General Mortgage, and that said deed of the party of the first part, said General Mortgage, and said instrument of further assurance, respectively, have been duly recorded in each county in which any part of said railroad and property formerly of said party of the first part is located; and Whereas, said General Mortgage of the Atchison Company provides, among other things, as follows: "Whenever the railroad and property of any other company shall be vested in the Railway Company and subjected to the lien of this indenture, free from any charge or lien prior thereto, except bonds of such other company then pledged with the Trustee hereunder, the Trustee, upon request of the Railway Company, may, in its discretion, cause such bonds to be canceled and any mortgage securing the same to be satisfied of record." And whereas, the Atchison Company has requested the said Union Trust Company as Trustee under said General Mortgage to cause all such bonds of the party of the first part now pledged with said Union Trust Company, as trustee under said General Mortgage, to be canceled and any mortgage securing the same to be satisfied of record; Now, therefore, this indenture, witnesseth: That in consideration of the premises, said Union Trust Company, as Trustee under said General Mortgage, simultaneously with the execution of these presents, has caused said outstanding bonds of the party of the first part for the aggregate principal sum of $1,477,400, with coupons due May 1st, 1890, and subsequent thereto attached, to be destroyed by cremation; and said Union Trust Company, as successor trustee under said mortgage dated April 1st A.D. 1887, executed by the party of the first part to secure said destroyed bonds, hereby releases and declares to be satisfied said last mentioned mortgage; provided, however, that such destruction of said bonds and coupons and such release and satisfaction of said mortgage executed by the party of the first part shall take effect and operate as a release or discharge of the debts represented by such bonds and coupons and as a release or satisfaction of the lien of said mortgage only if and when the railroad and property formerly of said party of the first part shall have been duly vested in the Atchison Company and subjected to the lien of said General Mortgage free from any charge or lien prior thereto, except bonds of the party of the first part, (other than said destroyed bonds) remaining pledged with said Union Trust Company, as Trustee under said General Mortgage. It is understood and agreed that said bonds and coupons have been destroyed as aforesaid, and that said mortgage is hereby declared satisfied only to the end that said General Mortgage of the Atchison Company may become a lien upon the said railroad and property formerly