

indentures, or any other company of whose capital stock the greater part shall be pledged with the Trustee hereunder (except any of the companies mentioned in Article Two of said General Mortgage), shall fail to pay all such taxes, assessments and charges lawfully imposed upon the property of such company or upon the income and profits thereof, and any other such liens or charges, it, the Railway Company, will itself pay and discharge the same. Sec. 3. All lines of railway and property of every kind, and all interests therein, when and as and to the extent hereafter acquired, as herein provided, out of or from bonds or the proceeds of bonds secured by this indenture, or otherwise pursuant to the provisions hereof shall, without any further conveyance or assignment, immediately upon such acquisition, become and be subject to the lien of this indenture, subject to the prior lien of said General Mortgage, as fully and completely as though now owned by the Railway Company, and expressly and specifically conveyed by, and embraced in, the granting clauses of this indenture; and the Railway Company covenants that it will execute and deliver any and all such further assurances or conveyances as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture. The Railway Company covenants that it will, upon demand of the Trustee, from time to time grant, convey, confirm, assign, transfer and set over unto the Trustee all real and personal estate, corporate rights and franchises which in any way or manner it shall acquire as appurtenant to, or in, or for use upon, or for the business of any railroad or any leasehold estate hereby mortgaged (including all railroads and leasehold estates which shall hereafter become subject to the lien of this mortgage), or of any railroad of which any stocks or bonds are or shall be pledged hereunder; and it shall and will also make, do, seal, execute, acknowledge and deliver, or cause to be made, done, sealed, executed and delivered, all and every such further acts, matters, things, deeds, conveyances, bills of sale and transfers and assurances in the law, for the better securing, conveying and confirming unto the Trustee all and singular the hereditaments and premises, estates and property hereby conveyed, or intended so to be, or which are hereby covenanted and agreed hereafter to be conveyed to the Trustee, as it, or its counsel learned in the law, shall reasonably require for better effectuating and carrying out the provisions, objects and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured; all which estates shall be held by the Trustee upon the trusts, and for the uses and purposes, and subject to the powers, herein declared, mentioned