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January 13, 1987

NO.	VOLUME	PAGE	NO.	VOLUME	PAGE	NO.	VOLUME	PAGE
842362	1690	182	2034-1	1014020	11	2034-1	1014104	53
842816	1690	409	2034-1	1014022	12	2034-1	1014106	54
845771	1695	386	2034-1	1014024	13	2034-1	1014108	55
845775	1695	388	2034-1	1014026	14	2034-1	1014110	56
847339	1699	170	2034-1	1014028	15	2034-1	1014112	57
853545	1711	273	2034-1	1014030	16	2034-1	1014116	59
854443	1713	222	2034-1	1014032	17	2034-1	1014118	60
861933	1727-2	467	2034-1	1014036	18	2034-1	1014120	61
864839	1733B	420	2034-1	1014038	20	2034-1	1014124	62
864841	1733B	421	2034-1	1014040	21	2034-1	1014130	63
864845	1733B	423	2034-1	1014042	22	2034-1	1014132	66
864847	1733B	424	2034-1	1014044	23	2034-1	1014134	67
864853	1733B	427	2034-1	1014046	24	2034-1	1014136	68
864855	1733B	428	2034-1	1014052	27	2034-1	1014138	69
864861	1733B	431	2034-1	1014054	28	2034-1	1014140	71
864889	1733B	445	2034-1	1014056	29	2034-1	1014146	74
864891	1733B	446	2034-1	1014060	31	2034-1	1014148	75
864895	1733B	448	2034-1	1014062	32	2034-1	1014150	76
865283	1735	142	2034-1	1014064	33	2034-1	1014154	78
889007	1783	4	2034-1	1014066	34	2034-1	1014158	80
899752	1804	377	2034-1	1014068	35	2034-1	1014160	81
916123	1837	62	2034-1	1014070	36	2034-1	1014162	82
916757	1837	379	2034-1	1014072	37	2034-1	1014164	83
939586	1884	294	2034-1	1014078	40	2034-1	1014166	84
974844	1954	423	2034-1	1014080	41	2034-1	1014168	85
978953	1961	477	2034-1	1014082	42	2034-1	1014170	86
993755	1991-2	378	2034-1	1014084	43	2034-1	1014172	87
1000381	2005-1	191	2034-1	1014086	44	2034-1	1014174	88
1009904	2024-2	453	2034-1	1014088	45	2034-1	1014176	89
1014000	2034-1	1	2034-1	1014090	46	2034-1	1014178	90
1014002	2034-1	2	2034-1	1014180	47	2034-1	1014180	91
1014004	2034-1	3	2034-1	1014094	48	2034-1	1014182	92
1014006	2034-1	4	2034-1	1014096	49	2034-1	1014184	93
1014008	2034-1	5	2034-1	1014098	50	2034-1	1015275	138
1014010	2034-1	6	2034-1	1014102	52	2034-1	1022688	345
1014016	2034-1	9	2034-1	1039315	52	2034-1	1039315	158

COMMONWEALTH EDISON COMPANY
 RELEASE DEED DATED JANUARY 9, 1987
 SUPPLEMENTAL INSTRUMENT DATED
 JANUARY 12, 1987
 TO BE FILED ON THE FOLLOWING
 TORRENS CERTIFICATES

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NO.	VOLUME	PAGE	NO.	VOLUME	PAGE	NO.	VOLUME	PAGE
1064786	2134-2	394	1090659	2185-2	330	1111946	2228-2	474
1070255	2145-1	128	1114810	2234-2	406	1178816	2362-2	409
128	2145-1	128	1176100	2358-1	51	1178944	2362-2	473
1064786	2134-2	394	1177160	2240-1	81	1217137	2439-1	69
1090659	2185-2	330	1217139	2439-1	70	1217143	2439-1	71
1111946	2228-2	474	1217141	2439-1	71	1283495	2571-1	248
114810	2234-2	406	1217143	2439-1	72	1297565	2599-2	283
1178816	2362-2	409	1283495	2571-1	248	1344012	2694-1	7
1176100	2358-1	51	1297565	2599-2	283	1365346	2738-1	174
1177160	2240-1	81	1283495	2571-1	248			
1217137	2439-1	69	1217141	2439-1	71			
1217139	2439-1	70	1217143	2439-1	72			
1217141	2439-1	71	1283495	2571-1	248			
1217143	2439-1	72	1297565	2599-2	283			
1283495	2571-1	248	1344012	2694-1	7			
1297565	2599-2	283	1365346	2738-1	174			
1344012	2694-1	7						
1365346	2738-1	174						

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864891	1733B	446	2034-1	1014060	31	2034-1	1014146	74
864895	1733B	448	2034-1	1014060	32	2034-1	1014148	75
865283	1735	142	2034-1	1014062	33	2034-1	1014150	76
889007	1783	4	2034-1	1014066	34	2034-1	1014154	78
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1000381	2005-1	191	2034-1	1014086	44	2034-1	1014174	87
1009904	2024-2	453	2034-1	1014088	45	2034-1	1014176	88
1014000	2034-1	1	2034-1	1014090	46	2034-1	1014178	89
1014002	2034-1	2	2034-1	1014094	48	2034-1	1014180	90
1014004	2034-1	3	2034-1	1014094	48	2034-1	1014182	91
1014006	2034-1	4	2034-1	1014096	49	2034-1	1014184	92
1014008	2034-1	5	2034-1	1014098	50	2034-1	1014184	93
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1111946	2228-2	474	406	2234-1	406	1114810	2234-1	406
1114810	2234-1	406	81	2248-1	81	1117160	2248-1	81
1176100	2358-1	51	499	2362-2	499	1178816	2362-2	499
1178816	2362-2	499	473	2362-2	473	1178944	2362-2	473
1178944	2362-2	473	69	2439-1	69	1217137	2439-1	69
1217137	2439-1	69	70	2439-1	70	1217139	2439-1	70
1217139	2439-1	70	71	2439-1	71	1217141	2439-1	71
1217141	2439-1	71	72	2439-1	72	1217143	2439-1	72
1217143	2439-1	72	248	2571-1	248	1283495	2571-1	248
1283495	2571-1	248	283	2599-2	283	1297565	2599-2	283
1297565	2599-2	283	7	2694-1	7	1344012	2694-1	7
1344012	2694-1	7	174	2738-1	174	1366346	2738-1	174
1366346	2738-1	174						

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Commonwealth Edison Company

First Mortgage Bonds, Series 61

Resolutions adopted by the Executive Committee of the Board of Directors on January 12, 1987 authorizing the authentication and delivery of First Mortgage Bonds, Series 61, and related matters

681885E

WHEREAS: The Board of Directors of the Company has previously (a) authorized the officers of the Company to arrange for the issuance and sale (subject to such additional authorization of the Board of Directors or this Executive Committee of the Board of Directors as may be required under the Company's Mortgage dated July 1, 1923, as amended and supplemented, or the Company's Indenture dated February 15, 1973, as amended and supplemented) of not to exceed \$500,000,000 aggregate principal amount of the Company's Debt Securities, consisting of First Mortgage Bonds, in one or more series, and Debentures, in one or more series, such Debt Securities to be sold in one or more transactions, and (b) authorized certain officers of the Company to determine the terms and provisions of each series of such Bonds and Debentures and to execute and deliver one or more underwriting agreements or purchase contracts providing for the issuance and sale of such Bonds and Debentures; and

WHEREAS: The Company has previously issued and sold \$300,000,000 aggregate principal amount of its First Mortgage Bonds pursuant to such authorizations;

RESOLVED: By the Executive Committee of the Board of Directors of Commonwealth Edison Company, as follows:

(1) The Company is authorized to issue and sell \$175,000,000 aggregate principal amount of its First Mortgage 9-1/8% Bonds, Series 61, due January 15, 2014 (the "Series 61 Bonds"); and the action of Ernest M. Roth, Treasurer of the Company, in negotiating on January 6, 1987 with Salomon Brothers Inc and Morgan Stanley & Co. Incorporated for the sale of the Series 61 Bonds at an annual interest rate of 9-1/8% and a price paid to the Company of 98.38% of the aggregate principal amount of the Series 61 Bonds, plus accrued interest, if any, from January 15, 1987, is ratified and approved.

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Underwriting Agreement

(2) This Executive Committee ratifies and approves (a) the Underwriting Agreement dated January 6, 1987, relating to the Series 61 Bonds (the "Underwriting Agreement"), as entered into by the Company with Salomon Brothers Inc and Morgan Stanley & Co. Incorporated, as Representatives of the Underwriters named in Schedule II to the Underwriting Agreement, (b) the action of Ernest M. Roth, Treasurer of the Company, in executing and delivering the Underwriting Agreement in the name and on behalf of the Company on January 6, 1987 and (c) the action of officers of the Company in causing to be mailed to the Securities and Exchange Commission the Company's Prospectus Supplement dated January 6, 1987 relating to the Series 61 Bonds; and the officers of the Company are authorized to do all such things as shall be necessary to cause the Company to carry out and perform all of its covenants and obligations under the Underwriting Agreement.

Supplemental Indenture

(3) The officers of the Company are authorized and directed to cause to be executed and delivered to Continental Illinois National Bank and Trust Company of Chicago and M. J. Kruger, as Trustees under the Company's Mortgage dated July 1, 1923, as heretofore amended and supplemented (the "Mortgage"), a Supplemental Indenture dated January 12, 1987 (the "Supplemental Indenture"), in the form submitted to this Executive Committee, creating the series in which the Series 61 Bonds are initially to be issued, which Supplemental Indenture is hereby approved; the Chairman and President, Vice Chairman or a Vice President and the Secretary or an Assistant Secretary of the Company are authorized and directed to execute and deliver the Supplemental Indenture in the name and on behalf of the Company; and Continental Illinois National Bank and Trust Company of Chicago and M. J. Kruger, as such Trustees, are requested to execute and deliver the Supplemental Indenture.

(4) The officers of the Company are authorized and directed to cause the executed Supplemental Indenture to be recorded and filed in all counties in the States of Illinois and Colorado in which the Company owns property subject to the lien of the Mortgage.

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Execution, Authentication and Delivery of Series 61 Bonds

(5) This Executive Committee authorizes the execution and issuance by the Company of such \$175,000,000 principal amount of Series 61 Bonds under and pursuant to the provisions of Section 4.02 of the Mortgage, the Series 61 Bonds to be issued as provided for by, and the forms, terms, provisions and characteristics thereof to be as specified in, the Supplemental Indenture; authorizes and directs that the Series 61 Bonds be executed on behalf of the Company by its President (by facsimile signature), with a facsimile of the corporate seal imprinted thereon, and attested by its Secretary (by facsimile signature); authorizes and directs that such definitive Series 61 Bonds shall be issued in the denominations of \$1,000, or any integral multiple thereof, numbered as provided in the Supplemental Indenture, or in such other denominations as shall be determined and authorized in writing signed by the Chairman and President, a Vice President or the Treasurer of the Company and received by the corporate Trustee under the Mortgage; and approves the specimen, submitted to this Executive Committee, of definitive Series 61 Bonds.

(6) Continental Illinois National Bank and Trust Company of Chicago, as Trustee, is requested to authenticate and deliver, to or upon the order of the Company, such \$175,000,000 principal amount of Series 61 Bonds, in definitive registered form without coupons or, under the provisions of Section 6 of the Supplemental Indenture, in temporary registered form without coupons, in such denominations as specified in such order, the form of any temporary registered Series 61 Bond without coupons so specified to be essentially the same as the form of definitive registered Series 61 Bond without coupons heretofore approved by this Executive Committee.

Paying Agents

(7) Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and Morgan Guaranty Trust Company of New York are

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appointed, until further action of this Executive Committee or the Board of Directors, the agents of the Company in the City of Chicago and in the City of New York, respectively, for (a) the payment of the interest on and the principal of the Series 61 Bonds to be issued (only in registered form without coupons) in the aggregate principal amount of \$175,000,000; (b) the transfer and exchange of temporary Series 61 Bonds, if any such temporary Series 61 Bonds be issued; (c) the delivery of definitive Series 61 Bonds, when ready for delivery, in exchange for temporary Series 61 Bonds, if any; and (d) the transfer and exchange of definitive Series 61 Bonds; all as provided in the Mortgage as supplemented by the Supplemental Indenture.

Further Action and Record of Documents

(8) The officers of the Company are authorized to do all things as they may deem necessary or appropriate in connection with the foregoing and to accomplish the issuance and sale of the Series 61 Bonds in accordance with these resolutions; and all actions previously taken by the officers of the Company in connection with such matters are hereby ratified and approved.

(9) The Secretary of the Company is directed to file with the records of this meeting, properly identified, copies of the following documents referred to in these resolutions: (a) the executed Underwriting Agreement; (b) the Company's Prospectus Supplement dated January 6, 1987, 1986; (c) the executed Supplemental Indenture; and (d) the specimen of definitive Series 61 Bonds.

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I, William J. Gouwens, Assistant Secretary of Commonwealth Edison Company, an Illinois corporation, having in my custody and possession the corporate records and seal of the Company, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Executive Committee of the Board of Directors of the Company at a meeting duly called in accordance with the By-Laws of the Company and duly held on January 12, 1987, at which meeting a quorum was present and voting throughout; and that such resolution has not been amended or rescinded.

WITNESS my hand and the corporate seal of the Company this 12th day of January, 1987.


Assistant Secretary

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EXECUTED IN TWO COUNTERPARTS

No. 43 0 3 3 8 3 1 8 9

BOX 76

BOX 76

Supplemental Indenture

DATED JANUARY 12, 1987

681889E

COMMONWEALTH EDISON COMPANY
TO
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

3583189

AND

M. J. KRUGER

RECORDED IN COOK COUNTY, ILL.
ON DEC. 18, 1923 AS DOC. NO. 8223555
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

BOX 76

BOX 76

This instrument prepared by W. L. RAMEY P. O. Box 767,
(name)
City of Chicago, on behalf of Commonwealth Edison Company

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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 29, 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 13, 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 13, 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 9½% 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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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 9½% 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 9½% 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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IF REDEEMED DURING TWELVE MONTH PERIOD BEGINNING

<u>January 15</u>	<u>Per- centage</u>	<u>January 15</u>	<u>Per- centage</u>	<u>January 15</u>	<u>Per- centage</u>
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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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

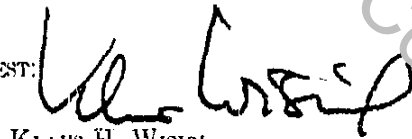


By R. P. BACHERT

Vice President and Comptroller

(SEAL)

ATTEST:



KLAUS H. WISIOL

Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO



By ALICE K. GREENHOUSE

Second Vice-President

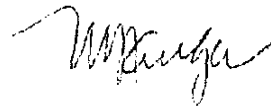
(SEAL)

ATTEST:



JOSEPH J. MORAND

Trust Officer



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. WISIOL, 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
LAURA A. D'AMBROSIO
Notary Public

(SEAL)

My Commission expires June 11, 1989.

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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
MARY RECCHIA
Notary Public

(SEAL)

My Commission expires March 13, 1990.

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

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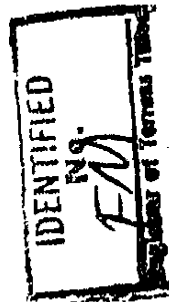
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