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 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 bond, of the party of the first part for the aggregate principal sum of $795,000. such bond being a registered bond without coupons to be destroyed by cremation, and the Boston Company, trustee as aforesaid, hereby releases and declares to be satisfied the said mortgage dated January 2nd A.D. 1882, executed by the party of the first part to the Boston Company; provided, however, that such destruction of said bond 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 bond 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 bond) remaining pledged with said Union Trust Company, as trustee under said General Mortgage. It is understood and agreed that said bond has 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 bond, 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 bond had not been destroyed, and as though said mortgage had not been satisfied of record. In witness whereof, on the days