

450

(h) First Mortgage of Dallas & Greenville Railway Company, dated December 1, 1886, made to John F. Dillon and Henry B. Henson, as Trustees; COMPARED

(i) First Mortgage of Taylor, Baston & Houston Railway Company, dated December 1, 1886, made to John F. Dillon and Henry B. Henson, as Trustees;

(j) Agreement of conditional sale between Central Trust Company of New York and Missouri, Kansas & Texas Railway Company, dated June 2, 1913;

(k) Equipment trust agreement, dated January 15, 1920, between Walker D. Hines, Director General of Railroads; C. E. Schaff as Receiver of railway and property of Missouri, Kansas & Texas Railway Company; and Guaranty Trust Company of New York;

(l) Conditional Sales Contract, dated June 15, 1920, between Lima Locomotive Works, Incorporated, and Charles E. Schaff, as Receiver of railway and property of Missouri, Kansas & Texas Railway Company; and

SUBJECT also in so far as the property by this indenture conveyed or assigned and transferred may be subject to the lien of taxes and assessments lawfully levied or assessed against the same, to any and all such liens; and

SUBJECT also to the paramount lien and charge reserved by the Missouri Final Decree upon the property sold in execution thereof for the payment in full of the purchase price thereof; and

SUBJECT also to all other terms, conditions and reservations of the Missouri Final Decree and of the Missouri Order of Confirmation, whether in this indenture expressly referred to or not..

AND THIS INDENTURE FURTHER WITNESSETH:

That Missouri, Kansas & Texas Railway Company, party of the second part, in consideration of the sum of ten dollars (\$10), lawful money of the United States, to it paid, receipt whereof is hereby acknowledged and pursuant to the directions in said decrees and said orders of confirmation contained, and by way of further assurance, has granted, conveyed, assigned, transferred and released, and by these presents does grant, convey, assign transfer and release, unto the Grantee, party of the fifteenth part, its successors and assigns, all its right, title and interest of, in and to all property of every kind, character and description in and by the Missouri Final Decree and/ or the Texas Confirmatory Decree directed to be sold, including, without however thereby in any wise limiting the foregoing general description, the property described or intended to be described in Schedule A hereto;

EXCEPTING, however, the property described in Schedule B, Schedule C and Schedule D hereto;

TO HAVE AND TO HOLD, possess and enjoy, all and singular said property unto the Grantee, its successors and assigns, to its and their own proper use, benefit and behoof forever, subject as aforesaid.

AND THIS INDENTURE FURTHER WITNESSETH:

That Charles E. Schaff, as Receiver as aforesaid, party of the third part, in consideration of the premises and of the sum of ten dollars (\$10), lawful money of the United States, to him in hand paid, receipt whereof is hereby acknowledged, and pursuant to the directions in said decrees and said orders of confirmation contained,

(a) has granted, assigned, transferred and conveyed, and agreed to deliver, and by these presents does grant, assign, transfer and convey and agree to deliver, unto the Grantee, party of the fifteenth part, its successors and assigns, all of the property and interests in 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