

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7116

IOWA SOUTHERN UTILITIES COMPANY  
OF DELAWARE.

TO

# 74

Fee \$15.50

Filed for record the 6 day of  
Jan. A.D.1936 at 4:50 o'clock  
P.M.

THE NORTHERN TRUST COMPANY ET AL  
TRUSTEES

Valda C. Bishop, Recorder

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE Dated as of the 1st day of November, 1935, between IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE, a corporation organized and existing under the laws of Delaware, (hereinafter called the "Company"), party of the first part, and THE NORTHERN TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, and HAROLD H. ROCKWELL, of Chicago, Illinois (both of whom are hereinafter referred to as the "Trustees," and the first mentioned of whom is hereinafter referred to as the "Corporate Trustee"), parties of the second part,

WITNESSETH: WHEREAS, by indenture, dated as of the first day of February, 1923, made between the Company and the Trustees (which indenture is hereinafter referred to as the "Original Mortgage"), the Company granted, bargained, sold, aliened, remised, released, conveyed, warranted, pledged, transferred and assigned to the Trustees the property in the Original Mortgage described and specified, to be held by the Trustees in trust under the terms and subject to the conditions, of the Original Mortgage; and

WHEREAS there have been heretofore issued and are now outstanding under the terms, and secured by the lien, of the Original Mortgage, First and Refunding Mortgage Gold Bonds of the Company, including bonds held in the Company's treasury, as follows:

Name of Issue	Maturity Date	Principal Amount Issued
First and Refunding Mortgage Six Per Cent Gold Bonds, Series of 1923	February 1, 1943	\$1,450,300
First and Refunding Mortgage 5½ Per Cent Gold Bonds, Series of 1925	July 1, 1950	8,891,200

and WHEREAS, all of said issued First and Refunding Mortgage Six Per Cent Gold Bonds, Series of 1923 (hereinafter referred to as "Series 1923 bonds") have been or will be called for redemption on or prior to February 1, 1936, pursuant to the provisions of Article V of the Original Mortgage, and the Company has deposited or will deposit with said Corporate Trustee for the account of the holders of the Series 1923 bonds, the full amount required to redeem all of the Series 1923 bonds on or prior to said date and has done or will do all other things, and has taken or will take all other action, prerequisite to said redemption of the Series 1923 bonds; and WHEREAS, the Company is desirous of providing for the issuance under the Original Mortgage of bonds of a series to be designated First and Refunding Mortgage 5½% Bonds, Series of 1935 (bonds of said series being hereinafter sometimes referred to as "Series 1935 bonds"); and

WHEREAS, the Company is desirous of subjecting to the lien of the Original Mortgage (as fully and completely as though the property and rights hereinafter described had been owned by the Company on the date the Original Mortgage was executed and delivered and as if such property and rights had been specifically described in the granting clauses of the Original Mortgage) the property and rights hereinafter described and acquired by the Company after February 1, 1923 and not heretofore specifically subjected to the lien of the Original Mortgage by an indenture supplemental thereto; and

WHEREAS, the Company is also desirous of adding in certain respects, to the limitations conditions and restrictions, now contained in the Original Mortgage, to be observed by the Company and to the covenants and agreements of the Company, which are now contained in the Original Mortgage; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by proper resolutions of the Board of Directors of the Company and the Company is duly entitled to have Series 1935 bonds initially issued and authenticated by the Corporate Trustee in the aggregate principal amount of Five Million Dollars (\$5,000,000),

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NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises, and of the purchase and acceptance of the Series 1935 bonds by the holders thereof, and of the sum of \$10 to the Company duly paid by the Trustees at or before the ensembling and delivery of these presents and for other good and valuable considerations (the receipt of all whereof is hereby acknowledged), the Company has executed and delivered this indenture (herein sometimes referred to as the "Supplemental Indenture"), and has granted, bargained, sold, aliened, remised, released, conveyed, warranted, pledged, transferred, assigned and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey, warrant, pledge, transfer, assign and confirm unto said The Northern Trust Company and Harold H. Rockwell, as Trustees under the Original Mortgage, and their successors in trust and assigns, with all rights of substitution and with full subrogation to any and all warranties or rights of action against previous vendors or holders or other persons, all and singular the following described property, income, rights, privileges, easements and franchises:

ADAIR COUNTY.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

A transmission line with all substations in Adair County, State of Iowa, franchises for which were granted by the Board of Railroad Commissioners of the State of Iowa.

ADAMS COUNTY.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

A franchise and electric light and power distribution system in the Town of Prescott, Adams County, State of Iowa, expiring January 15, 1955, together with the contract with the above named Town for public lighting.

APPANOOSE COUNTY.

I

REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Centerville, County of Appanoose, State of Iowa to-wit:

Lot Three (3), Block Three (3), Range Five (5), original City of Centerville, Appanoose County, State of Iowa; also commencing at the southwest corner of Lot Four (4), Block Five (5), Range Five (5), of the original City of Centerville, Appanoose County, State of Iowa, thence east ninety (90) feet, thence north one hundred fifty (150) feet, thence west ninety (90) feet, thence south one hundred fifty (150) feet to place of beginning.

II

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Appanoose, State of Iowa, as follows:

Plano	Franchise Expiring	July 6, 1953
Udell	"	February 6, 1949
Unionville	"	February 10, 1949

together with all contracts with the above named cities and towns for public lighting.

Also a franchise for electric light and power in the Town of Moulton, Appanoose County, State of Iowa, such franchise expiring June 15, 1953.

CLARKE COUNTY.

I

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

An electric light and power distribution system at Murray, Clarke County, State of Iowa; also a franchise for electric light, heat and power in the City of Osceola, Clarke County, State of Iowa, such franchise expiring March 19, 1950.

II

GAS FRANCHISE.

A franchise for the manufacture and distribution of artificial gas in the City of Osceola, Clarke County, Iowa, such franchise expiring March 19, 1950.

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## DECATUR COUNTY.

## REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Lamoni, County of Decatur, State of Iowa, to-wit:

Beginning at the northeast corner of Lot Four (4) in the Town of Lamoni, Decatur County, State of Iowa, running thence west on the north line of Lots Four (4) and Nine (9), thence south fifty (50) feet to the southwest corner of Lot Nine (9), thence east fifty (50) feet, thence south one hundred (100) feet to the south line of Lot Seven (7), thence east eighty-eight (88) feet on the south line of Lots Six (6) and Seven (7), thence north Seventy-six (76) feet, thence east one hundred twenty (120) feet to the east line of Lot Five (5), thence north Seventy-four (74) feet to place of beginning; all in Block Five (5) in the original Town of Lamoni, Decatur County, State of Iowa.

## DES MOINES COUNTY.

## I

## REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Burlington, County of Des Moines, State of Iowa, to-wit:

Lots 524, 525, 526; 122, 123, 124, 125; 522 and the northerly twenty-one (21) feet, seven (7) inches of Lot 521; 150, 151 and 152; all of the above in the original City of Burlington, County of Des Moines, State of Iowa.

## II

## ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Des Moines, State of Iowa, as follows:

Burlington	Franchise Expiring	October 25, 1949
Mediapolis	"	May 20, 1938
Middletown	"	March 12, 1942
West Burlington	"	July 1, 1938

together with all contracts with the above named cities and towns for public lighting.

Also all transmission lines with all substations thereon in Des Moines County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

## III

## FREQUENCY CHANGER SUBSTATION.

A frequency changer substation with all equipment located on Lots 524, 525, and 526, above described.

## IV

## BUSS TRANSPORTATION SYSTEMS.

All permits, franchises and ordinances permitting the operation of a bus transportation system over the streets, alleys and public places in the City of Burlington, County of Des Moines, State of Iowa, together with all buses and equipment now in use or which may hereafter be acquired for the purpose of operating such system.

## V.

## GAS DISTRIBUTION SYSTEMS.

A franchise granted by the City of West Burlington, Des Moines County, State of Iowa, expiring on the 7th day of April, 1955, granting the right and privilege to maintain a plant for distribution among the inhabitants of said City of artificial gas together with the right and privilege to lay down, maintain and operate the necessary pipes, mains and conductors and appliances in, along and upon the streets, avenues, alleys and public places in said City.

## HENRY COUNTY.

## I

## Real Estate.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Mount Pleasant, County of Henry, State of Iowa, to-wit:

Block Seven (7) in Lee's Addition to Mount Pleasant, including the strip of land shown upon the plat of said Addition recorded in Book A of Town Lot Deeds, on page 446, as running east and west through said Block between Lots One (1) and Two (2) and Three (3) of said Block

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on the north, and Lots Four (4), Five (5) and Six (6) of said Block on the south of said strip, excepting however, from the above described property all that portion thereof lying west of the easterly line of the railroad right of way, and excepting also that part of Lot Six (6) in said Block Five (5) lying east of the center line of Sanders' Branch.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Wayland, County of Henry, State of Iowa, to-wit:

Sixty (60) feet off the east end of Lot Twenty-three (23) Sulleys' Addition to the Town of Wayland, Henry County, State of Iowa; also commencing at a point sixty (60) feet west of the southeast corner of Lot Twenty-three (23) in Sulleys' Addition, thence west ten (10) feet; thence north to the north line of said Lot Twenty three (23), thence east ten (10) feet, thence south to the place of beginning.

## II

## ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Henry, State of Iowa, as follows:

Olds	Franchise Expiring	July 6, 1942
Wayland	"	September 24, 1939
Winfield	"	August 20, 1945.

together with all contracts with the above named cities and towns for public lighting.

Also all transmission lines with all substations in Henry County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

Also an electric light and power distribution system in the unincorporated village of Swedesburg, Henry County, State of Iowa.

## III.

## GAS DISTRIBUTION SYSTEMS.

A plant located on Block Seven (7) as above described, for the manufacture of artificial gas and a system for the distribution of same located in Mount Pleasant, Henry County, State of Iowa.

## JASPER COUNTY.

## I

## REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Newton, County of Jasper, State of Iowa, to-wit:

The east twenty-one (21) feet of Lot One (1), Block Twenty (20), original plat of the City of Newton, Jasper County, State of Iowa.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Kellogg, County of Jasper, State of Iowa, to-wit:

Commencing at a point five hundred thirty-three (533) feet west of the southeast corner of the northeast quarter of the southeast quarter of Section Twenty-six (26), Township Eighty (80), Range Eighteen (18) in Jasper County, State of Iowa, running thence north seventy-five (75) feet, thence west seventy-five (75) feet, thence south seventy-five (75) feet, thence east seventy-five (75) feet to place of beginning.

## II

## ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises, electric light and power distribution systems in the County of Jasper, State of Iowa, as follows:

Kellogg	Franchise Expiring	October 5, 1939
Reasnor	"	February 28, 1953

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Jasper County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by either the Board of Railroad Commissioners of the State of Iowa or the Board of Supervisors of Jasper County, State of Iowa.

Also an electric light and power distribution system in the unincorporated village of Galesburg, Jasper County, State of Iowa.

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JEFFERSON COUNTY.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Jefferson, State of Iowa, as follows:

Packwood	Franchise Expiring	December 9, 1941
Pleasant Plain	"	October 11, 1953.

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Jefferson County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

Also an electric light and power transmission system in the unincorporated village of East Pleasant Plain, Jefferson County, State of Iowa.

KEOKUK COUNTY.

I

REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Sigourney, County of Keokuk, State of Iowa, to-wit:

All of Subdivision Lot Four (4) of Lot Thirty-one (31) of Clark and Woodins' Fourth Survey of the southeast quarter of the southeast quarter of Section Thirty-five (35), Township Seventy-six (76), Range Twelve (12), in Keokuk County State of Iowa, except a strip of land sixty-six (66) feet wide off the south side of Lot Four (4), said strip being used as a public street; also a parcel of ground sixty (60) feet square in the southeast corner of Lot Four (4) Subdivision of Lot Five (5) of irregular survey of the southwest quarter of the southeast quarter of Section Thirty-five (35), Township Seventy-six (76), Range Twelve (12) in Keokuk County, State of Iowa; also a parcel of land commencing at a point sixty (60) feet west of the southeast corner of Lot Four (4) of Subdivision of Lot Five (5) of irregular survey of the southwest quarter of the Southeast quarter of Section Thirty-five (35), Township Seventy-six (76), Range Twelve (12), thence north sixty (60) feet, thence west thirty (30) feet, thence south sixty(60) feet, thence east thirty (30) feet to place of beginning, in Keokuk County, State of Iowa.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Hedrick, County of Keokuk, State of Iowa, to-wit:

Lot One (1), Block Fifteen (15), Town of Hedrick in Keokuk County, State of Iowa.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Delta, County of Keokuk, State of Iowa, to-wit:

South sixty (60) feet of Lot Eleven (11) Block Fourteen (14), Town of Delta, Keokuk County, State of Iowa.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Keota, County of Keokuk, State of Iowa, to-wit:

A parcel of land near the southeast corner of the north east quarter of the northeast quarter of Section Twenty-five (25), Township Seventy-six (76), Range Ten (10), west of the 5th P.M. and more particularly described as being the west one hundred fifty (150) feet in equal width of what is commonly known as Mill Lot in the Town of Keota, Keokuk County, State of Iowa, said land being one hundred fifty (150) feet wide, east and west, and one hundred seventy-eight (178) feet deep running from Broadway Street south in the Town of Keota, Keokuk County, State of Iowa.

II.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Keokuk, State of Iowa, as follows:

Delta	Franchise Expiring	September 2, 1937
Harper	Franchise Expiring	May 2, 1944
Hedrick	Franchise Expiring	October 11, 1937
Keota	Franchise Expiring	February 21, 1949
Martinsburg	Franchise Expiring	November 8, 1937
Ollie	Franchise Expiring	June 21, 1940
Richland	Franchise Expiring	May 3, 1940
Sigourney	Franchise Expiring	October 11, 1954
Thornburg	Franchise Expiring	April 6, 1942
What Cheer	Franchise Expiring	November 6, 1941

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Keokuk County, State of Iowa, and all fran-



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chises granting the right to construct and maintain said transmission lines granted by either the Board of Railroad Commissioners of the State of Iowa or the Board of Supervisors of Keokuk County, State of Iowa.

Also an electric light and power distribution system in the unincorporated village of Gibson, Keokuk County County, State of Iowa.

LOUISA COUNTY.

I

Real Estate.

All of the following described pieces, parcels lots and tracts of land situate, lying and being in the Town of Columbus Junction, County of Louisa, State of Iowa, to-wit:

Lots Seven (7) and Eight (8) in Block One (1), Todd & Baker's Addition to the Town of Columbus Junction, Iowa; also, beginning at the southwest corner of said Lot Seven (7) in Block One (1) of Todd & Baker's Addition to the Town of Columbus Junction, Iowa; running thence south to the right of way of the Chicago, Rock Island and Pacific Railway Company, thence in a southeasterly direction along the north line of said right of way to a point at which the east line of North Street in said Addition, when extended, would converge; thence North along the east line of North Street to the northwest corner of the original Lot Seven (7) of Block Two (2) of said Todd & Baker's Addition, thence west to the Northeast corner of Lot Seven (7) in Block One (1) of said Todd & Baker's Addition, thence south to the southeast corner of said Lot Seven (7) in Block One (1) in said Addition, thence west bearing north along the south end of said Lot Seven (7) in Block One (1) of said Addition to the place of beginning; the tract of land so bounded being that part of North Street in Todd & Barker's Addition to the Town of Columbus Junction, Iowa, lying south of the alley extending through Blocks One (1) and Two (2) and the land lying south of North Street and south of said Lot Seven (7) in Block One (1) in said Todd & Baker's Addition and extending to the railroad right-of-way as above described, all of said lands being situated in Section Nineteen (19), Township Seventy-five (75) North, Range Four (4) West of the 5th P.M. in Louisa County, State of Iowa.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Wapello, County of Louisa, State of Iowa, to-wit:

Part of Lot Sixty-two (62), Block Five (5), Chase and Isetts' Addition to Wapello, Iowa, beginning at the northwest corner of said Lot Sixty-two (62), thence south on the west line of said Lot Sixty-two (62) eighty-two (82) feet, thence east fifty (50) feet, thence north on line parallel to west line of said Lot Sixty-two (62) eighty-two (82) feet to the north line of Lot Sixty-two (62), thence west fifty (50) feet to place of beginning; also a tract of ground in the northeast quarter of the north east quarter of Section Thirty-four (34), Township Seventy-four (74), Range Three (3) in Louisa County, Iowa, located and described as follows: Bwginning at a point on the line between Charles Addition to Wapello, Iowa, and the northeast quarter of the northeast quarter of Section Thirty-four (34), Township Seventy-four (74), Range Three (3) and one hundred twenty (120) feet north of the north line of Block One (1) of Charles Addition running thence north along the west line of the northeast quarter of the northeast quarter of said Section Thirty-four (34), a distance of seventy-five (75) feet, thence east at right angles to the west line of the northeast quarter of the northeast quarter of said Section Thirty-four (34), a distance of seventy-five (75) feet, thence south parallel to the west line of the northeast quarter of the northeast quarter of said Section Thirty-four (34), a distance of seventy-five (75) feet, thence west seventy-five (75) feet to place of beginning; all of the above in Louisa County, State of Iowa.

II.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Louisa, State of Iowa, as follows:

Columbus City	Franchise Expiring	December 31, 1938
Columbus Junction		April 5, 1937
Grandview		June 21, 1945
Lettsville		May 8, 1945
Morning Sun		December 6, 1942
Wapello		January 1, 1939

together with all contracts with the above named cities and towns for public lighting. Also all transmission lines with all substations in Louisa County, State Of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted or the Board of Supervisors of Louisa County, State of Iowa. either by the Board of Railroad Commissioners of the State of Iowa. /Also an electric light and power distribution system in the Town of Cotter, Louisa County, State of Iowa.

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LUCAS COUNTY

Electric Light and Power Distrubution Systems. An electric light and power distribution system in the unincorporated village of Oakley, Lucas County, State of Iowa.

MADISON COUNTY

Electric Light and Power Distribution Systems.

All franchises, electric light and power distribution systems in the County of Madison, State of Iowa, as follows:

Macksburg	Franchise Expiring	May 21, 1956
Peru	"	May 3, 1951
Truro	"	May 3, 1951

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Madison County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

MAHASKA COUNTY.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Mahaska, State of Iowa, as follows:

Fremont	Franchise Expiring	December 23, 1937
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together with all contracts with the above named town for public lighting; also all transmission lines with all substations in Mahaska County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

POWESHIEK COUNTY.

I.

Real Estate.

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the City of Grinnell, County of Poweshiek, State of Iowa, to-wit:

All of Lots Eleven (11) and Twelve (12) in Block Nineteen (19) lying east of the right-of-way of the Iowa Central Railroad, now Minneapolis and Saint Louis Railroad Company, in the City of Grinnell, Poweshiek County, State of Iowa; also the south one-third (1/3) of Lot Eleven (11), Block Seven (7) in the City of Grinnell, Poweshiek County, State of Iowa.

II.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Poweshiek, State of Iowa, as follows:

Deep River	Franchise Expiring	August 6, 1942
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together with all contracts with the above named town for public lighting; also all transmission lines with all substations in Poweshiek County, State of Iowa, and all franchises granting the right to construct, and maintain said transmission lines granted by either the Board of Railroad Commissioners of the State of Iowa or the Board of Supervisors of Poweshiek County, State of Iowa.

Also an electric light and power distribution system in the unincorporated village of Ewart, Poweshiek County, State of Iowa.

III.

Gas Distribution Systems.

A plant located on Lots Eleven (11) and Twelve (12) as above described for the manufacture of artificial gas and a system for the distribution of same in Grinnell, Poweshiek County, State of Iowa.

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RINGGOLD COUNTY.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Ringgold, State of Iowa, as Follows:

Beaconsfield	Franchise Expiring	April 25, 1956
Ellston	"	September 23, 1950
Tingley	"	September 10, 1950

together with all contracts with the above named cities and towns for public lighting.

TAYLOR COUNTY.

Electric Light and Power Distribution Systems.

All franchises, electric light and power distribution systems in the County of Taylor, State of Iowa, as follows:

Conway	Franchise Expiring	March 29, 1949
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together with all contracts with the above named town for public lighting.

UNION COUNTY.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Union, State of Iowa, as follows:

Arispe	Franchise Expiring	September 23, 1950
Kent	"	September 19, 1948
Thayer	"	July 7, 1937

together with all contracts with the above named cities and towns for public lighting; also an electric light and power distribution system in Lorimor and in the unincorporated villages of Talmage and Spaulding, Union County, State of Iowa. Also a franchise for electric light, heat and power in the City of Creston, Union County, State of Iowa, which franchise expires December 8, 1943.

VAN BUREN COUNTY.

I.

Real Estate.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the Town of Milton, County of Van Buren, State of Iowa, to-wit:

The north twenty-two (22) feet of Lot Seven (7), Block Eight (8) in Barnes' Addition to the Town of Milton, Van Buren County, State of Iowa.

II.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Van Burne County, State of Iowa, as follows:

Milton	Franchise Expiring	November 26, 1937
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together with all contracts with the above named town for public lighting.

WAPELLO COUNTY

I.

Real Estate.

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the Town of Eddyville, County of Wapello, State of Iowa, to-wit:

Lot Four (4), Block Twenty-nine (29), original Town of Eddyville, Wapello County, State of Iowa; also a parcel of land sixty (60) feet square in the southeast corner of Block Thirty-eight (38), original Town of Eddyville, Wapello County, State of Iowa.

III.

Franchises.

Franchises for electric light, heat and power and a district heating system in the City of Ottumwa, Wapello County, State of Iowa, both expiring December 21, 1950.

II.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of



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Wapello, State of Iowa, as follows:

Chillicothe  
Eddyville

Franchise Expiring

June 26, 1953  
March 29, 1951

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Wapello County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

IV.

Bus Transportation Systems.

All permits, franchises and ordinances permitting the operation of a bus transportation system over the streets, alleys and public places in the City of Ottumwa, County of Wapello, State of Iowa, together with all buses and equipment now in use or which may hereafter be acquired for the purpose of operating such system.

WARREN COUNTY.

Electric Light and Power Distribution Systems.

All franchises and electric light and power distribution systems in the County of Warren, State of Iowa, as Follows:

Lacona  
New Virginia

Franchise Expiring

February 6, 1954  
May 3, 1951

together with all contracts with the above named cities and towns for public lighting; also all transmission lines with all substations in Warren County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted by the Board of Railroad Commissioners of the State of Iowa.

WASHINGTON COUNTY.

I.

Real Estate.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Washington, County of Washington, State of Iowa, to-wit:

Lot A, Block Two (2) in North Addition to Washington, Iowa; also a strip of ground 26.05 feet wide on the south end and fifteen (15) feet wide on the north end abutting Lot A, Block Two (2) in North Addition on the west, being a portion of a vacated street; also Lot G of Block Nineteen (19) of the original plat of Town, now City, of Washington, Iowa, also described as east twenty-six (26) feet in width of Lot Three (3) in Block Nineteen (19) in the original plat of the Town, now City, of Washington, Iowa, except a strip six and one-half (6½) inches wide on the east side of the north sixty-eight (68) feet thereof heretofore conveyed for party wall purposes; also Lots Two (2) and Three (3), Block one (1) in North Addition to the City of Washington, Iowa; also Lot Two (2) in Breeds' Subdivision of Lot Five (5), Block One (1) in North Addition to the City of Washington, Iowa; also The privilege of using Lot Three (3) in said Subdivision for driveway purposes only; also that part of the southwest quarter (SW¼) of the southwest quarter (SW¼) of Section Twenty (20), Township Seventy-four (74) North, Range Eight (8) West of the 5th P. M., described as follows: Commencing at a point in the center of the Brighton public highway running through said SW¼ of the SW¼ at the west end of the county bridge over and across Skunk River at the west bank of said River, thence South sixty-four degrees (64°) seventeen (17) minutes west along the center of said highway one hundred forty-eight (148) feet to a point in the center of said highway, thence south eight (8) degrees ten (10) minutes east along the center of said highway one hundred sixty-nine (169) feet to a point in the center of said highway, thence south sixty-seven (67) degrees forty-two (42) minutes east three hundred ten (310) feet to the northeast corner of the south concrete abutment of the railroad bridge of the Chicago, Rock Island and Pacific Railway Company over said Skunk River; thence south sixty-seven (67) degrees fifty-two (52) minutes east on line with the face of said abutment sixty-two (62) feet, thence south twenty-nine (29) degrees twenty-eight (28) minutes east one hundred sixty-six (166) feet, thence south eighty-seven (87) degrees forty-seven (47) minutes east two hundred thirty-one and one-half (231½) feet, thence north twenty-one (21) minutes east one hundred and six-tenths (100.6) feet, thence north across Skunk River six hundred forty-five and six-tenths (645.6) feet, thence north seventy-nine (79) degrees eighty-nine (89) minutes west one hundred thirty-six (136) feet to the center of said public highway, thence south seventy-four (74) degrees ten (10) minutes west two hundred fourteen and one-half (214½) feet to the center of the east end of said County bridge across said Skunk River, thence south sixty-six (66) degrees forty-three (43) minutes west three hundred forty (340) feet to place of beginning.

This conveyance is subject to a right-of-way over the portion of the above described land lying south of the Skunk River along the private road thereon located for the purpose of access to and from land owned by J. P. Sieren. A further description of said right-of-way is contained in the deed executed by J. P. Sieren and wife to Brighton Hydro-Electric Company, recorded in the Deed records of Washington County, Iowa, on March 22, 1917, in Book 44, Page 287 of Land Deeds.

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II.

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

Power Plant and all equipment located on Lot A, Block Two (2) above described.

All franchises and electric light and power distribution systems in the county of Washington, State of Iowa, as follows:

Ainsworth	Franchise Expiring	March 10, 1941
Brighton	"	November 4, 1940
Crawfordsville	"	October 28, 1941
Washington	"	May 29, 1936
West Chester	"	September 23, 1941

together with all contracts with the above named cities and towns for public lighting.

Also all transmission lines with all substations in Washington County, State of Iowa, and all franchises granting the right to construct and maintain said transmission lines granted either by the Board of Railroad Commissioners of the State of Iowa or the Board of Supervisors of Washington County, State of Iowa.

Also an electric light and power distribution system in the Town of Wellman and in the unincorporated village of Rubio, Washington County, State of Iowa.

III

GAS DISTRIBUTION SYSTEMS.

A plant for the manufacture of artificial gas and a system for the distribution of same, together with the franchise granted by the City of Washington, Washington County, State of Iowa, under which the same is maintained and operated, which franchise expires May 29, 1936.

WAYNE COUNTY.

I

REAL ESTATE.

All of the following described pieces, parcels, lots and tracts of land situate, lying and being in the City of Corydon, County of Wayne, State of Iowa, to-wit:

Commencing three and four-fifths (3-4/5) rods south of a point where the west line of Lincoln Street in Mills Addition to the City of Corydon, Iowa, adjoins the south side of the original depot ground of the Keokuk and Western Railroad now Chicago, Burlington and Quincy Railroad Company, thence west one hundred (100) feet, thence south fifty-five (55) feet, thence east one hundred (100) feet, thence north fifty-five (55) feet.

II

ELECTRIC LIGHT AND POWER DISTRIBUTION SYSTEMS.

All franchises and electric light and power distribution systems in the County of Wayne, State of Iowa, as follows:

Corydon	Franchise Expiring	August 7, 1954
Millerton	"	June 20, 1950
Promise City	"	June 26, 1950

together with all contracts with the above named cities and towns for public lighting.

Also an electric light and power distribution system in the unincorporated village of Cambria, Wayne County, State of Iowa.

TO HAVE AND TO HOLD the said property, income, rights, privileges, easements and franchises above described, together with all the rights, easements, privileges and appurtenances thereunto belonging or appertaining, unto and to the use of the Trustees, their successors and assigns, forever, and the Company hereby covenants that (except as aforesaid) the title to said property, income, rights, privileges, easements and franchises is clear, free and unencumbered and the Company will warrant and defend to the Trustees the title to the same against any claims whatsoever, but in trust, nevertheless, for the equal and pro rata benefit and security of all of the holders of the bonds (according to the amount in dollars expressed on the face thereof, without regard to the gold content, if any, of such dollars) issued or to be issued under the Original Mortgage and any indenture supplemental thereto and secured thereby and the coupons thereto belonging, without preference or priority of any of said

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bonds over any others on account of the time of their issue or otherwise (except as may be otherwise provided in the Original Mortgage or in any other indenture supplemental to the Original Mortgage, or in any of said bonds], and for enforcing the payment of the principal and interest according to their tenor, with the powers and authorities and subject to the agreements, covenants and conditions in the Original Mortgage expressed of and concerning the same and to the agreements, covenants and conditions hereinafter in this Supplemental Indenture expressed of and concerning the same, namely;

## ARTICLE I.

## PROVISIONS WITH RESPECT TO BONDS OF THE SERIES OF 1935.

SECTION 1. There is hereby created, for issuance under the terms of the Original Mortgage, a series of bonds designated "First and Refunding Mortgage 5½% Bonds, Series of 1935," the amount of which is not limited hereby. There shall be initially issued Five Million Dollars (\$5,000,000) principal amount of Series 1935 bonds.

SECTION 2. The Series 1935 bonds shall be payable as to both principal and interest in lawful money of the United States of America, and shall be coupon bonds and shall be dated November 1, 1935, shall mature and be payable (subject to prior redemption as hereinafter provided) on July 1, 1950, and shall bear interest at the rate of five and one-half per centum (5½%) per annum from date until paid, interest thereon accruing to May 1, 1950, to be payable semi-annually on the 1st days of May and November in each year, and interest accruing from May 1, 1950 to July 1, 1950 to be payable on July 1, 1950.

SECTION 3. The Series 1935 bonds shall be issued in such of the denominations of One Thousand Dollars (\$1,000) and Five Hundred Dollars (\$500) as the Company shall specify in any order with respect to the authentication thereof. Bonds of the denomination of \$1,000 shall be numbered consecutively from M-1 upwards and bonds of the denomination of \$500 shall be numbered consecutively from D-1 upwards.

The Series 1935 bonds may be initially issued in temporary form, without coupons, exchangeable for definitive Series 1935 bonds with coupons, under the provisions of Section 10 of Article I of the Original Mortgage.

The Series 1935 bonds shall be registerable as to principal (but not as to interest) as provided in the Original Mortgage.

The Series 1935 bonds, having all unmatured coupons attached, shall be exchangeable for a like aggregate principal amount of bonds, having all unmatured coupons attached, of the same series of other denominations, under the terms and conditions provided for in Sections 6, 7, and 8 of Article I of the Original Mortgage.

SECTION 4. Principal of and interest on Series 1935 bonds shall be payable at the office of the Corporate Trustee, in Chicago, Illinois, or its successor, and interest on Series 1935 bonds shall also be payable, at the option of the holder, at the office of Bankers Trust Company in the Borough of Manhattan, City and State of New York, or at the office in the Borough of Manhattan, City and State of New York, of any agency that the Company shall designate from time to time in lieu of said Bankers Trust Company. The Company covenants that it will at all times maintain in the Borough of Manhattan, City and State of New York an office or agency for the payment of interest on Series 1935 bonds.

SECTION 5. The Company, at its option, may at any time redeem all of the Series 1935 bonds at any time outstanding, or such lesser amount than all of said outstanding Series 1935 bonds as it shall elect (which lesser amount of bonds shall be selected by the Corporate Trustee by lot), at the principal amount thereof plus accrued interest thereon to the date of such redemption and plus the following premiums upon the principal amount thereof, when called for redemption and payment during the following periods, viz:

Seven and one-half per cent (7½%), during the period from November 1, 1935 to and in-

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cluding November 1, 1940; five per cent (5%) during the period from November 2, 1940 to and including November 1, 1945; two per cent (2%) during the period from November 2, 1945 to and including November 1, 1948; and without premium during the period from November 2, 1948, to June 30, 1950, provided not less than thirty (30) days<sup>previous</sup> notice of such redemption shall be given by mail to the holders of Series 1935 bonds, registered as to principal, at their addresses as the same appear on the registry books, and to the holders of unregistered Series 1935 bonds by publication at least once a week for two (2) successive weeks in a newspaper of general circulation published in the City of Chicago, State of Illinois, and in a newspaper of general circulation published in the City of New York, State of New York. Such mailed notices shall be deemed to be given on the date of deposit thereof in a post office or post office box maintained by the United States of America. All notices of redemption (whether by mail or by publication) shall state the intention of the Company to redeem the Series 1935 bonds therein described, and that the same shall be redeemed on the redemption date specified in such notice (which date shall be not less than thirty (30) days nor more than one hundred and twenty (120) days from the date of the first publication), at the principal amount thereof plus accrued interest to the date of redemption and plus the premium, if any, aforesaid. If the Company shall, on or before the date specified in such notice, deposit with the Corporate Trustee, a sum sufficient for the redemption of the bonds, which shall have been so called for redemption, there shall become due and payable by the Company, at the office of the Corporate Trustee, on the date specified in said notice of redemption, the principal of the bonds specified in such notice, together with interest then due thereon and the premium, if any, aforesaid, and on and after said date the Corporate Trustee shall pay such principal, interest and premium, if any, upon presentation of such bonds, with all coupons due on and after the redemption date thereunto attached, for payment. If the amount necessary to redeem any such bonds, so called for redemption as aforesaid, shall have been deposited with the Corporate Trustee, for the account of the holders of such bonds on or before the date specified for such redemption and the notice of redemption hereinbefore provided for, shall have been duly given, or the Corporate Trustee shall have been irrevocably authorized, for and in the name of and on behalf of the Company, duly to give such notice and shall have been paid its expenses and charges in connection therewith, interest shall cease to accrue upon such bonds from and after the date of redemption specified in such notice, and any coupon maturing subsequent to such date shall be and become void, and, from and after the date of such deposit with the Corporate Trustee, and such notice of redemption or such authorization and payment to the Corporate Trustee, such bonds and coupons shall not be entitled to any benefit of or from this Supplemental Indenture or the Original Mortgage. All Series 1935 bonds so redeemed and paid shall be forthwith canceled by the Corporate Trustee, which shall note upon its books the fact of such cancellation, together with a memorandum of the numbers so canceled.

SECTION 6. Upon application, the Company covenants that it will reimburse (a) to any holder or registered owner of Series 1935 bonds, who may be a resident of the Commonwealth of Pennsylvania, any Pennsylvania personal property tax up to, but not exceeding four (4) mills per annum on each dollar of the principal amount of such bonds held by him and (b) to any holder or registered owner of interest coupons appurtenant to Series 1935 bonds, any United States normal income tax up to, but not exceeding, two per cent (2%) per annum on each dollar of interest paid to any such holder. No such reimbursement shall be made unless application shall have been made to the Company within thirty (30) days after payment of the last installment of such tax, nor unless such application shall set forth the ownership by the applicant of such bonds or interest coupons, together with the numbers thereof, the

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residence of the applicant at the time such tax was assessed against or paid by him, that such tax was assessed upon and paid by him because of the ownership of said bonds or of the receipt of interest derived from said bonds, nor unless such applicant shall furnish to the Company such further proof of such facts as the Company may require. It is understood, however, that in no event shall the Company be obligated to pay to any such holder any penalty or interest which may have been assessed and paid by him by reason of his failure to pay any such tax within the time required by law.

SECTION 7. The Series 1935 bonds and the coupons appertaining thereto, and the Corporate Trustee's certificate to be endorsed upon all such bonds, shall be respectively substantially in the following forms.

No.....

\$.....

UNITED STATES OF AMERICA.  
STATE OF DELAWARE.

IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE.

First and Refunding Mortgage 5½% Bond, Series of 1935.

IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Delaware, for value received, acknowledges itself indebted, and hereby promises to pay, to the bearer hereof (or if this bond be registered as to principal, to the registered holder hereof)..... Dollars (\$.....) on the 1st day of July, 1950, and to pay interest thereon from the date hereof until payment of the principal hereof at the rate of five and one-half per centum (5½%) per annum, semi-annually, on the first day of May and the first day of November in each year to and including May 1, 1950, and interest thereon accruing from May 1, 1950 to July 1, 1950 on the first day of July, 1950, the interest thereon until maturity hereof being payable only on presentation and surrender of the interest coupons hereto annexed as they severally become due. Both the principal of and interest on this bond are payable in lawful money of the United States of America. Both the principal of and interest on this bond are payable at the office of The Northern Trust Company, in the City of Chicago, State of Illinois, or its successor, and interest on this bond is also payable, at the option of the holder, at the banking office of Bankers Trust Company in the Borough of Manhattan, City and State of New York, or at the office in the Borough of Manhattan, City and State of New York of any agency that the Company shall designate from time to time in lieu of said Bankers Trust Company.

This bond is one of an issue of coupon bonds, registerable as to principal, of the Company designated as <sup>its</sup> First and Refunding Mortgage 5½% Bonds, Series of 1935, issued and to be issued under and in accordance with the terms and conditions of and equally secured by a Deed of Trust (herein termed the Indenture), dated as of February 1, 1923, executed by the Company to The Northern Trust Company and Harold H. Rockwell, as Trustees. Provision for the issue of bonds of said Series of 1935, and for the specific terms thereof, is also made by a Supplemental Indenture dated as of November 1, 1935, executed by the Company to said Trustees. For a statement of the nature and extent of the security, and the rights of the holders of the bonds and coupons, of the Company in respect of such security, and the terms and conditions upon which said bonds are, and are to be secured, reference is made to said Indenture and Supplemental Indenture.

In the event of certain defaults specified in said Indenture and in said Supplemental Indenture, the principal of the bonds issued thereunder may become or be declared due and payable before maturity, in the manner and with the effect provided in said Indenture.

This bond shall pass by delivery unless registered in the name of the owner at the office of the Corporate Trustee under said Indenture, in registry books to be kept for the purpose, such registration being noted hereon by said Corporate Trustee, as registrar.



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After such registration, no transfer shall be valid unless made on said books by the registered holder in person or by his attorney duly authorized and similarly noted on the bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but this bond may again, and from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery and be payable to bearer.

As provided in said Supplemental Indenture, upon application, the Company will reimburse to the holder or registered owner of this bond, who may be a resident of the Commonwealth of Pennsylvania, any Pennsylvania personal property tax up to, but not exceeding four (4) mills per annum on each dollar of the principal amount hereof, imposed upon and paid by the holder of this bond and to the holder of said interest coupons any United States normal income tax up to, but not exceeding two per cent (2%) per annum, on each dollar of interest derived from this bond and paid by the holder of said interest coupons, all as specified in, and in accordance with the terms of, said Supplemental Indenture. No such reimbursement shall be made unless application, of the character specified in said Supplemental Indenture, shall have been made to the Company within thirty (30) days after payment of the last installment of such tax.

No recourse shall be had for the payment of the principal of or the interest on this bond or for any claim based hereon or otherwise in respect hereof, or based on or in respect of said Indenture or Supplemental Indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor or predecessor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise.

The Company reserves the option to pay this bond at any time in the manner and upon the notice provided for in said Supplemental Indenture upon payment of the principal of this bond with accrued interest to the date of redemption and upon payment of the following premiums upon the principal of this bond when called for redemption and payment during the following periods, viz: Seven and one-half per centum (7½%) during the period from November 1, 1935 to and including November 1, 1940; five per centum (5%) during the period from November 2, 1940 to and including November 1, 1945; two per centum (2%) for the period from November 2, 1945 to and including November 1, 1948; and without premiums during the period from November 2, 1948 to June 30, 1950.

Bonds of the Series of 1935 of the denomination of either \$1,000 or \$500 shall be exchangeable for a like aggregate principal amount of bonds of the same series of the other of said denominations, upon the terms and conditions specified in said Indenture and Supplemental Indenture.

This bond shall not become valid or obligatory for any purpose, until it shall have been authenticated by the execution by the Corporate Trustee under said Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Iowa Southern Utilities Company of Delaware has caused this bond to be signed in its corporate name by its proper corporate officers there unto authorized, and its corporate seal to be hereunto affixed, and the interest coupons hereto attached to be executed in its behalf by a facsimile signature of its Treasurer, as of the 1st day of November, 1935.

IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE,  
By..... President.

Attest:

.....  
Secretary.

(Form of Interest Coupon)

No.....

\$.....

On the first day of ....., 19....., unless the bond hereinafter mentioned shall have been called for previous redemption, Iowa Southern Utilities Company of Delaware will



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pay to bearer, at the office of The Northern Trust Company in the City of Chicago, State of Illinois, or its successor, or, at the option of the holder, at the office of Bankers Trust Company, or at the office in the Borough of Manhattan, City and State of New York Company, in the Borough of Manhattan, City and State of New York/ of any agency that the Company shall designate from time to time in lieu of said Bankers Trust Company, ..... Dollars (\$.....), in lawful money of the United States of America, being the semi-annual interest due on that date on its First and Refunding Mortgage 5½% Bond, Series of 1935 No.....

IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE,  
By .....  
Treasurer.

Note: Coupons for interest accruing from May 1, 1950 to July 1, 1950 will refer to "two months" interest in lieu of "semi-annual" interest.

(Form of Trustee's Certificate)

THIS IS TO CERTIFY that this Bond is one of the Bonds described in the within mentioned Indentures.

THE NORTHERN TRUST COMPANY, Trustee,  
By .....  
Assistant Secretary.

#### ARTICLE II.

##### ADDITIONAL RESTRICTIONS, LIMITATIONS AND COVENANTS.

SECTION 1. The Company hereby covenants that, after the issue of Five Million Dollars (\$5,000,000) aggregate principal amount of Series 1935 bonds, it will not issue any additional bonds, pursuant to authority granted by the provisions of Section 3 of ARTICLE II of the Original Mortgage except on account of acquisitions within the scope of its corporate powers, after October 31, 1935, of properties used or useful for the production or distribution of gas, electricity or steam heat, which may include land and buildings used or useful for executive, administrative or operating purposes, or on account of betterments, improvements, developments, extensions or additions made, after October 31 1935, to such properties, now or hereafter acquired, and additional bonds, issued under the provisions of said Section 3 of said Article II of the Original Mortgage, shall be issued only for an amount of principal not exceeding (a) seventy-five per cent (75%) of the actual cost to the Company, or (b) (75%) of the fair value, whichever shall be the lesser, of such seventy-five per cent/properties, betterments, improvements, developments, extensions or additions; and that it will not issue any additional bonds pursuant to authority granted by the provisions of Section 4 of Article II of the Original Mortgage.

The Company hereby further covenants that it will not, after the issue of Five Million Dollars (\$5,000,000) aggregate principal amount of Series 1935 bonds, issue any additional bonds pursuant to authority granted by the provisions of Section 3 of Article II of the Original Mortgage unless the net earnings of the Company during twelve (12) consecutive calendar months ending within three (3) months next preceding the application for certification and delivery of such bonds, shall have been not less than two (2) times the aggregate interest charge for the same period of twelve (12) months on all of the outstanding bonds of the Company, secured by the Original Mortgage, and those then applied for, and on all other indebtedness which is secured by lien prior to the lien of the Original Mortgage and any indenture supplemental thereto, upon property covered by the Original Mortgage or any indenture supplemental thereto, but such other indebtedness shall not be deemed to include indebtedness secured solely by lien upon real estate or rights in or relating to real estate acquired for right-of-way purposes, which indebtedness was not created or assumed by the Company and upon which the Company does not customarily pay interest, for the purposes of the Covenant set forth in this paragraph, in computing net earnings, any dividends, distributions or interest, received during such period by the Company from other corporations, and other items of non-operating income of the Company, received during such period by the Company, may be deemed included in the term "net earnings" only to an amount not exceeding eleven and one-ninth per cent (11-1/9%) of the net operating earnings of the Company during such period.

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All certificates, provided to be delivered in connection with bonds issued pursuant to authority granted by the provisions of said Section 3 of Article II of the Original Mortgage shall be modified to the extent required by, and so as to be consistent with, the additional covenants of the Company contained in this Section I of this Article II of this Supplemental Indenture.

The Company hereby further covenants that it will not, after the issue of Five Million Dollars (\$5,000,00) aggregate principal amount of Series 1935 bonds, demand the payment to it of any cash, deposited with the Corporate Trustee under the provisions of Section 8 of Article II of the Original Mortgage, unless it would have been entitled, on the date of such demand, to have had additional bonds issued pursuant to authority granted by said Section 3 of Article II of the Original Mortgage, as modified by this Section I of this Article II of this Supplemental Indenture, and that it will demand payment to it of such cash only to the extent of the principal amount of the additional bonds, which it would have been then so entitled to have issued pursuant to authority granted by said Section 3 of Article II of the Original Mortgage, as modified by this Section I of this Article II of this Supplemental Indenture.

Nothing in this Article II of this Supplemental Indenture contained, however, shall be deemed to affect the right of the Company to issue additional bonds under, and secured by, ~~Company's resources and other bonds secured by~~, the Original Mortgage pursuant to authority granted by the provisions of Sections I, or Section 2, or Section 6, or Section 7, or Section 8 of Article II of the Original Mortgage, and nothing herein contained shall be deemed to affect the right of the Company to issue additional bonds under and secured by the Original Mortgage pursuant to authority granted by the provisions of Section 3 or Section 5 of said Article II of the Original Mortgage, except to the extent such right is specifically affected by the provisions of this Section I of this Article II of this Supplemental Indenture.

For the purposes of this Section I, amounts charged off after October 31, 1935 on the Company's books on account of abandonment or disposition after October 31, 1935 of property owned by the Company on that date, up to but not exceeding an aggregate of \$250,000, shall be charged or offset against the cost or fair value, which ever is the lesser, of properties, betterments, improvements, developments, extensions or additions acquired, made or constructed prior to November 1, 1935, which, without regard to any limitations of this Supplemental Indenture with respect to the issue of additional bonds, would have been available, at the time of such abandonment or disposition, as a basis for the issue of additional bonds, under the provisions of the Original Mortgage, including any such properties, betterments, improvements, developments, extensions and additions which have been made the basis for a prior issue of bonds which bonds which bonds have been voluntarily cancelled by the Company before sale thereof.

Section 2. The Company further hereby covenants that it will not, after October 31, 1935, withdraw or receive, and that there shall not be paid out any cash available to it pursuant to authority granted by Article VII of the Original Mortgage, or pursuant to authority granted by the second paragraph of Section 3 of Article IV of said Original Mortgage on the basis of acquisition of properties, except properties used or useful for the production or distribution of gas, electricity or steam heat, or on the basis of betterments, improvements, developments, extensions or additions, except to properties, now owned or hereafter acquired, used or useful for the production or distribution of gas, electricity or steam heat, or on the basis of the acquisition or discharge of securities of the kind and character referred to in Section 3 and Section 4 of Article II of the Original Mortgage.

Section 3. The Company hereby further covenants that, so long as any Series 1935 bonds

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are outstanding and unpaid, it will not at any time declare or pay any cash dividends after January 1, 1936, on its capital stock of any class, except to an amount not in excess of the net income of the Company available for dividends and which has been earned during a period of twelve (12) consecutive months out of the fifteen (15) calendar months immediately preceding the month in which such dividends shall be declared.

The Company further hereby covenants that, contemporaneously with the issue of Series 1935 bonds, ~~it will deliver to the Corporate Trustee for cancellation all bonds issued or authenticated under the Original Mortgage (other than Series 1935 bonds), then held in the treasury of the Company.~~ it will deliver to the Corporate Trustee for cancellation all bonds issued or authenticated under the

The Company further hereby covenants that, so long as any Series 1935 bonds shall be outstanding and unpaid, it will, on or before May 1 of each year, commencing with May 1, 1936 deliver to the Corporate Trustee and deposit in the mail addressed to W. C. Langley & Co., number 115 Broadway, New York, New York, or to any other address furnished by said W. C. Langley & Co., a copy of an audit report of the Company, covering the next preceding calendar year, and executed by an independent Public Accountant satisfactory to the Corporate Trustee.

## ARTICLE III.

## Maintenance and Improvement Fund.

Section 1. The Company covenants that it will establish a Maintenance and Improvement Fund (hereinafter sometimes referred to as the "Series of 1935 Maintenance and Improvement Fund"), and will, while any of the Series 1935 bonds remain outstanding hereunder, on or before the first day of July, 1937, ~~and on or before the first day of July, 1937,~~ and on or before the first day of July of each year thereafter, set aside and deposit with the Corporate Trustee to the account of such fund a total aggregate amount of dollars which shall be equal to the sum of:

- (a) An amount equal to twenty-five per centum (25%) of its gross operating revenue derived during the preceding calendar year from its interurban railway properties; and
- (b) An amount determined by multiplying the cost of all of the busses owned by it at the end of such preceding calendar year, by a fraction, the numerator of which is in the amount of the total number of miles traveled by all such busses during such preceding calendar year, and the denominator of which is an amount equal to 300,000 multiplied by the number of said busses owned by it at the end of such preceding calendar year. In arriving at such amount, there shall be omitted from such cost of busses ~~and~~ from the numerator and denominator of such fraction all computations or figures in respect to each and all of such busses which shall have traveled in excess of 300,000 miles; and
- (c) An amount equal to fifteen per centum (15%) of its gross operating revenue derived during the preceding calendar year from its public utility properties, other than interurban railways and busses.

Gross operating revenue, as used in this Section 1, shall be deemed to exclude any revenue from the sale of merchandise and any other non-operating income.

so

Section 2. There may be deducted, to the extent that the Company <sup>so</sup> desires, from the amount required to be set aside and deposited in the Series of 1935 Maintenance and Improvement Fund, the following amounts or credits:

- (a) All moneys actually deposited (contemporaneously or prior thereto) with the Corporate Trustee in respect to the Maintenance and Improvement Fund (hereinafter sometimes referred to as the "Original Maintenance and Improvement Fund") provided for in and by Article VI of the Original Mortgage, based upon gross earnings for the preceding calendar year; and
- (b) All amounts expended during the preceding calendar year for ~~ordinary repairs and maintenance~~ of the properties of the Company; and
- (c) All amounts expended during the preceding calendar year for renewals, replacements and substitutions of property; and
- (d) The cost or fair value, whichever is less, of properties acquired during the preceding calendar year, used or useful for the production or distribution of gas, electricity, or steam heat, or of betterments, improvements, developments, extensions or additions to or about properties (whether or not such properties constitute properties used or useful for the production or distribution of gas, electricity or steam heat), now or hereafter acquired, made during the preceding calendar year, not including any credits taken under subparagraphs (b) and (c) of this Section 2, and without deduction on account of abandonment or disposition of any property.

All credits, provided for by this Section 2, shall be available only to the extent that the moneys expended, and the renewals, replacements, substitutions, acquisitions, betterments, improvements, developments, extensions and additions have not been used as a basis for the authentication and delivery of bonds or the withdrawal of cash or the release of property

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under any provisions of the Original Mortgage or this Supplemental Indenture.

Section 3. Moneys required, under the <sup>Original Mortgage, to be deposited in the</sup> Original Maintenance and Improvement Fund, shall be deposited in cash (and not by the delivery of bonds, in lieu thereof) with the Corporate Trustee on or before the 1st Day of July, beginning July 1, 1937, following the calendar year in respect to which the amount to be deposited in the Original Maintenance and Improvement Fund is computed. Cash so deposited shall be held and mingled with all moneys deposited with the Corporate Trustee as provided for in this Article III in respect to the Series of 1935 Maintenance and Improvement Fund, and shall be subject to withdrawal upon the same terms and conditions, except as in this Section 3 to the contrary provided, governing the withdrawal of moneys deposited in respect to the Series of 1935 Maintenance and Improvement Fund.

On or before the 1st day of July next succeeding any such calendar year, the Company shall file with the Corporate Trustee a certificate signed in the name of the Company by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company (hereinafter sometimes referred to as an "officers' certificate") stating separately the amounts figured in accordance with subparagraphs (a), (b) and (c) of Section 1 of this Article III, and, to the extent that the Company desires to include the same, the credits provided for under subparagraphs (a), (b), (c) and (d) of Section 2 of this Article III, separately stated, and also the cost or fair value, whichever is less, of properties, betterments, improvements, developments, extensions or additions of the character specified in subparagraph (d) of Section 2 of this Article III, if credit is sought thereunder, and also the amount of the balance of the amount required to be deposited under subparagraphs (a), (b) and (c) of Section 1 of this Article III after the deduction of such credits.

The company shall pay to the Corporate Trustee in cash on or before the said 1st day of July, the amount of any such balance. The delivery by the Company to the Corporate Trustee of bonds of any series issued and outstanding under the Original Mortgage or any indenture supplemental thereto, with all unmatured coupons thereunto appertaining if such bonds be coupon bonds, shall be deemed equivalent to payment of cash to an amount equal to the aggregate principal amount of the bonds so delivered. All bonds so delivered to the Corporate Trustee shall forthwith be canceled by the Corporate Trustee and upon the written request of the Company shall be delivered to the Company..

The officers' certificate as aforesaid shall specify the respective amounts which the Company desires to avail itself of as credits under subparagraphs (a), (b), (c) and (d) of Section 2 of this Article III against moneys to be deposited in the Series of 1935 Maintenance and Improvement Fund, as provided in Section 1 of this Article III, and the Company shall be entitled to avail itself of ~~any~~ such specified amounts as such credits to the exclusion of any and all other amounts expended which would be available as such credits.

The officers' certificate provided for in this Section 3, or the written order provided for in Section 4 of this Article III, in the event that a credit under Section 2 of this Article III against, or a withdrawal under Section 4 of this Article III of, moneys deposited or to be deposited, is based upon the acquisition of properties or betterments, improvements, developments, extensions or additions to or about property, shall be accompanied by a certificate of an engineer (who may be in the employ of the Company) appointed by the Company and satisfactory to the Corporate Trustee, that the fair value of such properties, betterments, improvements, developments, extensions or additions ~~to xxxxx about~~  
~~property xxxxxx~~ ~~be xxxxx accompanied by a certificate of an engineer (who may be in the employ of~~  
~~the Company) appointed by the Company and satisfactory to the Corporate Trustee, that the~~  
~~fair value of such xxxxx properties, betterments, improvements, developments, extensions or ad-~~  
~~x xxxxx,~~ is equal to the amount stated in the certificate of such engineer.

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In case the total amount of credits computed in accordance with subparagraphs (a), (b), (c) and (d) of Section 2 of this Article III, included by the Company in any officers' certificate filed for any calendar year shall exceed the total of the amounts of subparagraphs (a), (b), and (c) of Section 1 of this Article III, then such excess shall be available in any subsequent year or years as a credit balance to be offset against the amount to be deposited under the Series of 1935 Maintenance and Improvement Fund, and in such case such officers' certificate shall show the amount of such excess of <sup>provided, however, that such excess of</sup> credits may also be applied in respect of the Original Maintenance and Improvement Fund to the extent that such application may properly be made under Article VI of the Original Mortgage.

Such excess of credits, so far as such excess is not offset against the amount to be deposited under the Series of 1935 Maintenance and Improvement Fund, may, anything herein contained to the contrary notwithstanding, be made the basis for the issuance of additional bonds under the Original Mortgage, subject to the restrictions contained in Article II of this Supplemental Indenture, to the extent that the expenditures, property acquisitions, betterments, improvements, developments, extensions or additions, which are properly allocable to such excess of credits, may be made the basis for the issuance of additional bonds under the Original Mortgage <sup>and</sup> under this Supplemental Indenture. So much of such excess of credit as is used as the basis for the issuance of additional bonds under this paragraph, shall not again be used under the Original Mortgage or this Supplemental Indenture for any purpose whatsoever.

SECTION 4. All moneys received by the Corporate Trustee as deposits under the Original Maintenance and Improvement Fund and under the Series of 1935 Maintenance and Improvement Fund, shall, provided no event of default shall have occurred and be continuing, be paid out to the Company from time to time by the Corporate Trustee upon the written order of the President or a Vice President, and the Treasurer or an Assistant Treasurer only in amounts as follows: to the extent of (a) expenditures, subsequent to October 31, 1935, on account of renewals, replacements and substitutions of property, or (b) the full cost or fair value, whichever is less, of properties acquired, subsequent to October 31, 1935, used or useful for the production or distribution of gas, electricity or steam heat, or of additions, betterments, improvements, extensions or developments, subsequent to October 31, 1935, to or about such properties, now or hereafter acquired, provided, however, that the amounts so expended, as set forth in clauses (a) and (b) of this paragraph, may be made the basis for the payment of moneys hereunder only to the extent that the amounts so expended or the property acquired thereby have not been used as a basis for the issuance of bonds under the Original Mortgage and any indenture supplemental thereto, or as an actual offsetting credit against moneys required to be deposited in the Series of 1935 Maintenance and Improvement Fund, or received on account of the principal of any of the securities pledged under the Original Mortgage, or acquired by means of insurance or condemnation moneys, or used for the purpose of the release of property subject to the Original Mortgage.

All moneys received by the Corporate Trustee as deposits under the Original Maintenance and Improvement Fund and under the Series of 1935 Maintenance and Improvement Fund shall, provided no event of default shall have occurred and be continuing, further be paid out to the Company from time to time by the Corporate Trustee upon written order, as aforesaid, upon the delivery to the Corporate Trustee of bonds of the series first maturing (or if more than one series matures at one time, of the series first issued), with all coupons thereunto appertaining if such bonds be coupon bonds, to the extent of the principal amount of such bonds so delivered. Any balance of the moneys so deposited with the Corporate Trustee shall, provided no event of default shall have occurred and be continuing, upon written order, as aforesaid, be used by the Corporate Trustee for the purchase of bonds of any series at the lowest prices then available, but not in excess of the redemption price thereof, or for the



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redemption of bonds of any series in accordance with the provisions of the Original Mortgage and any indentures supplemental thereto. All bonds so delivered by the Company to the Corporate Trustee or so purchased or redeemed by the Corporate Trustee shall be canceled and forthwith delivered to the Company.

All such deposited moneys so paid out, to the extent that such moneys so paid out involve payments upon redemption, of an amount in excess of the principal amount of the particular bonds redeemed, or involve payment made for the purchase of bonds, or involve payment made on the basis of any other expenditure, acquisition of property, or betterments, improvements, developments, extensions or additions to or about property, to an amount in excess of the amount provided in Section 3 of Article VI of the Original Mortgage to be paid out of moneys deposited under the Original Maintenance and Improvement Fund, shall be solely paid out from that portion of the deposited moneys which is allocable to moneys deposited under the Series of 1935 Maintenance and Improvement Fund to the exclusion of moneys deposited under the Original Maintenance and Improvement Fund.

All such deposited moneys and all bonds and obligations purchased out of such deposited moneys, shall, if an event of default shall have occurred and shall be continuing, be applied pro rata to the payment of the principal and interest of the bonds issued and outstanding under and secured by the Original Mortgage, as is provided in Section 14 of Article XII of the Original Mortgage.

SECTION 5. The provisions of this Supplemental Indenture in respect to the Series of 1935 Maintenance and Improvement Fund shall not relieve the Company of any of its obligations in respect of the Original Maintenance and Improvement Fund so long as any bonds which were on October 31, 1935, issued and outstanding under and secured by the Original Mortgage, remain so issued and outstanding, but from and after the date on which all bonds which were on October 31, 1935 issued and outstanding under and secured by the Original Mortgage, shall have been duly paid or redeemed, or proper provision shall have been made for the redemption thereof, the obligation of the Company to establish, deposit and pay into a Maintenance and Improvement Fund, and the right of the Company to receive, withdraw or apply moneys on deposit in a Maintenance and Improvement Fund shall be solely governed by the provisions of this Supplemental Indenture as to the rights and obligations of the Company in respect to the Series of 1935 Maintenance and Improvement Fund.

SECTION 6. Any moneys held by the Corporate Trustee under the provisions of this Article III, in respect to the Series of 1935 Maintenance and Improvement Fund shall, at the request of, and only at the request of, the Company evidenced by a written order of the President or a Vice President or the Treasurer or an Assistant Treasurer of the Company, be invested or reinvested by the Corporate Trustee in any bonds or other obligations of the United States of America, maturing within two years from the date of such request, and designated by the Company; provided, however, that the Corporate Trustee shall not be required to make any such investment after it has canceled and discharged the lien of the Original Mortgage in accordance with the terms and provisions thereof. Until an event of default shall occur and be continuing, any interest on such bonds and obligations which may be received by the Corporate Trustee pursuant to the provisions of this Section 6 shall be forthwith paid to the Company. Such bonds and obligations shall be held by the Corporate Trustee subject to the same terms, conditions and purposes as the moneys used to purchase such bonds and obligations. Upon request of, and only upon request of, the Company, evidenced by written order, as aforesaid, the Corporate Trustee shall sell all or any designated part of such bonds or obligations and the proceeds of such sale shall be held by the Corporate Trustee subject to the same provisions as the moneys used by it to purchase such bonds or obligations. In case the net proceeds (exclusive of interest) realized upon any sale shall amount to less than the



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amount invested (exclusive of interest) by the Corporate Trustee in the purchase of the bonds and obligations sold, the Corporate Trustee shall, within five days after such sale notify the Company in writing thereof, and within five days after such notification has been received by the Company, <sup>the Company</sup> shall pay to the Corporate Trustee the amount of such difference, and the amount so paid shall be held by the Corporate Trustee in like manner and subject to the same conditions as the proceeds realized upon such sale.

Whenever the Company shall become entitled to the payment to it by the Corporate Trustee of any moneys deposited with or then held by the Corporate Trustee, the Company shall accept bonds, securities or other obligations, held by the Corporate Trustee as part of the trust estate pursuant to the provisions of this Section 6, tendered to it by the Corporate Trustee in lieu of cash, to the extent of the cost thereof (exclusive of interest) to the Corporate Trustee, if purchased by it.

SECTION 7. The certificates and written orders provided for in this Article III, shall be full authority to the Trustees for all actions ~~in respect thereto~~ in respect thereto provided for in this Article III; but before taking any such action the Trustees may, and if requested in writing so to do by the holders of not less than fifty per cent (50%) in amount of the outstanding bonds and furnished with adequate security and indemnity, shall, cause to be made such independent examination as they may see fit, and the expenses thereof shall be paid by the Company, or if paid by the Trustees, shall be repaid by the Company upon demand, with interest at the rate of seven per cent (7%) per annum. If any such independent investigation shall be made at the request of the bondholders, and it shall appear that the Company is nevertheless entitled to such action, the expense of such investigation shall be borne by such bondholders.

SECTION 8. Wherever in Section 1 of Article II, subparagraph (a) of Section 3 of Article II, Section 11 of Article III, or Section 1 of Article VII of the Original Mortgage, the Maintenance and Improvement Fund provided for in Article VI of the Original Mortgage is referred to, such reference shall further be deemed to include a reference to the Series of 1935 Maintenance and Improvement Fund and the obligations and rights of the Company shall be modified in respect to such inclusions.

## ARTICLE IV.

## AMENDMENTS TO ORIGINAL MORTGAGE.

1935

SECTION 1. From and after the date on which all bonds, which were, on October 31, 1935, issued and outstanding under and secured by the Original Mortgage, shall have been duly paid or redeemed, or proper provision made for the redemption thereof, the provision, contained in Section 3 of Article I of the Original Mortgage, to the effect that no bonds issued under the Original Mortgage shall be made payable at a date earlier than the date of maturity of any bonds previously issued thereunder and then outstanding, or at a date earlier than February 1, 1943, shall be null and void.

SECTION 2. From and after the date on which all bonds, which were, on October 31, 1935, issued and outstanding under and secured by the Original Mortgage, shall have been duly paid or redeemed, or proper provision made for the redemption thereof, the provisions of Section 7 of Article II of the Original Mortgage shall be deemed to be amended to read as follows:

"SECTION 7. For the purpose of refunding any series of bonds at any time outstanding hereunder, the Company may surrender to the Corporate Trustee for cancellation all or any of the outstanding and unpaid bonds of such series, together with all unmatured interest coupons thereto appertaining, if any, and deposit with the Corporate Trustee cash, in an amount sufficient to pay in full or redeem all such bonds of such series not so surrendered for cancellation and all papers requested by the Corporate Trustee, as necessary for payment or redemption thereof, all to be utilized by the Corporate Trustee for payment or redemption thereof, and the Company may thereupon issue a new series of bonds and coupons hereunder, in lieu of such first mentioned series of bonds and coupons, and the Corporate Trustee shall thereupon certify and deliver to the Company such new series of bonds in an aggregate principal amount equal to the aggregate principal amount of such bonds of such first mentioned series, and such new series of bonds may contain any terms and provisions

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permitted by this indenture to be included in any series of bonds issued hereunder. All bonds and coupons so surrendered to the Corporate Trustee, or so paid or redeemed by the Corporate Trustee, shall be canceled by the Corporate Trustee and delivered to the Treasurer or Assistant Treasurer of the Company. In issuing bonds under the provisions of this Section 7 of Article II, the Company shall not be required to furnish the certificates provided for by Section 3 of Article II hereof"

Section 3. From and after the date on which all bonds, which were, on October 31, 1935, issued and outstanding under and secured by the Original Mortgage, shall have been duly paid or redeemed, or proper provision shall have been made for the redemption thereof, all bonds issued under and secured by the Original Mortgage, upon the written request of the Company, signed by its President or a Vice President and upon the consent of the Corporate Trustee, may be designated "First Mortgage Bonds", or by such other name as the Company desires instead of "First and Refunding Mortgage Bonds".

Section 4. Until the payment in full or redemption of all bonds which were, on October 31, 1935, issued and outstanding, under and secured by the Original Mortgage, or until proper provision for the redemption thereof has been made, all provisions of the Original Mortgage shall remain and continue in full force and effect, but the limitations, conditions and restrictions, contained in the Original Mortgage to be observed by the Company shall be deemed added to, to the extent provided in Article II and Article III of this Supplemental Indenture. After the payment in full or redemption of all bonds which were, on October 31, 1935, issued and outstanding under and secured by the Original Mortgage, or after proper provision has been made for the redemption thereof, the Original Mortgage shall be deemed to have been amended to the extent provided in Article III and this Article IV of this Supplemental Indenture.

## ARTICLE V.

## MISCELLANEOUS.

SECTION 1. Except as otherwise provided herein, all of the terms, provisions and conditions of the Original Mortgage shall be and remain in full force and effect, and shall apply to the Series 1935 bonds and to the holders thereof.

SECTION 2. All representations and recitals herein set forth or in the bonds referred to herein, are made by and on behalf of the Company and the Trustees are in no way responsible therefor, nor for any statements herein contained.

SECTION 3. This Supplemental Indenture shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and the Trustees and their respective successors.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in its corporate name by its President or a Vice President, and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and the said The Northern Trust Company, to evidence its acceptance of the trusts hereby created, has caused these presents to be signed in its behalf by its President or a Vice President, and sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and said Harold H Rockwell, to evidence his acceptance of said trusts, has hereunto set his hand and seal, all as of the day and year first above written.

Attest:  
H.R.Bechtel,  
Secretary.  
(CORPORATE SEAL)

Attest:  
W.H.Bell  
Ass't Secretary

Witnesses to signatures of E.F.  
Bulmahn and H.R.Bechtel:  
Freeman Day  
Richard Grossman

Witnesses to signatures of H.M.  
Gustafson and W.H.Bell:  
J.S.Parker  
William M. Mueller

IOWA SOUTHERN UTILITIES COMPANY  
OF DELAWARE,  
By E.F.Bulmahn President

THE NORTHERN TRUST COMPANY  
As Trustee.  
By H.M.Gustafson  
Second Vice President

Harold H. Rockwell (SEAL)  
As Trustee.

Executed in 30 Counterparts.

J. H. WELCH PRtg. CO., DES MOINES, IOWA

Witnesses to signature of Harold H. Rockwell:

J.S.Parker  
Lillian M. Mueller.  
STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK         )

BE IT KNOWN, that on this 22nd day of November, A.D.1935, before me, a Notary Public in and for said County and State, duly commissioned and qualified, appeared E.F.Bulmahn , President, and H.R.Bechtel, Secretary, of Iowa Southern Utilities Company of Delaware, the corporation described in and which executed the foregoing instrument, personally known to me to be such President and Secretary and to be the same persons who executed the foregoing instrument for and on behalf of said Iowa Southern Utilities Company of Delaware, and whose names are subscribed thereunto, and having been by me duly sworn, severally acknowledged that they signed, sealed, executed and delivered said instrument as such President and Secretary, respectively, as and for their free and voluntary act and deed and as and for the free and voluntary act and deed of said Iowa Southern Utilities Company of Delaware, for the uses and purposes therein set forth, and they and each of them did depose and say that they were respectively the President and Secretary of said Iowa Southern Utilities Company of Delaware; that they knew the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was so affixed by order of the Board of Directors of said Company, and that they signed their respective names as such President and Secretary by like order.

I further hereby certify that said instrument was signed by said E.F.Bulmahn and H.R. Bechtel in my presence and in the presence of the subscribing witnesses.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

(NOTARIAL SEAL)

Alfred G. Johnson  
Notary Public.  
My commission expires: January 9th 1937

STATE OF ILLINOIS) ss.  
COOK COUNTY,        )

I, Michael J. Flynn, County Clerk of the County of Cook, Do hereby certify that I am the lawful custodian of the official records of Notaries Public in said County and as such officer am duly authorized to issue certificates of magistracy, that Alfred G. Johnson whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was at the time of taking such proof of acknowledgemnt a Notary Public in and for Cook County duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois and toadmininster oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgemnt is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 5th day of Dec. 1935.

(DISTRICT COURT SEAL)

Michael J. Flynn  
County Clerk.

STATE OF ILLINOIS,        )  
                                  ) ss.  
COUNTY OF COOK.         )

BE IT KNOWN, that on this 23rd day of November A.D.1935, before me, a Notary Public in and for said County and State, duly commissioned and qualified, appeared H.M.Gustafson, 2nd Vice President, and W.H.Bell, Ass't Secretary of The Northern Trust Company, the corporation described in and which executed the foregoing instrument, personally known to me to be such 2nd Vice President and Ass't Secretary and to be the same persons who executed the foregoing instrument for and on behalf of said The Northern Trust Company, and whose names are subscribed thereunto, and having been by me duly sworn, severally acknowledge that they signed

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sealed, executed and delivered said instrument as such 2nd Vice President ~~XXXXXXXX~~ and Ass't Secretary, respectively, as and for their free and voluntary act and deed and as and for the free and voluntary act and deed of the said The Northern Trust Company, for the uses and purposes therein set forth, and they and each of them did depose and say that they were respectively the <sup>2nd</sup> Vice President and Ass't Secretary of said The Northern Trust Company; that they knew the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was so affixed by order of the Board of Directors of said Company, and that they signed their respective names as such 2nd Vice President and Ass't Secretary by like order.

I hereby further certify that said instrument was signed by said H.M.Gustafson and W.H. Bell in my presence and in the presence of the subscribing witnesses.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

(NOTARIAL SEAL)

My Commission expires: November 24th 1937.

Frank G. Grady  
Notary Public

STATE OF ILLINOIS,     )  
                                  ) SS.  
COUNTY OF COOK.        )

BE IT KNOWN, that on this 23rd day of November, A.D.1935, before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Harold H. Rockwell, one of the Trustees mentioned in the foregoing instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that as such Trustee he signed, sealed, executed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

I further hereby certify that said instrument was signed by said Harold H. Rockwell in my presence and in the presence of the subscribing witnesses.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

(NOTARIAL SEAL)

Frank G. Grady Notary Public  
My commission expires: November  
24th 1937.

STATE OF ILLINOIS     ) ss.     I, Michael J. Flynn, County Clerk of the County of Cook, DO  
COOK COUNTY.            )  
HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public in said County and as such officer am duly authorized to issue certificates of magistracy, that Frank G. Grady, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 4 day of Dec. 1935.

(DISTRICT COURT SEAL)

Michael J. Flynn, County Clerk

RECORDED