

MORTGAGE RECORD 88

ARTICLE I. CERTIFICATION AND ISSUE OF BONDS.

Section 1. The aggregate face amount of all Bonds issued under and secured by this Indenture shall be Twenty-five Thousand and no/100 (\$25,000.00) Dollars in lawful money of the United States of America. The Bonds secured hereby shall be signed on behalf of the President or Vice President and the corporate seal of the Company shall be affixed thereto and attested by its Secretary. Any and all Bonds so signed, sealed and attested shall be deemed valid and binding obligations of the Company, according to their terms if certified and issued by the Trustee, or its successors in the trust hereby created, as herein provided, whether or not the same persons or any of them, hold such offices at the time of the certification and issuance of said Bonds by the Trustee. Only such Bonds as shall bear the certificate endorsed thereon, in the form hereinbefore recited, duly signed by the Trustee, shall be deemed issued or be valid or be valid or be secured by this Indenture, and any such certificate of the Trustee upon any Bond signed and sealed by the Company shall be conclusive evidence that the Bond so authenticated was duly issued hereunder, and shall entitle it to the benefit of the trust hereby created.

Section 2. Upon delivery of this instrument, it shall be filed for record by the Company as a mortgage of real estate, and also as a chattel mortgage, in the office of the recorder, register or other proper officer for that purpose, for each of the counties or other subdivisions, by whatever name known, in which any of the property of the Company covered by this mortgage is located. Thereafter Bonds of the issue hereby secured, or intended so to be, may be signed and sealed by the Company and delivered by it to the Trustee for authentication. Upon the written request of the President and Secretary of the Company, the Trustee shall at one time, certify and deliver to the President of the Company, or upon his written order the Bonds to be issued, hereunder.

Section 3. In case any Bond issued hereunder shall become mutilated or be lost, stolen or destroyed, the Company, in its discretion, may execute, and thereupon the Trustee shall, under such reasonable rules as it may prescribe, authenticate and deliver a new Bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated, lost, stolen or destroyed Bond, or in lieu of and substitution for said mutilated, lost, stolen or destroyed Bond upon receipt of satisfactory evidence of the mutilation, loss, theft or destruction of such Bond, and also upon receipt of indemnity satisfactory to the Company and the Trustee.

ARTICLE II. REGISTRATION OF BONDS.

It is further covenanted and agreed that the Bonds issued hereunder shall be registered on the books of the Company at the office of the Trustee in the City of Kansas City, Missouri, such registration to be noted on the Bonds themselves. They shall pass only by transfer on the books of the Company, noted also on the Bonds. The Company agrees that it will at all times, so long as the Bonds issued hereunder, or any of them, remain outstanding and unpaid, cause to be kept at the office of Commerce Trust Company, at Kansas City, Missouri, the Trustee of its successor in the trust hereby created, suitable books for the registration and transfer of such Bonds as may be presented for that purpose, and the Company hereby constitutes and appoints Commerce Trust Company of Kansas City, Missouri, the Trustee, or its successor in the trust hereby created, its Bond Registrar and transfer agent, with all powers usual and proper in such cases, and in the event some other trust company shall hereafter serve as Trustee hereunder, then it shall succeed Commerce Trust Company as such Bond Registrar and transfer agent. The Registrar is authorized to close such registration books against transfers of this and other Bonds of the aforesaid issue for a period of not more than ten days next preceding each aforesaid semi-annual interest paying date.

ARTICLE III. COVENANTS BY THE COMPANY

The Company hereby covenants and agrees as follows:

Section 1. That it will pay or cause to be paid the Bonds herein mentioned and the interest thereon, at the time and place, and in the manner herein and in said Bonds provided, according to the true intent and meaning thereof. Remittance of the amount of any installment of interest on any Bond by delivery to the then registered owner thereof or by mailing to the address of such registered owner as shown by the registration books of the Company shall be full payment of such installment of interest as to all persons whomsoever.

Section 2. That it will duly pay and discharge from time to time all taxes, excises or franchise fees, assessments, imposts and governmental charges lawfully imposed upon the Company or the trust estate, or any party thereof, or upon the income or profits thereof, or upon the lien or interest of the said Trustees, or either of them, in respect to the trust estate, the liens whereof might or could be prior to the lien of these presents, and that in default of payment thereof by the Company, the Trustee, or the holder of any Bond secured hereby, through the Trustee, may pay the same without prejudice, however, to any rights of the Trustee hereunder by reason of such default in payment by the Company, and when so paid the amount thereof with six per centum (6%) interest thereon shall become a lien prior to the said Bonds upon the premises hereby conveyed, and shall be protected as such by this instrument. Provided, however, that the Company shall have the right to contest any legal proceedings, or otherwise, any such tax, fee, charge, assessment or lien, and pending such contest may delay or defer the payment thereof unless thereby the property subject hereto shall be exposed to loss or forfeiture.

Section 3. That it is well and lawfully seized and possessed of the trust estate as a good and indefeasible estate in fee simple or possession absolute, as the case may be; that it has good right and lawful authority to mortgage and convey the same as herein written; that the same is free and clear of all liens and encumbrances, except any liens for unpaid purchase price of property, unpaid taxes and claims of tax liability and any other liens and claims which by the terms of said modified Plan of reorganization as adopted and the orders of said Court with respect thereto, may have priority over the lien of this Mortgage and for the payment of which no other definite provisions have been made by said Plan and or orders of said Court with respect thereto, and that it will warrant and defend the title to said trust estate against all lawful claims and demands whatsoever, subject only to the terms of the aforesaid modified Plan of Reorganization and of the orders of said Court made with respect thereto.

Section 4. That it will diligently preserve the rights and franchises now or hereafter granted or conferred upon it by the laws of The United States of America, the State of Kansas, or by the laws or ordinances of any state, city, village, county, township, or other governmental subdivisions wherein its railroad or any part thereof shall be constructed, owned or operated, and that in using and operating its railroad and all parts thereof as the same are now, or may hereafter be constructed or extended, it will at all times, maintain and preserve the same and every part thereof, together with the fixtures and appurtenances, in reasonable repair, working order and condition, and supplied with motive power, rolling stock and equipment, and to make from time to time all needful, necessary and proper repairs, renewals, replacements, betterments and improvements so that the traffic and business thereof, and of every part thereof, shall at all times be conducted with safety and expedition.

Section 5. That it will faithfully observe, keep and obey all laws, rules and regulations of all duly constituted authorities relative to the ownership and management of its property, and will also do or cause to be done all acts and things necessary to preserve and keep the lien or encumbrance hereby created valid and intact and a first lien upon the property herein described.

Section 6. That it will, so long as any of said Bonds remain outstanding and unpaid, maintain its corporate organization and actively conduct its business; provided, however, that nothing herein contained shall prevent the Company, with the consent of the Trustee, from selling or leasing the mortgaged premises and property, substantially as an entirety, subject to the lien of this Indenture, to another corporation, or from consolidating or merging into another corporation, which leasing, purchasing, consolidating or merging corporation shall expressly assume or become obligated to observe and perform all of the conditions and covenants of this Indenture, in which event the Company shall not be required to perform said covenant to maintain its corporate organization and conduct its business.