

and until a default shall be made in the payment of the principal or interest of said bonds, or some of them, or until default shall be made in respect to the covenants and conditions herein contained and expressed to be kept and performed by the said Railway Company, and until such default said party of the first part shall take and use all of the earnings, incomes, profits, rents, tolls, and issues of the premises and property, and dispose of the same in any manner it may deem best, not inconsistent with the terms of this instrument.

Article 2. And the said The Kansas City and Kansas Southwestern Railway Company, party of the first part, in consideration of the premises, hereby covenants, promises and agrees:

First: That it shall and will, well and truly pay off and discharge, or cause to be paid off and discharged, each and every tax, assessment, mechanic's or other lien or other liability which may, from time to time be lawfully levied or imposed upon the said property and premises hereby conveyed or intended so to be, or upon any part or parcel thereof, and the lien whereof might or could be held to be superior to the lien of these presents; and that it will insure and keep insured such of the property hereby conveyed as the Company may deem insurable, to the full insurable value thereof; but it shall not be the duty of the party of the second part to hold such policies of insurance or to see to the insurance of any of the property of the Company: the purpose of this clause being that the priority of these presents shall at all times be duly maintained and preserved.

Second: That it shall and will diligently ~~preserve~~ ^{and every part thereof} all the rights and franchises to it granted and upon it conferred by its charter, and pertaining to the Railway property, or premises, subject to the lien hereof, and that it shall and will at all times maintain, preserve and keep the same and every part thereof with the rolling stock, fixtures, and appurtenances and every part thereof, in thorough repair, working order and condition, and fully supplied with motive power, rolling stock, and equipment, and shall and will from time to time, make all needful and proper repairs, renewals, additions, betterments and improvements thereon, so that the traffic and business thereof, shall at all times be conducted with safety and expedition.

Third: That it shall and will, well and truly pay or cause to be paid to the holders of the bonds to be issued hereunder as hereinbefore stated, the principal and the interest to become due thereon respectively, at the times, at the rate and in the manner mentioned therein, and in the coupons thereto belonging, according to the true intent and meaning thereof, without any deduction or abatement from either principal or interest of any amount, for any tax or taxes which the Company may be