

DOUGLAS COUNTY

Except as in this section otherwise expressly provided, the terms and agreements of this Mortgage with respect to the creation, acceptance and execution of the trust herein expressed, shall apply to both the Corporate Trustee and the Individual Trustee hereinbefore named, and the respective successors thereof, notwithstanding the use of the term "Trustee" in various places herein, qualified by the pronouns "it", "its" or "itself", which shall not be taken to determine that the Corporate Trustee along is referred to, if such construction would be contrary to the meaning and intent of this Section.

ARTICLE XII.

DEFINITIONS AND SUNDRY PROVISIONS.

Section 1. All covenants, conditions, stipulations, promises and agreements in this Indenture contained, by or on behalf of the Company shall bind and obligate its successors and assigns, whether so expressed or not; and the words "Trustee" and "Trustees" as herein used, subject only to the provisions of Section 3 of Article XI hereof and when not otherwise restricted by said section, shall be deemed and construed to mean such Trustee or Trustees for the time being hereunder, whether original, temporary or substituted, and such Trustee or Trustees respectively shall be entitled to and vested with all the estate, powers, rights, benefits and indemnities granted by the terms of this Mortgage to the Trustees named herein.

Section 2. All demands, notices or requests provided to be made or served upon the Company under any of the provisions of this Indenture, shall be deemed to be sufficiently made or served if sent by registered mail addressed to Kansas City, Kaw Valley Railroad, Inc., Kansas City, Kansas, or to such address as hereafter may be certified in writing by the Company to the Trustee.

Section 3. In case of issuance of new Bonds in replacement of Bonds lost, stolen, mutilated, or destroyed any successor Trustee may authenticate such Bonds in its own name, or in the name of any predecessor Trustee.

Section 4. The words "Registered owner of Bonds" shall be held and construed to mean a person appearing on the registration books mentioned in Article II hereof, as the owner or holder of one or more Bonds issued hereunder.

Section 5. The term "opinion of counsel" shall mean an opinion in writing signed by legal counsel (who may be of counsel for the company) satisfactory to the Trustee, or, satisfactory to counsel appointed by the Trustee.

Section 6. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person, or corporation, other than the parties hereto their respective successors and assigns, and the registered owners of the Bonds any right, remedy or claim, under or by virtue of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of any of the parties shall be for the sole and exclusive benefit of the others of the parties hereto, their respective successors and assigns, and of the registered owners of the Bonds.

Section 7. It is further covenanted and agreed by and between the parties hereto that in event any of the provisions of this Indenture shall be held to be unenforceable by reason of any statute or rule of law, such unenforceable provisions of this Indenture shall not affect the validity and enforceability of the other provisions of this Indenture.

Section 8. For the purpose of facilitating the recording hereof, this Indenture has been executed in several counterparts, each of which shall be deemed an original, and all collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, Kansas City, Kaw Valley Railroad, Inc., by order and due authority of its Board of Directors, in execution of the Plan or Reorganization aforesaid and in conformity with and subject to the orders and decrees of the District Court of the United States for the District of Kansas, First Division, in the proceeding in bankruptcy therein entitled and numbered as aforesaid and in pursuance of authority of issuance granted by the Interstate Commerce Commission aforesaid, has by the President or Vice President and Secretary of the said First Party hereunto set its corporate name and seal and Commerce Trust Company, by its President or Vice President and Secretary or Assistant Secretary thereunto lawfully authorized, has hereunto set its corporate name and seal, this Mortgage being so executed in three counterparts, each of which shall be deemed an original, and such counterparts, together shall constitute one and the same instrument and Indenture.

Signed, sealed and delivered
in the presence of:

R. B. Williams
Wm C Michaels

(CORP. SEAL)

Signed, sealed and delivered
in the presence of:

C. H. Owens
A. M. Doohan

(CORP. SEAL)

KANSAS CITY, KAW VALLEY RAILROAD, INC.
By J. Z. Miller Jr
President

ATTEST:
W. R. Taylor
Secretary
COMMERCE TRUST COMPANY
By Jo Zach Miller III
Vice President

ATTEST:
George W. Dillon
Secretary

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

BE IT REMEMBERED, that on this 1st day of November, 1941 before me the undersigned, a Notary Public in and for said County and State personally appeared J. Z. MILLER, JR., President of Kansas City, Kaw Valley Railroad, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me and known to me to be the President of said corporation and the same person who executed the foregoing instrument in said capacity and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my notarial seal at my office in said County and State the day and year last above written.

(SEAL) My commission expires April 20, 1942.

Dorothy G. Board
Notary Public

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

BE IT REMEMBERED that on this 1st day of November, 1941 before me the undersigned, a Notary Public in and for said County and State personally appeared Jo Zach Miller III, Vice President of Commerce Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, who is personally known to me and known to me to be the Vice President of said corporation and the same person who executed the foregoing instrument in said capacity and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at my office in said county and state the day and year last above written.

(SEAL) My commission expires April 20 1942

Dorothy G. Board
Notary Public

Recorded November 15, 1941 at 11:25, A.M.

Harold A. Beck Register of Deeds