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EXECUTED IN 100 COUNTERPARTS

No. 42

BOX 76

BOX 76

Supplemental Indenture

87022332

DATED JANUARY 12, 1987

COMMONWEALTH EDISON COMPANY

TO

CONTINENTAL ILLINOIS NATIONAL BANK

AND TRUST COMPANY OF CHICAGO

AND

M. J. KRUGER

RECORDED IN COOK COUNTY, ILL.
ON DEC. 18, 1923 AS DOC. NO. 6223555
IN BOOK 19422 PAGE 268

TRUSTEES UNDER MORTGAGE DATED JULY 1, 1923, AND CERTAIN

INDENTURES SUPPLEMENTAL THERETO

PROVIDING FOR ISSUANCE OF

FIRST MORTGAGE 9 1/8% BONDS, SERIES 61

DUE JANUARY 15, 2014

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BOX 76

BOX 76

This instrument prepared by W. L. RAMEY, P. O. Box 707, Chicago, Illinois 60684

THIS SUPPLEMENTAL INDENTURE, dated January 12, 1987, between COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Company"), party of the first part, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized and existing under the laws of the United States of America, and M. J. KRUGER, of Chicago, Illinois, as Trustee and Co-Trustee, respectively, under the Mortgage of the Company dated July 1, 1923, as amended and supplemented by Supplemental Indentures dated, respectively, August 1, 1944, August 1, 1946, April 1, 1953, March 1, 1957, March 1, 1958, March 1, 1960, April 1, 1966, November 1, 1966, December 1, 1966, March 31, 1967, April 1, 1967, February 1, 1968, July 1, 1968, October 1, 1968, February 28, 1969, May 20, 1970, January 1, 1971, June 1, 1971, July 27, 1971, May 31, 1972, June 1, 1973, June 15, 1973, October 15, 1973, May 31, 1974, July 1, 1974, March 1, 1975, June 13, 1975, November 15, 1975, May 28, 1976, January 15, 1977, June 1, 1977, June 3, 1977, December 1, 1977, May 17, 1978, August 31, 1978, October 15, 1978, June 18, 1979, June 15, 1980, June 20, 1980, January 15, 1981, April 16, 1981, November 1, 1981, March 10, 1982, April 30, 1982, August 15, 1982, December 15, 1982, April 15, 1983, May 15, 1983, November 15, 1983, April 15, 1984, July 15, 1984, March 1, 1985, April 15, 1985, August 23, 1985, February 13, 1986, April 15, 1986, May 1, 1986, May 9, 1986 and August 15, 1986, parties of the second part (said Trustee being hereinafter called the "Trustee", the Trustee and said Co-Trustee being hereinafter together called the "Trustees", and said Mortgage dated July 1, 1923, as amended and supplemented by said Supplemental Indenture dated August 1, 1944, being hereinafter called the "Mortgage"),

WITNESSETH:

WHEREAS, the Mortgage provides for the issuance from time to time thereunder, in series, of bonds of the Company for the purposes and subject to the limitations therein specified; and

WHEREAS, the Company desires, by this Supplemental Indenture, to create an additional series of bonds to be issuable under the Mortgage, such bonds to be designated "First Mortgage 9 1/8% Bonds, Series 61" (hereinafter called the "bonds of Series 61") and the terms and provisions to be contained in the bonds of Series 61 or to be otherwise applicable thereto to be as set forth in this Supplemental Indenture; and

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PROTECTIVE COUNTY CLERK'S Office

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WHEREAS, the bonds of Series 61 and the Trustee's certificate to be endorsed thereon shall be substantially in the form of the General Form of Registered Bond Without Coupons and the form of the General Form of Trustee's Certificate set forth in Section 3.05 of the Supplemental Indenture dated August 1, 1944, to the Mortgage with such appropriate insertions, omissions and variations in order to express the designation, date, maturity date, annual interest rate, record dates for, and dates of, payment of interest, denominations, terms of redemption and redemption prices, and other terms and characteristics authorized or permitted by the Mortgage or not inconsistent therewith; and

WHEREAS, the Company is legally empowered and has been duly authorized by the necessary corporate action and by order of the Illinois Commerce Commission to make, execute and deliver this Supplemental Indenture, and to create, as an additional series of bonds of the Company, the bonds of Series 61, and all acts and things whatsoever necessary to make this Supplemental Indenture, when executed and delivered by the Company and the Trustees, a valid, binding and legal instrument, and to make the bonds of Series 61, when authenticated by the Trustee and issued as in the Mortgage and in this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, as amended and supplemented, have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar duly paid by the Trustees to the Company, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. *Designation and Issuance of Bonds of Series 61.* The bonds of Series 61 shall, as hereinbefore recited, be designated as the Company's "First Mortgage 9 1/4% Bonds, Series 61." Subject to the provisions of the Mortgage, the bonds of Series 61 shall be issuable without limitation as to the aggregate principal amount thereof.

SECTION 2. *Form, Date, Maturity Date, Interest Rate and Interest Payment Dates of Bonds of Series 61.* The definitive bonds of Series 61 shall be in engraved, lithographed or printed form and shall be registered bonds without coupons, and such bonds and the Trustee's certificate to be en-

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dorsed thereon shall be substantially in the forms hereinbefore recited, respectively. The bonds of Series 61 shall be dated as provided in Section 3.01 of the Mortgage, as amended by Supplemental Indenture dated April 1, 1967. All bonds of Series 61 shall mature January 15, 2014, and shall bear interest at the rate of 9 $\frac{1}{4}$ % per annum until the principal thereof shall be paid. Such interest shall be payable semi-annually on the fifteenth day of January and the fifteenth day of July in each year, commencing July 15, 1987. January 1 and July 1 in each year are hereby established as record dates for the payment of interest payable on the next succeeding interest payment dates, respectively. The interest on each bond of Series 61 so payable on any interest payment date shall, subject to the exceptions provided in Section 3.01 of the Mortgage, as amended by said Supplemental Indenture dated April 1, 1967, be paid to the person in whose name such bond is registered at the close of business on the January 1 or July 1, as the case may be, next preceding such interest payment date.

SECTION 3. Execution of Bonds of Series 61. The bonds of Series 61 shall be executed on behalf of the Company by its President or one of its Vice-Presidents, manually or by facsimile signature, and shall have its corporate seal affixed thereto or a facsimile of such seal imprinted thereon, attested by its Secretary or one of its Assistant Secretaries, manually or by facsimile signature, all as may be provided by resolution of the Board of Directors of the Company. In case any officer or officers whose signature or signatures, manual or facsimile, shall appear upon any bond of Series 61 shall cease to be such officer or officers before such bond shall have been actually authenticated and delivered, such bond nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose signature or signatures, manual or facsimile, appear thereon had not ceased to be such officer or officers of the Company.

SECTION 4. Medium and Places of Payment of Principal of and Interest on Bonds of Series 61; Transferability and Exchangeability. Both the principal of and the interest on the bonds of Series 61 shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and both such principal and interest shall be payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option

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of the registered owner, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, and such bonds shall be transferable and exchangeable, in the manner provided in Sections 3.09 and 3.10 of the Mortgage, at said office or agency. No charge shall be made by the Company to the registered owner of any bond of Series 61 for the transfer of such bond or for the exchange thereof for bonds of other authorized denominations, except, in the case of transfer, a charge sufficient to reimburse the Company for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee.

SECTION 5. *Denominations and Numbering of Bonds of Series 61.* The bonds of Series 61 shall be issued in the denomination of \$1,000 and in such multiples of \$1,000 as shall from time to time hereafter be determined and authorized by the Board of Directors of the Company or by any officer or officers of the Company authorized to make such determination, the authorization of the denomination of any bond of Series 61 to be conclusively evidenced by the execution thereof on behalf of the Company. Bonds of Series 61 shall be numbered R-1 and consecutively upwards.

SECTION 6. *Temporary Bonds of Series 61.* Until definitive bonds of Series 61 are ready for delivery, there may be authenticated and issued in lieu of any thereof and subject to all of the provisions, limitations and conditions set forth in Section 3.11 of the Mortgage, temporary registered bonds without coupons of Series 61.

SECTION 7. *Redemption of Bonds of Series 61.* At the option of the Company, and upon the notice and in the manner provided in Section 5.03(a) or 5.03(b), whichever shall be applicable, of the Mortgage, and with the effect provided in said Section 5.03, the bonds of Series 61 may be redeemed by the Company as a whole at any time or in part from time to time prior to maturity thereof (subject, however, to the proviso concluding this Section 7), by the payment of amounts equal to the following percentages of the principal amount of the bonds to be redeemed, in each case plus accrued interest to the date of redemption:

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

I, MARY RECCHIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that M. J. KRUGER, one of the parties described in and which executed the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, executed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of January, A.D. 1987.


MARY RECCHIA
Notary Public

(SEAL)

My Commission expires March 13, 1990.

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DEPT. OF RECORDING 117.00
TRUSTEE TRAV 2416 01/13/87 10 26.00
#5126 # A 87-022332
COOK COUNTY RECORDER

COMMONWEALTH EDISON COMPANY
REAL ESTATE DEPT.
P.O. BOX 767
CHICAGO, ILLINOIS 60690

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3 7 0 2 2 3 3 2

IF REDEEMED DURING TWELVE MONTH PERIOD BEGINNING

January 15	Per- centage	January 15	Per- centage	January 15	Per- centage
1987	108.38	1996	104.61	2005	100.84
1988	107.96	1997	104.19	2006	100.42
1989	107.54	1998	103.77	2007	100.00
1990	107.12	1999	103.35	2008	100.00
1991	106.70	2000	102.93	2009	100.00
1992	106.29	2001	102.51	2010	100.00
1993	105.87	2002	102.10	2011	100.00
1994	105.45	2003	101.68	2012	100.00
1995	105.03	2004	101.26	2013	100.00

provided, however, that prior to January 15, 1992, none of the bonds of Series 61 may be redeemed through refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company of less than 9.29% per annum, the term "interest cost to the Company" meaning the annual percentage yield to stated maturity of the debt at the net price to the Company therefor, determined by reference to a standard table of bond yields, using straight-line interpolation if necessary ("net price to the Company" to be determined after allowing for all discounts, commissions, finder's or negotiator's fees, standby or commitment charges and any other compensation received or receivable directly from the Company by underwriters, investment bankers or other financing agents, or purchasers).

SECTION 8. Miscellaneous. The terms and conditions of this Supplemental Indenture shall be deemed to be a part of the terms and conditions of the Mortgage for any and all purposes. The Mortgage, as supplemented by said indentures supplemental thereto dated subsequent to August 1, 1944 and referred to in the first paragraph of this Supplemental Indenture, and as further supplemented by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

This Supplemental Indenture shall bind and, subject to the provisions of Article XIV of the Mortgage, inure to the benefit of the respective successors and assigns of the parties hereto.

Although this Supplemental Indenture is dated January 12, 1987, it shall be effective only from and after the actual time of its execution and delivery by the Company and the Trustees on the date indicated by their respective acknowledgments hereto annexed.

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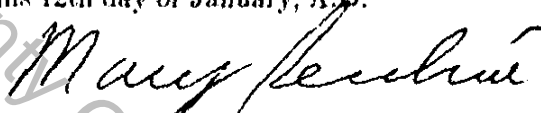
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STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, MARY RECCHIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALICE K. GREENHOUSE, a Second Vice-President of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, one of the parties described in and which executed the foregoing instrument, and JOSEPH J. MORAND, Trust Officer of said banking association, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice-President and Trust Officer, respectively, and who are both personally known to me to be a Second Vice-President and a Trust Officer, respectively, of said banking association, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such Second Vice-President and Trust Officer, respectively, of said banking association, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of January, A.D. 1987.


MARY RECCHIA
Notary Public

(SEAL)

My Commission expires March 13, 1990.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Supplemental Indenture to be executed in its name by one of its Vice Presidents, and its seal to be hereunto affixed and attested by its Secretary, and Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the Mortgage, has caused this Supplemental Indenture to be executed in its name by one of its Second Vice-Presidents, and its seal to be hereunto affixed and attested by one of its Trust Officers, and M. J. Kruger, as Co-Trustee under the Mortgage, has hereunto affixed his signature and seal, all as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

R. P. Bachert

By R. P. BACHERT
Vice President and Comptroller

(SEAL)

ATTEST:

Klaus H. Wisiol

KLAUS H. WISIOL
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Alice K. Greenhouse

By ALICE K. GREENHOUSE
Second Vice-President

(SEAL)

ATTEST:

Joseph J. Morand

JOSEPH J. MORAND
Trust Officer

M. J. Kruger

M. J. KRUGER

(SEAL)

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

I, LAURA A. D'AMBROSIO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. P. BACHERT, Vice President and Comptroller of Commonwealth Edison Company, an Illinois corporation, one of the parties described in and which executed the foregoing instrument, and KLAUS H. WISIOI, Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Comptroller and Secretary, respectively, and who are both personally known to me to be a Vice President and Comptroller and Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such Vice President and Comptroller and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of January, A.D. 1987.


LAURA A. D'AMBROSIO
Notary Public

(SEAL)

My Commission expires June 11, 1989.

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