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 said Union Trust Company 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 delivery of these presents, has caused said outstanding bonds of the party of the first part for the aggregate principal sum of $200,000 with coupons due March 1, 1890, and subsequent thereto attached to be destroyed by cremation; and the party of the second part, trustee as aforesaid, hereby release and declares to be satisfied the said mortgage dated October 26th A.D. 1875 provided, however, that such destruction of said bonds and coupons and such release and satisfaction of said mortgage 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 of the party of the first part, free from any charge or lien prior to said General Mortgage, and in case it shall be found that the railroad and property formerly of the party of the first part, shall not 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 other bonds remaining pledged with said Union Trust Company as aforesaid, then the indebtedness, obligation, lien and rights represented by said destroyed bonds and coupons, and by said mortgage of the party of the first part shall continue in full force and effect against such prior charge or lien, if any there be, as though such bonds and coupons had not been destroyed, and as though said mortgage had not been satisfied of record. In witness whereof, on the day and year first above written, the parties of the first, third and fourth parts, respectively, have caused these presents to be signed by their Presidents or Vice Presidents, respectively and their corporate seals to be hereto affixed and attested by their Secretaries