in consideration of the premises, hereby covenants, promises and agrees: First; That having possession as aforesaid, it shall and will well and truly pay off, and discharge or cause to be paid off and discharged, each and every tax, assessment or other liability which may from time to time be lawfully levied or imposed by competent authorities in the State of Kansas, or by the Government of the United States, upon the said Railway property and premises, or upon any part or parcel thereof, and the lien whereof might or could be held to be superior to the lien of these presents, so that the priority of these presents shall at all times be duly maintained and preserved. Second. That having possession as aforesaid, it shall and will diligently preserve all the rights and franchises to it granted and upon it conferred by its charter, and pertaining to the Railway property or premises, subject to the lien hereof, and that it shall and will at all times maintain, preserve and keep the same and every part thereof, with the rolling stocks, fixtures and appurtenances and every part and parcel thereof, in thorough repair, working order and conditions, and fully supplied with motive power, rolling stocks and equipment, and shall and will, from time to time make all needed and proper repairs, renewals, additions, betterments and improvements so that the traffic and business thereof, and every part thereof shall at all times be conducted with safety and expedition. Third. That it shall well and truly pay or cause to be paid to the holders of the bonds to be issued hereunder as herein before stated, the principal and the interest to become due thereon, respectfully, at the times, at the rate and in the manner mentioned therein, and in the coupons thereto belonging according to the true intent and meaning thereof. Article 3. This deed shall not operate nor be held to prohibit the party of the first part from selling, conveying, exchanging or otherwise disposing of, free from the incumbrances and trusts hereof any of the property hereby conveyed, whether now owned or hereafter to be acquired, which at any time cannot be advantageously used in the proper and judicious management, operation and conduct of the business of the party of the first part. Provided, However, that in case the property so sold or disposed of be real property, or shall exceed Five Thousand Dollars in value, the assent in writing of the Trustee to any such sale or disposition of property as aforesaid shall always be first obtained; and provided further that in case the property so sold or disposed of be real property, the proceeds of such sale or disposition shall be forthwith paid, directly to the said Trustee, to be held by said Trustee subject to the trust hereof until reinvested as hereinafter provided, and that the proceeds of any such sale or disposition of such property, real or personal, shall be forthwith reinvested in the proper business of the party of the first part, with the approval of said Trustee in writing, in case such proceeds amount to more than Five Thousand Dollars, and that such property as may be purchased with the proceeds of such sale or disposition, or acquired by exchange for property hereby conveyed, shall at once be expressly conveyed to said Trustee in such a way as to be thereafter covered by the terms and provisions of this instrument The verified certificate of the President and two other members of the Board of Directors of the Lawrence Railway Company, shall be full and sufficient evidence to the Trustee of the propriety of its assent to any sale or disposition of property aforesaid whenever