

property as are thus replaced by new.

And the said Kansas City Traction and Western Railroad Company for itself its successors and assigns doth hereby covenant and agree with the said party of the second part and its successors and assigns to pay said bonds coupons and all taxes charges rates levies and assessments upon the mortgaged premises property and franchises to keep the mortgaged property in reasonable repair and condition and to decule and deliver and further reasonable or necessary conveyance of said premises franchises and property or any part thereof whether now owned or hereafter to be acquired to the said party of the second part its successors in said trust and assigns for the more fully assuring and conveying said premises franchises and property and carrying into effect the objects and purposes of these presents and at its own expense to do all things necessary and proper to be done in order to make and keep valid and intact this trust and mortgage upon the aforesaid premises franchises and property.

And it is hereby mutually agreed and these presents are upon the express condition that upon the payment of the principal sum and interest of said bonds according to the tenor thereof the right and title of the premises hereby conveyed and agreed to be conveyed shall revert and the estate hereby granted to the said trustee shall revert to and revert in said party of the first part its successors and assigns without any acknowledgment of satisfaction reconveyance or other act. The trustee shall have full power and discretion to convey by way of release or otherwise to the persons designated by the said Railroad Company any lands or interests which in its judgment that of the said Railroad Company it has become expedient to release for the purposes of the road. Said parties of the second part its successors in said trust and assigns shall be accountable only for its own wilful default or gross negligence in the management thereof and shall not be responsible for the acts of any agent employed by it when such agent shall have been employed with reasonable discretion. The expenses of the trustee in discharge of the trust including its compensation shall be paid by the party of the first part out of the trust estate.

It is hereby further mutually agreed that in case of the resignation of said trustee or its failure from any cause or refusal to act in the matter of said trust all right estate interest power and control in the premises shall be divided cease and determine; and upon the