

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 coupon shall be attached to the bonds.

Sixth. That bonds to the amount of six million dollars (\$6,000,000) be delivered to the trustee, unexecuted and not certified or issued, to be held by the said trustee and issued only to replace or retire bonds of equal face value from time to time of the Prior lien mortgage, dated July 1st, 1910, and that three million dollars (\$3,000,000) of said bonds be executed and certified by the trustee and delivered to the railroad company and Pending the preparation of engraved bonds hereunder, a temporary bond or bonds in the sum herein Prescribed, but in such denominations or denomination as the President of the company shall determine, may be executed, acknowledged and issued hereunder, and such temporary bond or bonds so 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 to the trustee for cancellation the company shall thereupon be entitled to issue and the trustee shall thereupon certify bonds hereunder to the amount of 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 by virtue of all and every legal Power and authority in it vested, Proposes 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 railroad company, as well in consideration of the Premises and for the Purpose of securing the Payment in gold of the Principal and interest of the said bonds and any taxes agreed by said railroad company to be paid, when and as the same shall become due and payable according to the tenor and effect of the said bonds so as to be made and executed from time to time, for a sum not exceeding in the aggregate nine million dollars (\$9,000,000) of which six million dollars (\$6,000,000) shall be retained by the trustee to be issued only upon the retirement and cancellation from time to time for a similar amount, at face value, of the bonds of the Prior lien mortgage, and of which three million dollars (\$3,000,000) may be issued in the way and manner hereinafter set forth, and for the Purpose of securing additional bonds in excess of the said nine million dollars (\$9,000,000) so as may be issued and certified only upon additional main or branch lines and side track of the company, not to exceed in the aggregate twenty-five thousand dollars (\$25,000) per mile for each mile of such additional main or branch line track, nor ten thousand dollars (\$10,000) for each additional mile of side track as is hereinafter provided, 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 and confirmed, and by these Presents, 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 and confirm 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: