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BOOK 177 PAGE 113

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

R.M.F. \$ 1.00

INSTRUMENT

OF

CANCELLATION, DISCHARGE, RECONVEYANCE AND TRANSFER

DATED AS OF APRIL 21, 1995

UNDER

THE MORTGAGE AND DEED OF TRUST
DATED AS OF JUNE 1, 1946, AS AMENDED AND SUPPLEMENTED
BY AND BETWEEN
IOWA PUBLIC SERVICE COMPANY, A DELAWARE CORPORATION,
PREDECESSOR TO IOWA PUBLIC SERVICE COMPANY, AN IOWA CORPORATION
(MIDWEST POWER SYSTEMS INC., SUCCESSOR)

AND

CHEMICAL BANK & TRUST COMPANY, A NEW YORK CORPORATION
(CHEMICAL BANK, SUCCESSOR)

TRUSTEE

THIS instrument of Cancellation, Discharge, Reconveyance and Transfer dated as of April 21, 1995, under the Mortgage and Deed of Trust ("Indenture"), dated as of June 1, 1946, as amended and supplemented, by and between Iowa Public Service Company, a Delaware corporation ("Delaware Company"), predecessor to Iowa Public Service Company, an Iowa corporation ("Iowa Company") (Midwest Power Systems Inc., an Iowa corporation ("Midwest Power"), successor to the Iowa Company), having its principal place of business in Des Moines, Iowa, and Chemical Bank & Trust Company, a New York corporation (Chemical Bank, a New York corporation, successor to Chemical Bank & Trust Company), having its principal place of business in the City and State of New York, Trustee ("Trustee") under the Indenture.

WITNESSETH:

WHEREAS, the Delaware Company has heretofore executed and delivered to the Trustee the Indenture to secure the bonds of the Delaware Company, and, at various dates thereafter, the Delaware Company and the Iowa Company have heretofore executed and delivered Twenty-Six Supplemental Indentures (designated the "First Supplemental Indenture", the "Second Supplemental Indenture", etc., as the case may be), and Twenty-Six series of bonds were created and issued under the Indenture; and

WHEREAS, effective July 22, 1992, Iowa Power Inc., an Iowa corporation, and the Iowa Company were validly and legally merged with and into Midwest Power; and

WHEREAS, Midwest Power and the Trustee executed and delivered the Twenty-Seventh Supplemental Indenture dated as of July 22, 1992, pursuant to which Midwest Power assumed to make due and punctual payment of the principal of and interest on all of the bonds issued under the Indenture and agreed to perform and fulfill the covenants and conditions of the Iowa Company under the Indenture and the indentures supplemental thereto required to be kept or performed by the Iowa Company, and made certain grants and assurances and entered into certain covenants contemplated thereby; and

WHEREAS, the Company (as defined in the Indenture), its successors and assigns have paid or caused to be paid the principal of and interest on all bonds heretofore issued under the Indenture, together with the premium, if any, payable on such of said bonds as may have been called for redemption prior to maturity, or have provided for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and the Company, its successors and assigns have also paid or caused to be paid all other sums theretofore payable by the Company under the Indenture; and

WHEREAS, the Indenture and the estate and rights thereby granted have ceased, determined and become void; and

WHEREAS, the Trustee has received the certificate and opinion of counsel referred to in Section 5.13(a) (1) and (2) of Article Five of the Indenture concerning conditions precedent to the satisfaction and discharge of the Indenture.

NOW, THEREFORE, in consideration of the premises and of the full and final payment of all principal of and interest and premium, if any, on all bonds heretofore issued under the Indenture, and all other sums heretofore payable by the Company under the Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, the Trustee does hereby take the following action pursuant to Section 7.02 of Article Seven of the Indenture:

ARTICLE I

Cancellation and Discharge

The Trustee does hereby cancel and discharge the lien of the Indenture and of all indentures supplemental thereto and by this Instrument does satisfy the lien of the Indenture and of all indentures supplemental thereto, and all covenants of the Company (Midwest Power) in the Indenture are hereby cancelled, except for the second paragraph of Section 7.02 of Article Seven of the Indenture which gives the Trustee an unsecured right to charge and be reimbursed for any expenditures and liabilities (incurred in good faith and without negligence by the Trustee) which it may hereafter incur.

ARTICLE II

Reconveyance and Transfer

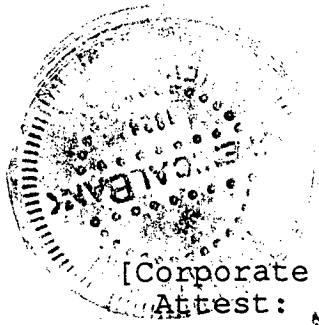
The Trustee does hereby reconvey and transfer to Midwest Power the trust estate, as defined in the Indenture.

IN WITNESS WHEREOF, CHEMICAL BANK has caused this Instrument to be executed in its name by one of its Vice

Presidents and its seal to be hereunto affixed and attested by one of its Senior Trust Officers, all as of the day and year first above written.

CHEMICAL BANK, Trustee

By *[Signature]*
Thomas J. Foley, Vice President



[Corporate Seal]
Attest:

[Signature]
Assistant
Trust Officer
Senior Trust Officer

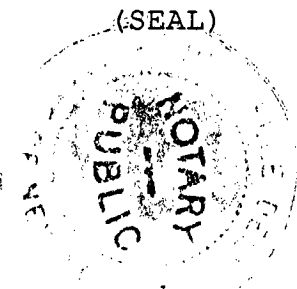
Signed, sealed, acknowledged
and delivered by Chemical
Bank in the presence of:

[Signature]
[Signature] A. AGARD
As Witnesses
KEVIN J. SALMINI

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

On this 11th day of May, 1995, before me,
ANNABELLE DeLUCA, a Notary Public in and for said County and State,
personally appeared Thomas J. Foley to me personally known, who,
being by me duly sworn, did depose and say that he resides at 94
South Fourth Street, Bethpage, New York 11714; that he is a Vice
President of CHEMICAL BANK, 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 authority of the
Board of Directors of said corporation, and that he signed his
name thereto by like authority; and that said instrument was
signed and sealed on behalf of said corporation by authority of
its Board of Directors, and the said Thomas J. Foley acknowledged
the execution of said instrument to be voluntary act and deed of
said corporation by it voluntarily executed.

WITNESS my official signature and seal of office at New
York, New York, the day and year last above written.



Annabelle De Luca

ANNABELLE DeLUCA
Notary Public, State of New York
No. 01DE5013759
Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 15, 1995

RTV94E26.SEC (4/20/95 1:44pm)

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