

and franchises of the corporation, to be known as the "prior Lien Mortgage" to the Girard Trust Company as Trustee, to secure an issue of bonds not to exceed in the aggregate six Million Dollars (\$6000000) and when the said mortgage is so executed to acknowledge, deliver and record the same.

Fourth--- That every bond, the execution of which is hereby authorized shall be authenticated by the certificate thereon by the Trustee or its successors in the said Trust in the form herein set forth, and without such certificate no bonds shall be obligatory.

Fifth--- That the coupons attached to said bonds shall be authenticated by the engraved signature of the present Treasurer, or of any future Treasurer, it being intended that the Company may adopt and use for that purpose the engraved signature of any person who shall have been its Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bond shall be actually certified and delivered, or when such coupons shall be attached to the bonds.

Sixth--- Bonds to the amount of Six Million Dollars (\$6000000) shall be forthwith executed, acknowledged and certified by the Trustee and pending the preparation of engraved bonds hereunder, a temporary bond or bonds in the sum prescribed but in such denomination or denominations as the President of the Company may determine, may be executed, acknowledged, and issued hereunder and such temporary bond or bonds hereunder issued, shall be entitled to the security of the Mortgage herein provided for, with the same force and effect and as fully to all intents and purposes as the bonds for which they are intended to be temporary substitutes. Upon the surrender of any such temporary bond or bonds for cancellation, the company shall there-upon be entitled to issue and the trustee shall thereupon certify bonds hereunder to the amount of the said temporary bond or bonds, so cancelled.

And Whereas, the Railroad Company in accordance with the resolutions of its stockholders and Board of Directors, it in that behalf enabling and of all and every legal power and authority in it vested, purposes to make, execute and issue bonds or obligations to be secured hereby to the amount limited in the manner heretofore mentioned.

Now this Indenture Witnesseth that the Rail road company, as well in consideration of the premises and for the purpose of securing the payment of the principal and interest of the said bonds, when and as the same shall become due and payable according to the tenor and effect of the said bonds so to be made and executed, for a sum not exceeding in the aggregate six Million Dollars (\$6000000) together with the interest that will accrue thereon (Both the said principal and interest being payable in gold) and such taxes upon the said principal and interest of said bonds as are assumed by the Railroad Company hereunder, as of the sum of One Dollar lawful money of the United States unto it well and truly paid by the said Girard Trust Company, at the time of the execution hereof, the receipt of which is hereby acknowledged has granted, bargained and sold, assigned set over, released, conveyed, confirmed, transferred and pledged and by these presents and in pursuance and execution of the power in it in any wise vested and in this behalf enabling, does grant bargain, and sell assign, set over, release, convey, confirm transfer, and pledge to the said Girard Trust Company as Trustee aforesaid and to its lawful successor or successors in the trusts hereby created and their heirs, executors, administrators and assigns forever.---