee, or any trust company or bank which may have been appointed or be acting as its successor in the trust; and

(3) The Trustee herein named or its successor in the trust, at any time by an instrument in writ-

ing executed by it, may remove any such separate trustee or co-trustee, and may likewise and in like manner appoint a successor to such separate trustee or co-trustee so removed, anything herein contained to the contrary notwithstanding.

Any notice, request or other writing, by or on behalf of the holders and registered owners of the Bonds delivered solely to the Trustee herein named or its successor in the trust, shall be deemed to have been delivered to all of the then trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to the Trustee herein named shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with the Trustee herein named or its successor, or separately, as may be provided, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with the Trustee herein named or its successors in the trust. Any such separate trustee or separate trustees or any co-trustee or co-trustees may at any time by an instrument in writing constitute the Trustee herein named or its successors in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and on behalf of him, them or it, and in his, their or its name. In case any separate trustee or separate trustees or co-trustee or co-trustees, or a successor to either of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee herein named or its successor in the trust, without the appointment of a new trustee as successor to such separate trustee or co-trustee; and no successor to any separate trustee or co-trustee shall be appointed unless such appointment in the opinion of the Trustee herein named or its successor in the trust shall be necessary for the full protection of the holders of the Bonds.

ARTICLE XVI

Miscellaneous Provisions

All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and of the coupons hereby secured and are not and shall not be for the benefit of any others.

Whenever in this Indenture either of the parties hereto is named or referred to, it shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not, provided, however, that the provisions of this Article shall not be deemed to subject the property of any successor corporation acquired after it shall have become the successor of the Company, unless it shall have expressly agreed that such shall be the case in the manner provided in Article XIV hereof.

This Indenture may be simultaneously executed in any number of counterparts, except that they may differ as to the form of acknowledgments, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Whenever in this Indenture the term "outstanding" is used, as applied to Bonds authenticated hereunder, it shall be deemed to mean, so long as any Bonds of Series A are outstanding, all Bonds theretofore authenticated by the Trustee and not retired, and shall include Bonds authenticated by the Trustee and held unissued in the Company's treasury.

Any written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination or other similar act to be given, made or executed by the Company under any of the provisions hereof, shall, unless otherwise expressly provided herein, be deemed sufficiently given, made or executed if given, made or executed by a writing signed by the president or by a vice-president of the Company under the corporate seal of the Company, duly attested by its secretary or an assistant secretary. Any written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination, or other similar act to be given, made or executed by the Trustee under any of the provisions hereof shall be deemed sufficiently made and executed if made by a writing executed by the president or a vice-president of the Trustee, under the corporate seal of the Trustee, duly attested by its cashier or an assistant cashier or an assistant trust officer. Wherever this Indenture makes provisions for the filing, delivery or giving of a notice, demand, or request to or upon the Company, it shall be sufficiently given and made if mailed in a securely enclosed postpaid envelope addressed Natural Gas Pipeline Company of America, 20 North Wacker Drive, Chicago, Illinois, or to such other address as may have been filed with the Trustee pursuant to resolution of the Board of Directors of the Company.

Whenever in this Indenture the term "Farm Mortgages" is used, either as affecting gas acreage or as affecting rights of way, it shall be deemed to mean a mortgage which constitutes a lien upon the land covered by gas leases, mineral rights and interests and royalties in such leases and/or rights of way owned by the Company or any Subsidiary Company, where such mortgage secures a debt based upon the value of such land for agricultural purposes principally.

Whenever in this Indenture the term "Other Liens" is used as affecting rights of way, it shall be deemed to mean liens (other than Farm Mortgages) upon lands across which the Company or a Subsidiary Company owns a right of way, where any one of such liens does not cover more than five contiguous miles of such right of way.

In Witness Whereof, Natural Gas Pipeline Company of America, party of the first part, has caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be acknowledged, and The Chase National Bank of the City of New York, the party of the second part, has to signify its acceptance of the trust hereby created, caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its cashier or one of its assistant cashiers, and the due execution of these presents to be acknowledged, as of the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA,

By Christy Payne

Vice-President.

Attest:

Asst. Secretary.

Signed, sealed, executed and delivered by Natural Gas Pipeline Company of America in the presence of:

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,

By

Vice-President.

Attest:

Assistant Cashier.

Signed, sealed, executed and delivered by The Chase National Bank of the City of New York in the presence of:

Fred Voorhees

H. R. Thiesing

State of New York, }
County of New York, } ss.:

BE IT REMEMBERED, that on this 31st day of Dec, 1931, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Christy Payne Vice-President of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, and E B McWhinney Asst Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names ~~are~~ subscribed to the foregoing instrument as such Vice-President and Asst Secretary, respectively, and as the persons who subscribed the name and affixed the seal of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, one ~~of the officers~~ Asst thereof, to the foregoing instrument as its Vice-President and Asst Secretary and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth, and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, NATURAL GAS PIPELINE COMPANY OF AMERICA.

And the said Christy Payne and E B McWhinney being each first duly sworn by me, severally deposed and said: that they were at that time respectively the Vice-President and Asst Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed ~~to said~~ instrument was such corporate seal, and was thereto affixed by said Asst Secretary, and the said instrument was signed by said Vice-President, in pursuance of the power and authority granted them by the by-laws of the said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

S Morgan

State of New York, }
County of New York, } ss.:

BE IT REMEMBERED, that on this 30th day of Dec, 1931, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared S. Armstrong, Vice-President of THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America, and S. S. Towne, Assistant Cashier of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as Vice-President and Assistant Cashier, respectively, and as the persons who subscribed the name and affixed the seal of THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, one of the makers thereof to the foregoing instrument as its Vice-President and Assistant Cashier, and they each acknowledged to me that they executed the same for the uses and purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK.

And the said S. Armstrong and S. S. Towne being each first duly sworn by me, severally deposed and said: that they were at that time, respectively, the Vice-President and Assistant Cashier of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Cashier, and the said instrument was signed by said Vice-President, in pursuance of the power and authority granted them by the by-laws of the said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Frank R. Hall

Notary Public,

FRANK R. HALL
Notary Public, Westchester County
Certificates filed in
New York County Clerk's No. 247
Register's No. 3[illegible]109
Bronx County Clerk's No. 10
Register's No. 9H33
Certificate Filed in Richmond County
Commission Expires March 30, 1933

FRANK R. HALL NOTARY PUBLIC WESTCHESTER COUNTY

State of New York,
County of New York, } *ss.:*

No. 15219 **SERIES D**

I, **DANIEL E. FINN,** Clerk of the County of New York, and also Clerk of the Supreme Co
in and for said county,
DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal;

A. J. Morgan

whose name is subscribed to the annexed certificate or proof of acknowledgment of annexed instrument was at the time of taking the same a NOTARY PUBLIC actin and for said county, duly commissioned and sworn, and qualified to act as such; tha has filed in the Clerk's Office of the County of New York a certified copy of his appo ment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized the laws of the State of New York to protest notes; to take and certify depositions; administer oaths and affirmations; to take affidavits and certify the acknowledgme and proof of deeds and other written instruments for lands, tenements and heredita ments to be read in evidence or recorded in this state; and further, that I am wel acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 21 day of Dec 193 /

Daniel E. Finn

Clerk.

State of New York, } ss.:
County of New York,

No. 15125 SERIES D

Form 2

I, DANIEL E. FINN, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that Frank B. Hall whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Westchester with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 31 day of Dec 1931

Daniel E. Finn

Clerk.