

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. **9909** Filed **1425**

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION

Handwritten notes:
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

Handwritten notes on left margin:
C. Coleman
C. Coleman
Original for 29 Dec 1978

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the aforesaid 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,

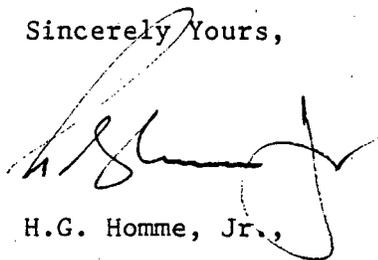
49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

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)

2103
R/c

(CONFORMED COPY)

9909-¹⁷⁵u
RECORDATION NO. Filed 1425

DEC 15 1978 -9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

To

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Trustee

Supplemental Indenture

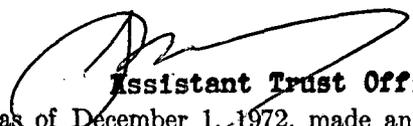
Providing among other things for the assumption of the Indenture, dated as of September 1, 1941 of Mississippi Power Company (a Maine corporation), as amended and supplemented, under which Indenture Morgan Guaranty Trust Company of New York is Trustee.

Dated as of December 1, 1972

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

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By


Assistant Trust Officer

SUPPLEMENTAL INDENTURE dated as of December 1, 1972, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Mississippi (hereinafter commonly referred to as the "Successor Company"), and MORGAN 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 September 1, 1941 between Mississippi Power Company, a corporation duly organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company"), and Morgan Guaranty Trust Company of New York, under its former name of Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture").

WHEREAS the Indenture was executed and delivered for the purpose of securing such bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of such bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi and in the Office of the Judge of Probate of each county in the State of Alabama in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered various supplemental indentures for the purpose, among other things, of further securing said bonds, which supplemental indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi and in the Offices of Judges of Probate of some or all of the counties in the State of Alabama in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides that nothing therein contained shall prevent any lawful merger of the Company into any other corporation provided that such merger shall be upon such terms as in no respect to impair the lien or priority of lien of the Indenture upon the property then subject thereto, or the security afforded thereby, or any of the rights or powers of the Trustee or the bondholders thereunder and that the execution and delivery of a supplemental indenture provided for in Section 15.01 of the Indenture shall be a condition to such merger; and provides, further, that the corporation into which such merger shall have been made shall execute and deliver to the Trustee an indenture satisfactory to the Trustee, in and by which such corporation shall assume the due and punctual payment of the principal of and premium, if any, and interest on all of the bonds

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

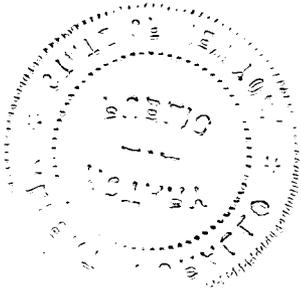
issued under the Indenture, according to their tenor, and the due and punctual performance of all the covenants and agreements of the Indenture to be kept or performed by the Company (other than those contained in subdivision (c) of Section 7.14 of the Indenture and subject to the provisions of Section 15.04 of the Indenture), and shall make appropriate covenants to protect the lien and priority of lien of the Indenture, the security afforded thereby, and the rights and powers of the Trustee and bondholders thereunder; and provides, further, that the property of the other corporation with which the Company shall merge shall not be subject to any lien (other than liens which, if they existed upon property of the Company, would constitute excepted encumbrances) which after such merger will be prior to the lien of the Indenture on the property owned by such corporation, upon completion of such merger, unless the Company could have acquired such property consistently with the provisions of Section 7.05 of the Indenture; and

WHEREAS the Indenture provides that, in case the Company shall be merged into any other corporation, the corporation into which the Company shall have been merged—upon the execution and delivery by such successor corporation of an indenture supplemental to the Indenture as aforesaid—shall succeed to and be substituted for the Company under the Indenture with the same effect as if it had been named therein as the mortgagor corporation, and may thereafter, subject to all the terms, conditions and restrictions in the Indenture prescribed, exercise all the powers and rights which the Company might or could exercise prior to such merger and may, without in any wise limiting the generality of the foregoing, issue bonds under the Indenture to the extent and for the purposes therein provided with respect to the issuance of bonds by the Company and may also issue, either in the name of such successor corporation or of the Company, any bonds which the Company was entitled to issue but had not issued thereunder; and that all the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of the Indenture as though all of said bonds had been issued at the date of the execution of the Indenture; and

WHEREAS the Company and the Successor Company entered into Articles of Merger, dated October 11, 1972, which provide for the Company to merge into the Successor Company; and

WHEREAS the Articles of Merger between the Company and the Successor Company provide that as a condition precedent to the effectiveness of the merger the Successor Company shall assume, and shall execute and deliver instruments evidencing such assumption, to be effective on the effective date of said Articles of Merger, the Indenture and the bonds outstanding thereunder; and

WHEREAS such Articles of Merger are upon such terms as in no respect to impair the lien or priority of lien of the Indenture upon the property subject



thereto, or the security afforded thereby, or any of the rights or powers of the Trustee or bondholders thereunder; and

WHEREAS all acts and things necessary to constitute these presents a valid supplemental indenture and agreement have been done and performed, and the execution and delivery of this Supplemental Indenture has in all respects been duly authorized, and the Successor Company, in the exercise of the legal right and power in it vested, executes this Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar duly paid by the Trustee to the Successor Company, and of other good and valuable considerations, the receipt whereof 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 all bonds which have been or are hereafter issued under the Indenture, as supplemented and amended from time to time, 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 Successor Company has given, granted, bargained, sold, released, transferred, assigned, hypothecated, pledged, mortgaged, confirmed, set over, warranted, aliened and conveyed, and by these presents does give, grant, bargain, sell, release, transfer, assign, hypothecate, pledge, mortgage, confirm, set over, warrant, alien and convey unto Morgan 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 its right, title and interest in and to all property described in the Indenture, as supplemented and amended as above set forth, now owned or hereafter acquired, and which is subject to the lien of the Indenture, and all the right, title and interest of the Successor Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, now owned or hereafter acquired by the Successor Company (except any thereof expressly excepted and reserved from the lien and effect of the Indenture by the provisions thereof and except property of a character similar to that excluded from the lien of the Indenture by the provisions thereof), together, in each case (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof and does hereby confirm that the Successor Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof.

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 foregoing granting clause, with the reversion and reversions, remainder and remainders and (subject to the pro-

visions 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 Successor Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

SUBJECT, HOWEVER, with respect to premises, property, franchises and rights now owned and subject thereto, to excepted encumbrances as said term is defined in Section 1.02 of the Indenture, and subject also to all defects and limitations of title and to all encumbrances existing at the time of acquisition.

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, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Indenture, as supplemented and amended as above set forth, this Supplemental Indenture being supplemental to the Indenture, and with power of sale, for the equal and proportionate benefit and security of the holders of all bonds now or hereafter authenticated and delivered under and secured by the Indenture and interest coupons appurtenant thereto, pursuant to the provisions of the Indenture and of any supplemental indenture, 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 and of any supplemental 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 authentication, delivery, 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 authenticated and delivered 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, as if it had been made, executed, authenticated, delivered, sold and negotiated simultaneously with the execution and delivery thereof.

AND IT IS EXPRESSLY DECLARED by the Successor Company that all bonds authenticated and delivered under and secured by the Indenture, as supplemented and amended as above set forth, are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture and indentures supplemental thereto 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 expressed in the Indenture, as supplemented and amended as above set forth, and the parties hereto mutually agree as follows:

SECTION 1. The Successor Company hereby assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the bonds issued under the Indenture, as supplemented and amended as above set forth, according to their tenor, and the due and punctual performance of all the covenants and agreements of the Indenture, as supplemented and amended as above set forth, to be kept or performed by the Company; and further, the Successor Company hereby covenants to protect the lien and priority of lien of the Indenture, as supplemented and amended as above set forth, the security afforded thereby, and the rights and powers of the Trustee and bondholders thereunder, in accordance with the provisions of the Indenture, as supplemented and amended as above set forth.

SECTION 2. As supplemented and amended as above set forth, the Indenture is in all respects ratified and confirmed, and the Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

SECTION 3. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, as supplemented and amended as above set forth, the Company, the Successor Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as so supplemented and amended.

SECTION 4. The Trustee assumes no responsibility for or in respect of the validity or sufficiency of this Supplemental Indenture or of the Indenture as hereby supplemented or the due execution hereof by the Successor Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Successor Company.

SECTION 5. Whenever in this Supplemental Indenture either of the parties hereto is named or referred to, such reference shall, subject to the provisions of the Indenture, be deemed to include the successors and assigns of such party, and all of the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Successor Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. This Supplemental Indenture shall become effective on the effective date of the Articles of Merger, dated October 11, 1972, between the Company and the Successor Company and shall be of no force and effect until such effective date.

SECTION 7. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company, a Mississippi corporation, has caused this Supplemental Indenture to be executed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, and said Morgan Guaranty Trust Company of New York to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers 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

(CORPORATE SEAL)

Attest:

W. L. WILSON
Secretary

By V. J. DANIEL, JR.
President

Signed, sealed and delivered this 18th day of December, 1972 by Mississippi Power Company, in the County of Harrison, State of Mississippi, in the presence of

MABLE BONE
GRETCHEN ESTEP

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(CORPORATE SEAL)

Attest:

M. J. THOMPSON
Assistant Secretary

By D. G. HOPE
Trust Officer

Signed, sealed and delivered this 12th day of December, 1972 by Morgan Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

P. J. CROWLEY
D. E. HOLLAND

STATE OF MISSISSIPPI } ss.:
COUNTY OF HARRISON }

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, V. J. Daniel, Jr., as President and W. L. Wilson, as 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 18th day of December, 1972.

(NOTARIAL SEAL)

W. L. RADAU
My Commission Expires 1-28-74

STATE OF MISSISSIPPI } ss.:
COUNTY OF HARRISON }

On the 18th day of December, in the year one thousand nine hundred and seventy-two, before me personally came V. J. Daniel, Jr., to me known, who being by me duly sworn, did depose and say that he resides at 1109 Second Street, Gulfport, Mississippi; that he is 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.

(NOTARIAL SEAL)

W. L. RADAU
My Commission Expires 1-28-74

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, D. G. Hope, as Trust Officer, and M. J. Thompson, as Assistant Secretary, of MORGAN 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 12th day of December, 1972.

FRANK SCHLIERF

(NOTARIAL SEAL)

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1973

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

On the 12th day of December, in the year one thousand nine hundred and seventy-two, before me personally came D. G. Hope, to me known, who being by me duly sworn, did depose and say that he resides at 22 Windsor Rd., Hastings-on-Hudson, N. Y.; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

FRANK SCHLIERF

(NOTARIAL SEAL)

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1973