

any and all such further assurances or conveyances of the property certified to have been constructed or acquired as aforesaid, as the Trustee shall reasonably direct or require for the purpose of expressly and specifically subjecting the same to the lien of said mortgage; and

Whereas, the Trustee has directed and required the execution and delivery of this Indenture,

NOW THEREFORE THIS INDENTURE WITNESSETH; That the Railroad Company, in accordance with the terms and provisions of the said mortgage, and in consideration of the premises and of one Dollar to be paid by the trustee, and in order to secure the payment of the principal and interest of all the bonds issued under and secured by the said mortgage, according to the true intent and meaning thereof, hath granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, set over and confirmed and by these presents doth grant, bargain sell, alien, remise, release, convey, assign, transfer, set over and confirm unto the Trustee, and its successors and assigns forever, all and singular the property rights privileges and franchises mentioned and described in the certificate of William Mahl and Frederic V.S. Crosby, Vice President and Treasurer, respectively, of the Railroad Company, and in the certificate of R.L. Huntley and H.J. Stirling, Chief Engineer and Auditor, respectively, of the Railroad Company, and acopy of each of which certificates is hereto annexed and made a part hereof. TO HAVE AND TO HOLD all and singular the above mentioned and described property, together with the appurtenances unto the Trustee, its successors and assigns forever, but in trust for the equal and proportional <sup>benefit and</sup> security of all present and future holders of the bonds issued and to be issued under and secured by the said mortgage, and for the enforcement of the payment of said bonds and interest when payable, and the performance and compliance with the covenants and conditions of the said Mortgage and of this indenture, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond issued thereunder by reason of priority in the issue or negotiation thereof, or otherwise howsoever; and on the trusts, for the uses and purposes, and upon the terms and conditions declared and expressed in the said Mortgage, with like effect as if they were here repeated. FIRST the Railroad Company covenants that it is the owner of the property rights privileges and franchises hereinbefore described, and that the same are free from liens, encumbrances or charges of what nature or kind soever, unless it be the lien of the First Mortgage executed by the Railroad Company to The Mercantile Trust Company as Trustee, under date July 1, 1897. Second It shall be no part of the duty of the Trustee to see to the recording or filing of this Indenture, or see to giving notice of the existence of this Indenture to any person or persons whomsoever; but the Railroad Company covenants that it will cause this indenture to be filed or recorded as required by law. In order to facilitate the recording of this Indenture the same is simultaneously executed in twenty five counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together