

engines, machine shops, boilers and other machinery; also all of its locomotives or motor engines, operated by steam, electric or other power; its freight and passenger cars and all other rolling stock, and all other property of every nature and description, real, personal and mixed, wherever situated, and which said Railway now owns or may hereafter acquire; the line of said railway to be constructed commencing at a point in or near the City of Independence in said State of Kansas, and to extend from thence in a northerly direction to the City of Lawrence in the State of Kansas, also from the City of Kansas City, Kansas, in a westerly direction to the City of Topeka in the State of Kansas, a total distance of about two hundred and fifty miles, and extending through the counties of Montgomery, Labette, Neosho, Wilson, Allen, Anderson, Franklin, Douglas, Wyandotte, Leavenworth, Jefferson and Shawnee; it being intended that this mortgage or deed of trust shall be a first lien upon all of the property of said Railway Company of whatever kind and wherever situated.

To Have And To Hold the above described premises, rights, franchises and real and personal property hereby conveyed, with the appurtenances thereunto belonging, unto the said Trustee, and to its successors in said trust, forever; In trust, nevertheless, for the equal pro rata benefit and security of the persons, corporations, firms and partnerships who shall at any time be or become the purchasers or holders or owners of the bonds issued hereunder, or any part thereof, or any of the coupons appertaining thereto, without preference or priority of lien or any one bond over another, by reason of priority in time of issue or negotiation thereof or otherwise, and for the uses and purposes herein declared and expressed. Provided, However, and these presents are upon the express condition, that if the party of the first part, its successors or assigns, shall well and truly pay or cause to be paid unto the holders of said bonds to be issued as aforesaid, the principal thereof and the interest to grow due thereon to said holders, at the times and in the manner stipulated in said bonds and coupons, according to the true intent and meaning thereof, and shall well and truly, keep, perform and observe all and singular the covenants, promises and conditions in said bonds and in this Indenture expressed to be kept, performed and observed, by or on the part of the said party of the first part, then these presents and the estate and rights hereby granted shall cease, determine and be void; otherwise to be and remain in full force and virtue in law.

It is hereby declared and agreed by and between the parties hereto, that the trusts, uses, purposes, conditions and covenants, for and upon which the rights, franchises, privileges and property hereinbefore described, are conveyed to and are to be held and disposed of by, the party of the second part, are as follows, that is to say:

Article 1. The actual possession, occupancy and management, and the use and control of said property above described and of all the appurtenances thereof, shall remain in said Railway Company without molestation or interference by or from the said Trustee or its successor or successors in said trust; or by said bond-holders, or any of them, unless