

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211

RECEIVED

Dec 15 9 48 AM '78

I. C. C.
FEE OPERATION BR.



Mississippi Power

the southern electric system

No. **8-349A029**

Date **DEC 14 1978**

Fee \$ **3.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. **9809** Filed **1425**
DEC 15 1978-9 50 AM
INTERSTATE COMMERCE COMMISSION
A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor: Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39501

Mortgagee: Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Choleman
Quincy for 29 Dec 1978

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street, 42nd Floor
New York, N.Y. 10005

Dear Sir:

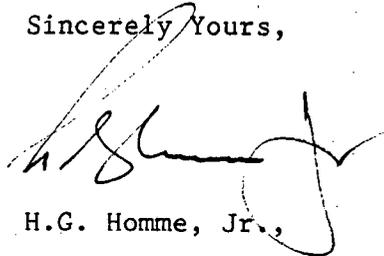
The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909, A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA, & BB

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

9909-B

RECORDATION NO. Filed 1425

This is to certify that the following is a true copy of the original instrument on file with the undersigned.

DEC 15 1978-9 50 AM

MORGAN GUARANTY TRUST COMPANY

INTERSTATE COMMERCE COMMISSION

OF NEW YORK

INDENTURE, dated as of the first day of September, 1941, made and entered into by and between Mississippi Power Company, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company"), and Guaranty Trust Company of New York, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of the first day of September, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter commonly referred to as the "Indenture").

WHEREAS the Indenture is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this indenture is to be recorded and is on file at the principal office of the Trustee, above referred to;

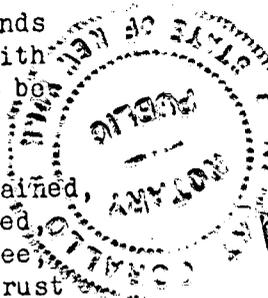
WHEREAS the Company and the Trustee executed and delivered the Indenture above referred to for the purpose of securing an issue of bonds described in the Indenture, in the principal amount of \$8,927,000, of which \$8,674,000 principal amount is now outstanding, and such additional bonds as may from time to time be hereafter issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured by the Indenture being not limited;

WHEREAS the Indenture above referred to, gave, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, alienated and conveyed, with certain specific exceptions, unto the Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, then owned or thereafter acquired by the Company, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof;

WHEREAS the Company desires to execute and deliver this indenture for the purpose of further confirming to the Trustee the gift, grant, bargain, sale, transfer, assignment, hypothecation, pledge, mortgage, warranty, alienation and conveyance of the property herein described;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on said \$8,674,000 principal amount of bonds now outstanding and all other bonds which shall be issued under the Indenture, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned,

ALBERT CORALLO
Notary Public, State of New York
No. 43-0758930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979



Albert Corallo

hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:-

I

ELECTRIC GENERATING PLANT

- (1) The steam plant near the city of Hattiesburg in Forrest County known as Plant Eaton located on lands described as follows:

All of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Two (2), Township 4 North, Range 13 West, except a parcel containing $11\frac{1}{3}$ acres, more or less, which excepted parcel is described as follows, to-wit: Commencing at the Northeast corner of the said $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of said Section Two, and running South 70 yards for a point of beginning; thence run West $146\frac{2}{3}$ yards; thence run South 370 yards, more or less, to the South line of said forty acres; thence run East $146\frac{2}{3}$ yards to the Southeast corner of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section; thence run North 370 yards, more or less, to the point of beginning, of land hereby conveyed containing $28\frac{2}{3}$ acres, more or less.

Also, a part of the East Half of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 2, Township 4 North, Range 13 West, particularly described as follows, to-wit: Commencing at the Northeast corner of the said Southwest Quarter ($SW\frac{1}{4}$) of said Section Two (2), and run West 9 chains and 52 links to the right of way of the New Orleans & Northeastern Railroad, thence Southwestward along the East boundary of said right of way to the quarter line, thence South along said quarter line to Leaf River, thence in a southeasterly direction along said Leaf River to the South boundary of said Section Two (2), thence East $3\frac{1}{2}$ chains, more or less, to the Southeast corner of the said $SW\frac{1}{4}$ of said Section Two, thence North to the point of beginning, being all that part of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section Two lying East of the New Orleans & Northeastern Railroad and North or East of Leaf River, containing 45 acres, more or less, all of the land hereby conveyed containing $73\frac{2}{3}$ acres, more or less, together with all improvements thereon and appurtenances thereunto belonging, being the same land purchased by I. V. Austin and N. W. Rockett from H. Bruce and wife. It is understood and agreed that a street forty feet wide, running North and South between the land of H. Bruce and the land hereby conveyed in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section

Two, from the South line of said forty acres to the North line thereof, shall be kept open for street purposes, and for said purpose a strip of land twenty feet wide shall be taken from the entire West side of the land of the said H. Bruce in said forty acres, and a strip twenty feet wide shall be taken from the entire East side of the land hereby conveyed from the South line of said forty to the North line of the $11\text{-}1/3$ acres above excepted, and from this point to the North line of said forty acres a strip forty feet wide shall be taken from the land hereby conveyed so as to insure a street of uniform width of forty feet through said forty acres from the South line to the North line thereof.

Begin 440 yards West of the Northeast Corner of Section 11, Township 4 North, Range 13 West, thence run South to Southeast corner of the Northwest Quarter of the Northeast Quarter, thence run East 147 feet, thence run South 129 feet, thence run West to Leaf River, thence Northwesterly along Leaf River to the North line of Section 11, Township 4 North, Range 13 West, thence East to the point of beginning, excepting from the above described land one acre described as follows: Beginning 440 yards West of the Northeast corner of Section 11, Township 4 North, Range 13 West, thence run West 420 feet, thence South 105 feet, thence East 420 feet, thence North 105 feet to the point of beginning; together with the appurtenances thereunto belonging and all improvements thereon; it being understood that the 20 feet off the East end of the above described one acre is dedicated for street purposes.

Beginning at the SE corner of $NW\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West, and run West on half section line, a distance of 306.4 feet to a point of beginning; thence run North 5 degrees 16 minutes West for a distance of approximately 600 feet to the east boundary of the New Orleans & Northeastern Railroad right of way; thence run in a southwesterly direction along the East boundary of said right of way, a distance of approximately 237.7 feet; thence run south 5 degrees 16 minutes East, a distance of approximately 394 feet to the south boundary of the $NW\frac{1}{4}$; thence run East 100.55 feet to the point of beginning. It is the intent, purpose and effect of this instrument to convey a strip of land 100 feet in width, extending from the south boundary of the $NW\frac{1}{4}$ of said section, as above described, and running North 5 degrees 16 minutes West and intersecting the Eastern boundary line of the right of way of the New Orleans & Northeastern Railroad Company, all being in the $SE\frac{1}{4}$ of $NW\frac{1}{4}$, Section 2, Township 4 North, Range 13 West, in Forrest County, Mississippi.

Beginning at the SW corner of the $SE\frac{1}{4}$, Section 2, Township 4 North, Range 13 West, and run East along the South boundary of Section 2, a distance of 110 yards; thence run NW, a distance of approximately 155.5 yards to the West boundary of the $SE\frac{1}{4}$; thence South 110 yards to the point of beginning, containing $1\frac{1}{4}$ acres, more or less.

Begin 440 yards West of the North East Corner of Section 11, Township 4 North, Range 13 West, thence run South 200 feet, thence run East 20 feet, thence run North 200 feet, thence run West 20 feet to the point of beginning.

Begin at the South East Corner of the North West Quarter of Section 2, Township 4 North, Range 13 West, and run West on the Half Section Line a distance of 306.4 feet to a point of beginning, thence run North 5 Degrees 16 Minutes West for a distance of approximately 37 feet, thence run in a South Westerly direction a distance of approximately 48 feet to the Intersection of the Half Section Line, thence run East 33.6 feet to the point of beginning.

It being our intention to convey the triangular point of land located in the South West Corner of the property owned by us and purchased from George Komp. Sr., on November 15, 1941 and recorded in Book 69, Page 19 of the Chancery Clerk's office, Forrest County, Mississippi.

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$), Section 11, Township 4 North, Range 13 West, consisting of ten (10) acres and being described more particularly as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$), Section 11, Township 4 North, Range 13 West, run South 220 yards to the point of beginning; thence run South 220 yards to the Southwest corner of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$), thence run East 220 yards; thence run North 220 yards; thence run West 220 yards to the point of beginning.

All of the above described lands being part of the G. B. Harfield Subdivision, filed for record April 3, 1907, State of Mississippi, Second District of Perry County and recorded in Plat Book #6, Page 8.

II

ELECTRIC TRANSMISSION LINES

- (1) The Gulfport to Biloxi Transmission Line Circuit No. 2, extending from the Company's Transmission Substation at or near Gulfport in Harrison County, 15 miles, more or less, to the Company's substation at or near Biloxi in Harrison County.
- (2) The Hattiesburg to Collins Transmission Line, extending from the Company's Transmission Substation at or near Hattiesburg in Forrest County, 27 miles, more or less to the Company's substation at or near Collins in Covington County.

- (3) The Mississippi State Line to Gulfport Transmission Line, extending from the Mississippi State line in Hancock County, 36 miles, more or less, to the Company's Transmission substation at or near Gulfport in Harrison County.
- (4) The Plant Eaton Transmission Substation to Hattiesburg Transmission substation Transmission Line extending from the Company's Plant Eaton Transmission substation in Forrest County 4 miles, more or less, to the Company's Transmission substation at or near Hattiesburg in Forrest County.
- (5) The Columbia to Hathorn Transmission line, extending from the Hattiesburg to Columbia Transmission Line at or near Columbia in Marion County, 12 miles, more or less, to the Company's Substation at or near Hathorn in Jefferson Davis County.
- (6) The Moss Point to Pascagoula Transmission Line, Circuit No. 2, extending from the Company's Transmission Substation at or near Moss Point in Jackson County, 5 miles, more or less, to the Company's substation at or near Pascagoula in Jackson County.

III

SUBSTATIONS

- (1) The Substation at or near Hattiesburg in Forrest County known as the Plant Eaton Transmission Substation, located on land on which the Eaton Steam Plant is located, a description of which is set out under I (1) herein.
- (2) The Substations at or near Pascagoula in Jackson County, known as East Pascagoula Substations Nos. 1 and 2 located on land described as follows:

The East half of Lot 5 and the West half of Lot 6 of the M. A. Dees Tract as per plat thereof of record in Book 10, Page 322 of the Land Deed Records of Jackson County, Mississippi.

- (3) The Substation at or near Meridian in Lauderdale County to serve the United States Army Air Base, located on land owned by City of Meridian.
- (4) The Substation at or near Meridian in Lauderdale County to serve the Eagle Cotton Oil Company, located on land owned by Eagle Cotton Oil Company.
- (5) The Substation at or near Meridian in Lauderdale County to serve the Plantation Pipe Line Company, located on land owned by Plantation Pipe Line Company.

- (6) The Substation at or near Collins in Covington County to serve the Plantation Pipe Line Company, located on land owned by Plantation Pipe Line Company.
- (7) The Substation at or near Hathorn in Jefferson Davis County to serve the Plantation Pipe Line Company located on land owned by the Plantation Pipe Line Company.
- (8) The Substation at or near Pascagoula in Jackson County to serve the Air Reduction Sales Corporation located on land owned by Defense Plant Corporation.
- (9) The Substation at or near Picayune in Pearl River County to serve the Coast Electric Power Association located on land described as follows:

Commencing at the common corner of Sections 9, 10, 15 and 16, in Township 6 South, Range 17 West, thence run North 2097 Feet for a place of beginning:

Thence from said place of beginning run East 60 feet; thence run North 100 feet; thence run West 60 feet; thence run South 100 feet to the place of beginning, said parcel of land containing 0.13 acres, more or less, and being a part of the Stephen Jarrell Claim No. 40, Township 6 South, Range 17 West.

- (10) The Substation at or near Gulfport in Harrison County to serve the Gulfport Creosoting Company located on land owned by Gulfport Creosoting Company.
- (11) The Substation at or near Melba in Jefferson Davis County located on right of way of Sumrall to Bassfield Transmission Line.
- (12) The Substation at or near Clara in Wayne County to serve the Interstate Utilities Company located on land described as follows:

A lot or parcel of land located in the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section 15, Township 7 North Range 7 West in Wayne County, Mississippi, and more particularly described as beginning at the Northwest corner of the South half ($S\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of said Section 15, as said corner is located by N. V. McRaid, Surveyor on October 25th, 1945, and from said point of beginning, run West 100 feet, thence South 100 feet, thence East 100 feet, thence North 100 feet to the point of beginning.

- (13) The Substation at or near Decatur in Newton County to serve the Decatur Lumber Industries Company, located on land described as follows:

Beginning at the South East corner of the North West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 24, Township 7 North, Range 11 East and running 205 feet North along the East Quarter Section Line to the point of beginning of property to be conveyed, thence 50 feet North to the South Boundary line of the Decatur - Connehatta road, thence in a Westerly direction along the South boundary of the Decatur - Connehatta road, 50 feet, thence South 50 feet, thence East 50 feet to the point of beginning. This being a plot of land 50 feet by 50 feet lying in the North West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 24, Township 7 North, Range 11 East, Newton County Mississippi.

- (14) The Substation at or near Meridian in Lauderdale County to serve the Meridian Grain & Elevator Company, located on land owned by Meridian Grain & Elevator Company.
- (15) The Substation site at or near Quitman, in Clarke County described as follows:

Beginning at the Northeast corner of Lot 15 of Section 2, Township 2 North, Range 15 East, Clarke County, Mississippi, running thence West for 935.5 feet to the Northeast corner of Lot 20 of and according to the plat of the Town of Quitman, M & O Railroad Company's Survey on file in said Company's office in Mobile, Alabama; run thence West on the North line of said Lot 20 for 134.1 feet; thence run South parallel with the East line of said Lot 20 for 188.9 feet to a point on the South line of the Pachuta and Quitman highway right of way which point is marked by an iron pin and is the point of beginning of the parcel of land hereby conveyed; run thence South $26^{\circ} 15'$ West for 125 feet to a point marked by an iron pin; and thence run North $63^{\circ} 45'$ West for 100 feet to a point marked by an iron pin; thence run North $26^{\circ} 15'$ East for 125 feet to a point on the South line of the Pachuta and Quitman highway right of way which point is marked by an iron pin; run thence South $63^{\circ} 45'$ East along the said South line of said highway for 100 feet to the point of beginning of the parcel of land hereby conveyed, being a Lot fronting 100 feet on the South side of the said Pachuta and Quitman highway and running in depth in a Southerly direction and between parallel lines at right angles with said

highway a distance of 125 feet and being in the N/2 of the SW/4 of the SE/4 of Section 2, Township 2 North, Range 15 East, in the Town of Quitman, Mississippi.

- (16) The Substation site at or near Biloxi in Harrison County described as follows:

West 95 feet of Lot 14, Block 18 of the revised subdivision of Block 18 of Summerville Addition to Biloxi, Mississippi, as per plat of record in the office of the Chancery Clerk of Harrison County, Mississippi, except the west five feet for the purpose of widening the alley on the west of said lot.

- (17) The Substation site at or near Moss Point in Jackson County described as follows:

Lots 7 and 8, Square "A", of the Turner Farm Subdivision as shown by plat recorded in Surveyor's Record Book No. 1, at Page 209 in the office of the Chancery Clerk of Jackson County, Mississippi.

- (18) The Substation site at or near Petal in Forrest County, described as follows:

A part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West, particularly described as commencing at the NW Corner of the NE $\frac{1}{4}$ of said Section 2 and run thence East along the North line of said Section 82 1/2 yards, thence South 186 2/3 yards to the main point of beginning and from this point of beginning, thence continue South 33 1/3 yards; thence East 27 1/2 yards; thence North 33 1/3 Yards; thence West 27 1/2 Yards to the main point of beginning.

- (19) The Substation site at or near Collins in Covington County described as follows:

A lot or parcel of land located in the Southwest quarter (SW $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$) of Section 32, Township 8 North, Range 15 West, Covington County, Mississippi and more particularly described as beginning at the intersection of the east right of way line of U. S. Highway No. 49 and the Section line between Section 32, T. 8 N. R. 15 W. and Section 5, T. 7 N. R. 15 W., which point is 75 feet measured at right angles from the center of

- 2 -

said Highway No. 49 and 699.5 feet east of the southwest corner of said Section 32, thence from said point of beginning, run east along said Section line for a distance of 200 feet, thence at right angle to said Section line and run north 100 feet, thence at an angle of 90 degrees to left and run west parallel with said Section line 233 feet to the east right of way line of said Highway No. 49, thence southeasterly along said east right of way 111.4 feet to the point of beginning.

IV

Other Real Property

- (1) The Laurel stores and Service Building site at or near Laurel in Jones County described as follows:

Begin at the Northwest corner of $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 32, Township 9, Range 11 West; thence angle right 90 degrees from line of cement monuments South and run West 191.34 feet to a point on the West right-of-way line of the present Southern Railroad; thence angle left 84 degrees 38 minutes and 30 seconds and run Southwesterly along the said right of way 2026.32 feet to a point on the North line of Kingston Street; thence angle right 83 degrees 36 minutes and run Northwesterly along the North line of Kingston Street 196 feet to a point on the East side of Front Street; thence angle right 87 degrees 3 minutes and run Northwesterly along the East line of Front Street 267.8 feet to a point on the South line of Eleventh Street projected Eastward on a straight line from First Avenue for a point of beginning; run 267.8 feet Southeasterly along the East side of Front Street; thence angle left 87 degrees 3 minutes and run Easterly along the North line of Kingston Street 196 feet to a point on the West line of the right-of-way of the Southern Railroad; thence run Northeasterly along said right-of-way 225.99 feet; thence angle left 90 degrees and run Westerly 125 feet; thence run Westerly to the point of beginning; the above described land lying and being in the $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 32, Township 9, Range 11 West, Second Judicial District of Jones County, Mississippi.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the preceding granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

And it is expressly declared that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

This indenture is made for the purpose of further securing an issue of bonds of \$8,927,000 principal amount fully described and set forth in the Indenture, of which \$8,674,000 principal amount is now outstanding, and any other bonds which may hereafter be issued thereunder in accordance with the terms thereof, the aggregate principal amount of the bonds to be secured thereby and hereby being not limited, and the performance of and compliance with the covenants and conditions of the Indenture, in accordance with the terms and provisions of the Indenture; and this indenture, and the conveyance herein contained, is made on and subject to all the terms and conditions of the Indenture, which is of record as above set forth, which terms and conditions are incorporated herein by reference and made a part hereof as fully as though set forth at length herein.

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

IN WITNESS WHEREOF, said Mississippi Power Company has caused this indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

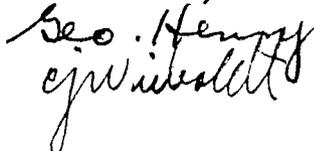
MISSISSIPPI POWER COMPANY,


Vice-President.

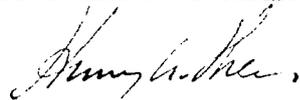
Attest:


Assistant Secretary.

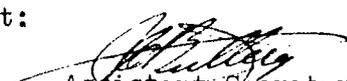
Signed, sealed and delivered this 25th day of November, 1946 by Mississippi Power Company in the County of New York, State of New York, in the presence of


Geo. Henry

GUARANTY TRUST COMPANY OF NEW YORK


Vice-President.

Attest:


Assistant Secretary.

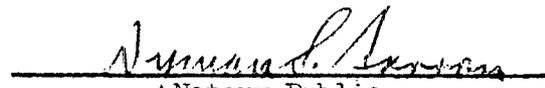
Signed, sealed and delivered this 29th day of November 1946 by Guaranty Trust Company of New York in the County of New York, State of New York, in the presence of


B. Boyden
J. M. Sherry

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, E. A. Yates, as Vice-President, and S. A. Dawley, as Assistant Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 25th day of November, 1946.


/ Notary Public

WYMAN S. BARRON
NOTARY PUBLIC, Queens County
Queens Co. Clerk No. 5129, Reg. No. 453-B-7
Certificate filed in
N. Y. Co. Clerk's No. 1357, Reg. No. 1623-B-7
Commission expires March 30, 1947

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 25th day of November, in the year one thousand nine hundred and forty-six, before me personally came E. A. Yates, to me known, who being by me duly sworn, did depose and say that he resides in 765 Park Avenue, New York, N. Y.; that he is a Vice-President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

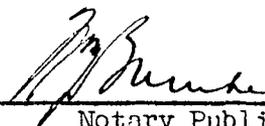

/ Notary Public

WYMAN S. BARRON
NOTARY PUBLIC, Queens County
Queens Co. Clerk No. 5129, Reg. No. 453-B-7
Certificate filed in
N. Y. Co. Clerk's No. 1357, Reg. No. 1623-B-7
Commission expires March 30, 1947

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, ~~HENRY A. TERRY~~, as Vice-President, and J. O. BUTTERY, as Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 29th day of November, 1946.

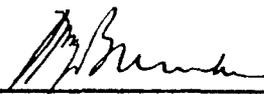


Notary Public

WM. J. BURNHAM
NOTARY PUBLIC, STATE OF NEW YORK
RESIDENT WESTCHESTER COUNTY, NEW YORK
N.Y. COMMISSION EXPIRES 1948
COMMISSION NO. 1234

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 29th day of November, in the year one thousand nine hundred and forty-six, before me personally came ~~HENRY A. TERRY~~, to me known, who being by me duly sworn, did depose and say that he resides in 62 North Woodland Street Englewood, New Jersey; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Notary Public

WM. J. BURNHAM
NOTARY PUBLIC, STATE OF NEW YORK
RESIDENT WESTCHESTER COUNTY, NEW YORK
N.Y. COMMISSION EXPIRES 1948
COMMISSION NO. 1234