

mortgage, deed of trust and agreement for the security of the Bonds and coupons, if any, have been done and performed:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises, and in consideration of the acceptance of the Bonds by the holders thereof, and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and premium, if any, on all the Bonds at any time issued and outstanding under this Indenture, according to their tenor and effect, and the interest on all of such Bonds when and as the same shall become payable, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and in order to charge with such payment and with such performance and observance the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities, and other property, real and personal, hereinafter described, the Company has executed and delivered this Indenture and has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns:

FIRST: All and singular the Company's right, title and interest on the date of this Indenture in all lines of railroad owned by it solely or jointly or in common with others, including, specifically but not exclusively, the lines of railroad described in Exhibit A which is annexed hereto and made a part hereof.

SECOND: Any and all rights of way, easements, lands, tenements and hereditaments, fixtures, structures and improvements of whatever kind or description and wherever situated, now or hereafter owned by the Company and appurtenant to any of the Company's lines of railroad or other real property subject to the lien of this Indenture, including, without limitation, any and all main, branch, spur, industrial, switch, connecting, storage, yard or terminal tracks, superstructures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, stockyards, warehouses, elevators, car-