

towns of Seigel and Clinton, and thence through Shawnee County to the City of Topeka; also commencing at a point on the line between Lawrence and Topeka at or near Belvoir; thence in a southwesterly direction on and over the old Lawrence & Topeka Railway to Oanga City, and all its estate, right, title and interest therein; and also in and to all property now owned by said The Kansas City Lawrence & Topeka Railway Company, or hereafter to be acquired by said The Kansas City Lawrence & Topeka Railway Company for use upon said line of railway, and all its estate, right, title, interest and equity of redemption therein; that is to say, all its said railroad now made and constructed, or yet to be made or constructed on the line aforesaid, including the right of way, road-bed, superstructure, iron, ties, sleepers, chairs, bolts, nuts and spikes; all lands and depot grounds, station houses and depots, power houses, viaducts, bridges, timbers, materials and property purchased, or to be purchased for the construction, equipment or operation of said line of railway; all machine shops, tools, implements and personal property used thereon or upon or along the line of said railway, or at its stations; all engines, tenders, cars and machinery, and all kinds of rolling stock, whether now owned or hereafter purchased by said The Kansas City Lawrence & Topeka Railway Company, its successors or assigns, for use in or upon said line of railway, and all other property of said company, and all its rights and privileges therein or pertaining thereto, and all the revenues, tolls and income of said railway and property, and all its franchises and rights of said party of the first part, whether now owned or hereafter acquired, along said line of railway, or for use upon or in connection therewith, and all property and rights acquired by virtue and under authority thereof, now or hereafter to be acquired; Also, all other property and rights which the Railway Company shall acquire for use in the operation of any of said above described railroads; also, all future tolls, incomes, rents and revenues, that the Railway Company may derive from said railroads and said other property; To have and to hold all the said property and said franchises unto the said Trustee and its successor in said Trust forever. The property and franchises hereby conveyed or assigned are to be held in Trust, nevertheless, for the benefit of the holders of all bonds duly issued under this mortgage, and to secure the payment of the principal and interest of all such bonds according to their terms and the terms of this mortgage, without any preference as to any of said bonds by reason of priority in the time of issue or negotiation or otherwise. Provided, However, that if the Railway Company shall pay the principal and interest of all of said bonds according to the terms of said bonds and of this mortgage, and all other amounts payable hereunder by the Railway Company, all the estate and interest of the said Trustee in said railroads and other property, and in said franchises, and all liens thereon by reason of this mortgage, shall cease. It is hereby agreed between the parties hereto, and by the railway company, with the respective holders from time to time of any of the bonds which may be issued under this mortgage and the coupons for interest thereon, that the ^{equid} bonds are to be issued by the Railway Company, and such mortgaged property and franchises are to be held by the Trustee under the following ^{further} provisions, covenants and conditions, viz:

First. This mortgage or deed of Trust is to be a continuing lien to secure the full and final payment of the principal and interest of all bonds which may from