General Mortgage; and Whereas, the party of the first part and the Atchison Company, by these presents, agree with and warrant to the Union Trust Company, as trustee under said General Mortgage, that the railroad and property formerly of the party of the first part have been 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 pledged with said Union Trust Company, as trustee under said 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 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 \$854,000. with coupons due January 1, 1890 and subsequent thereto attached to be destroyed by cremation; and the party of the second part, trustee as aforesaid, hereby release and declare to be satisfied the said mortgage dated November 1st 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,