

And whereas, the said Jay Gould died on the second day of December, 1892, and the party hereto of the first part, as surviving trustee under said Consolidated First Mortgage of the Kansas Pacific Railway Company, by virtue of the power vested in him by the terms thereof, and with the consent of the Union Pacific Railway Company as successor by consolidation to said Kansas Pacific Railway Company, has by an instrument bearing even date herewith, appointed the said George J. Gould of the City and State of New York, to be Trustee of said mortgage in the place of and as successor to said Jay Gould deceased, and it is the purpose of these presents to convey and assure the legal estate in the premises embraced in the said mortgage to the said trustee so appointed, jointly with the party of the first part:

Now therefore, this Indenture witnesseth:

That for and in consideration of the premises, and of the sum of one dollar, to the party of the first part in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and in order to convey and assure to the said party of the second part jointly with the party of the first part, as aforesaid, the legal estate in the premises embraced in the said Consolidated First Mortgage of the Kansas Pacific Railway Company, dated May 1, 1879, the party of the first part has granted, bargained, sold, conveyed and confirmed, and does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs, successors and assigns as the co-trustee of the party of the first part in said Mortgage, and to be held by him as such co-trustee in trust, all and singular the estate, right, title, interest, claim and demand whatsoever, as well in law as in equity, of the party of the first part in and to all and singular the railways, lands, franchises, rights of way and all other property and premises embraced in and conveyed by the said Kansas Pacific Railway Company, to the party of the first part and said Jay Gould, trustee, in and by said Mortgage of said Railway Company, dated on the first day of May, 1879, which said Mortgage has been duly recorded in the proper counties of the States of Missouri, Kansas and Colorado, and to which, for further and greater certainty, reference is hereby made, and the same is to be taken as a part of this instrument as fully and to all intents and purposes as if the same were herein incorporated at length:

To have and to hold all the aforesaid premises described in and conveyed by the said mortgage of May 1, 1879, unto the said George J. Gould, party of the second part, his heirs, successors and assigns, to the use of the party of the first part and of the said George J. Gould, party of the second part, their heirs, successors, and assigns as joint tenants and not as tenants in common, for the use and purposes and upon the conditions and trusts in said mortgage expressed and provided.

In witness whereof the party of the first part has hereunto set his hand and seal, and the party of the second part, in evidence of his assent hereto and of his acceptance of this conveyance and the trusts herein expressed, has also hereunto set his hand and seal, on this 21<sup>st</sup> day of February, 1893, twenty-four numbers of this indenture being executed as one and the same original