acknowledged, and in order to secure the due and punctual payment of the principal and interest of the bonds aforesaid, has granted bargained and sold and by these presents does grant, bargain and sell unto the party of the second part as Trustee for the holders of said bonds and coupons, and to its assigns forever, all the right title and interest whatsoever which the party of the first part now has or may hereafter have or acquire of in or to all and singular the Gas and Electric Light works of said party of the first part now erected on Reserve No (11) eleven in the City of Lawrence State of Kansas and the building now in process of erection at and upon the east end of the south wall of the flume running from the South end of the dam across the Kansas River at said City of Lawrence, and all buildings hereafter to be erected by, and for use of, said party of the first part in connection with its said business, together with all appurtenances thereunto belonging, together with all pipes, poles, electric wires, services and every appurtenance whatsoever thereto, being in the streets of Lawrence or elsewhere in said City, belonging to or which may hereafter belong to said party of the first part, including all dynamos and other machinery, means and appliances of every name and nature belonging to the party of the first part and now used and hereafter to be used by it in operating its said gas and electric light works or which it may hereafter obtain, together with all franchises from whatsoever source derived, of the party of the first part connected with or useful to the use and operation of its said gas and electric light works.

To have and to hold the premises above mentioned, franchises, appurtenances and rights of the party of the first part unto the party of the second part and its assigns forever for the use and purpose of securing the payment of said bonds and interest according to their tenor and effect, each bond being equally secured by this conveyance and trust without regard to its number.

It is clearly understood and agreed that until default shall be made in the payment of the principal or interest of said bonds, that the party of the first part and its assigns shall have full and undisturbed possession, control and use and enjoyment of said mortgaged and conveyed property, rights and franchises. but that in case of default of payment of principal or interest of said bonds or any one of them, then this conveyance shall become absolute and