Whenever by the terms of this instrument or of said note the mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

The provisions herein contained shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

In presence of
Dorolyn Ulrich
F. E. Banks

William P. Henry
Minnie L Henry

STATE OF KANSAS,) ss.
Douglas County.)

Be it remembered that on this 28th day of October A.D. 1941, before the undersigned, Frank E. Banks a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came William P. Henry and Minnie L. Henry, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons severally duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Frank E. Banks
Notary Public.

(SEAL) My commission expires Nov. 8, 1942

Recorded November 12, 1941 at 10:50 A.M. Harold A. Beck Register of Deeds

****

Reg.No.2842 Fee Paid in Wyandotte Co. Receiving No. 12874

M O R T G A G E

THIS INDENTURE dated as of the first day of September, 1941, but actually made and entered into on the date recited at the end hereof, by and between KANSAS CITY, KAW VALLEY RAILROAD, INC., a corporation duly organized and existing under the laws of the State of Kansas, having its principal place of business and registered office in the City of Kansas City, Wyandotte County, Kansas, (hereinafter called the "Company", which expression, where the context so admits, includes its successors and assigns), First Party, and COMMERCE TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Missouri, having its office and place of business in the City of Kansas City, Jackson County, Missouri, and duly licensed to do business in the State of Kansas as a foreign corporation, (hereinafter sometimes referred to as the "Corporate Trustee"), and Dale W. McNeal, of the County of Johnson, State of Kansas, (hereinafter sometimes referred to as the "Individual Trustee"), and both the Corporate Trustee and the Individual Trustee, and their respective successors in and under the trust hereby created being hereinafter sometimes referred to in their collective capacity as the "Trustee", (where the context so admits, and subject, however, to the express provisions of Section 3 of Article XI and of Section 1 of Article XII hereof as to the meaning and interpretation of the term "Trustee" where used herein), as Trustees, Second Parties;

WITNESSETH:

WHEREAS, pursuant to and in execution of the terms of a certain Plan of Corporate Reorganization submitted and recommended by the court in a certain proceeding in bankruptcy then and now pending in the District Court of the United States for the District of Kansas, First Division, entitled "In the Matter of Kansas City, Kaw Valley & Western Railroad Company, a corporation, Debtor. In Bankruptcy Number 7582.", and approved with modifications by the Interstate Commerce Commission of the United States of America and as modified, confirmed by said Court; in conformity to the findings and orders of said court in the above entitled and numbered proceeding and of said Interstate Commerce Commission with respect thereto, all as set forth at length in a conveyance of the property and rights hereinafter mortgaged, from J. Z. Miller, Jr., and O. Q. Claflin, Trustees of the property of the Debtor in said proceeding in bankruptcy to and in favor of the Company as Grantee, bearing even date herewith, to which deed of conveyance reference is hereby made for further particulars as to the matters, findings and orders last aforesaid and under and by virtue of the Charter of the Company and the laws of the State of Kansas; the Company is authorized to borrow money and issue its negotiable bonds therefor and to secure the payment thereof by mortgage or deed of trust upon its property, real, personal and mixed, to the extent and in the manner hereinafter stipulated, provided for and covenanted in this Indenture (sometimes hereinafter called the "Mortgage"), and

WHEREAS, for the purpose of executing the aforesaid Plan of Reorganization and for the transaction of its business, the exercise of its corporate rights and privileges, the funding of its indebtedness and for other lawful purposes of its incorporation, the Company desires to borrow money; and

WHEREAS, the Articles of Incorporation of the Company provide among other things that the adoption, alteration and repeal of the By-Laws thereof shall be by a majority vote of the Directors of such corporation, and said Directors heretofore have duly made and adopted written By-Laws of the Company which provide among other things that said Directors shall have power by the unanimous vote thereof, to authorize and direct the borrowing of the sum of Twenty-five Thousand and no/100 ($25,000.00) Dollars by the Company, the execution of its First Mortgage Bonds as hereinafter described and as hereby secured in said aggregate principal amount as evidence of said indebtedness and the execution, acknowledgment, delivery and recording of a First Mortgage in writing upon the property of the Company hereinafter described to secure the payment of said Bonds, all as provided for and specified in the aforesaid adopted and confirmed modified Plan of Reorganization of the aforesaid Debtor, and

WHEREAS, by authority of the aforesaid By-Laws of the Company its Board of Directors at a meeting duly called and held on the 6th day of September, 1941, by proper resolution duly authorized and directed its President or Vice President, Secretary and Treasurer to execute, seal with its corporate seal, attest and deliver to said Commerce Trust Company, Corporate Trustee ready for certification by said Corporate Trustee as hereinafter provided, the First Mortgage Six Per Cent Registered Bonds of the Company to the aggregate amount of Twenty-five Thousand and no/100 ($25,000.00) Dollars, to be in denominations of Twenty-five Hundred and no/100 ($2500.00) Dollars each and consisting of ten (10) bonds to be numbered consecutively from 1 to 10 inclusive, all of said Bonds to be dated as of the first day of September, 1941, and to mature on the first day of September, 1961, to be payable in lawful money of the United States of America and to bear interest from said date until maturity at the rate of six (6) percent per annum, payable semi-annually in lawful money as aforesaid, on the first day of January and on the first day of July in each year, both principal and interest to be payable at the office of Commerce Trust Company in the City of Kansas City, Missouri, all substantially in the form of such Bonds hereinafter set forth, the prompt and punctual payment of the principal and interest respectively of said Bonds when due to be secured by a mortgage to said Commerce Trust Company and Dale W. McNeal as Trustees upon the corporate property, real, personal and mixed and all of the rights, franchises and privileges of the Company herein, now owned or hereafter acquired substantially in the form of this Mortgage; and

WHEREAS, the Bonds to be secured hereunder and the Trustee's certificate thereon, shall respectively be in substantially the words and figures following, subject only to the necessary variation in distinguishing numbers thereof, to-wit: