

COMPARED

title thereto and evidences of ownership thereof, of the Railway company, the party hereto of the second part, and

(c) all property of every kind, character and description (including all rights, contracts, agreements, leases, claims, demands and choses in action), and all muniments of title thereto and evidences of ownership thereof, at any time acquired by the Receiver during the receivership and at the date of delivery of possession to the Grantee held by or for the Receiver); being the property described or intended to be described in schedule A. hereto;

EXCEPTING, however, from the property conveyed, assigned and transferred by this indenture the property described in schedule B, schedule C, and schedule D, hereto;

TO HAVE AND TO HOLD, possess and enjoy, all and singular the above mentioned real and personal property, rights, franchises, privileges and immunities thereto appertaining hereby conveyed, or intended so to be, unto the Grantee, its successors and assigns, to its and their own proper use, benefit and behoof forever, free from any charge or claim in respect of the Receiver's indebtedness other than that expressly subject to which said property shall have been sold under said decrees or which the purchaser is by the provisions of the Missouri Final Decree expressly required to assume, and free from the trust and lien of the foreclosed Mortgages and of all other instruments enforced in and by said decrees, and of every thereof and free from all claims, rights, interests or equity of redemption of, in or to the same by, or of, the Railway Company, its successors and assigns, and by, or of, the creditors and stockholders of the Railway Company, and by, or of, all persons claiming by, under or through the railway Company, its creditors or its stockholder, and by, or of, the Texas Company, its successors and assigns, and by, or of, the Creditors and stockholders of the Texas Company, and by, or of, all persons claiming by, under or through the Texas Company, its creditors or its stockholders, and by, or of, all parties to the Missouri Consolidated Cause, but subject to compliance by the Grantee with all the conditions upon the purchaser imposed by the Missouri Final Decree;

SUBJECT, however, in so far as any of the property by this indenture conveyed or assigned and transferred is held by trustees under, or is subject to, the following liens and/or obligations, to such liens and/or obligations respectively, viz:

(a) First Mortgage of the Railway Company, dated June 1, 1890, made to Central Trust Company of New York, as Trustee, under which United States Trust Company of New York is now Trustee;

(b) First Mortgage of the Kansas City & Pacific Railroad Company, dated August 1, 1890, made to Central Trust Company of New York, as Trustee, under which Bank of America is now Trustee;

(c) First Mortgage of Missouri, Kansas & Oklahoma Railroad company, dated May 1, 1902, made to Central (now Central Union) Trust Company of New York, as Trustee;

(d) First Mortgage of Texas & Oklahoma Railroad Company, dated July 15, 1903, made to Central (now Central Union) Trust Company of New York, as Trustee;

(e) First Mortgage of Denison & Washita Valley Railway Company, dated February 1, 1889, and Supplemental Indenture dated July 6, 1893, both of which were made to Manhattan Trust Company, as Trustee, and under both of which Bankers Trust company is now Trustee (except to the extent that said mortgage and/or supplemental indenture may be subordinate to the lien of the Second Mortgage as to certain property covered by both of said mortgages);

(f) First Mortgage of Gainesville, Henrietta & Western Railway Company, dated December 1, 1886, made to John F. Dillon and Henry B. Hanson, as trustees;

(g) First Mortgage of Trinity & Savine Railway Company, dated December 15, 1881, made to The Mercantile Trust Company, as Trustee, under which Bankers Trust Company is now Trustee;