

and forever quit claim unto the said Green Moore George Pool Henry Pinson and Amelia Montgomery respectively, all my right title interest estate claim and demand at law or in equity of, in or to such portions of the tract of land first hereinabove described as may have afterwards been conveyed unto the said Green Moore George Pool Henry Pinson and Amelia Montgomery or either of them respectively so that neither I, nor my executors administrators heirs or assigns nor any other person claiming under or through me, can ever have any claim of any sort against the said Green Moore George Pool Henry Pinson or Amelia Montgomery, or their or either of their heirs executors administrators or assigns under or by reason of the conveyance first above referred to,

To have and to hold unto the said Green Moore George Pool Henry Pinson and Amelia Montgomery and their heirs and assigns forever, all and singular the said premises before mentioned,

Witness my hand and seal this eighth day of June in the year of our Lord one thousand nine hundred, and in the one hundred and twenty fourth year of the Independence of the United States of America,

Signed sealed and delivered in presence of
 Ed M Maclellan } Martha Nowell Secy
 George Cunningham }

State of Kentucky } Personally appeared before me
 Jefferson County } Ed M Maclellan and made
 oath that he saw the within named Martha Nowell
 sign seal and as her act and deed deliver the
 within written deed and that he with George Cum-
 ington witnessed the execution thereof.

Sworn to before me this 8th day of June A.D. 1900,
 Jno W Ullrich Secy } Ed M Maclellan
 Notary Public Jefferson County Kentucky.

State of Kentucky } J. Wm P Johnson clerk of the County
 County of Jefferson } County of Jefferson
 State of Kentucky } the same being a Court of record do
 hereby certify that Jno W Ullrich Esq, by whom the
 foregoing acknowledgment was taken and whose
 name is subscribed thereto was at the time of taking
 the same a Notary Public residing in said County duly
 commissioned and sworn and authorized by the
 laws of said State to take the proof or acknowledgment
 of deeds and other instruments in and to said County

administer oaths or affirmations in said County and that I am well acquainted with his handwriting and verily believe that the signature to the foregoing certificate is his genuine signature.

In witness whereof I have hereunto set my hand and affixed my official seal, which is the seal of said County Court at Louisville, this 11 day of June 1900,

Wm P Johnson Clerk Esq
 Jefferson County Court Kentucky

Recorded July 20th 1900,

Atlanta and Charlotte Air Line Railway Co.
 Guaranty Trust Company of New York

Know All Men by These Presents: That

WHEREAS, the ATLANTA AND CHARLOTTE AIR LINE RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the States of Georgia, South Carolina, and North Carolina, heretofore executed, under date of May 19, 1877, its First Mortgage or Deed of Trust, whereby it conveyed all of its property, being a line of railroad extending from Atlanta, in the State of Georgia, to Charlotte, in the State of North Carolina, to RICHARD IRVIN, JR., R. HART, RO-CHESTER and EUGENE PLUNKETT, Trustees, to secure the payment of the principal and interest as it should accrue and become due upon two certain series of bonds contemporaneously issued by the said Atlanta and Charlotte Air Line Railway Company, which said mortgage or deed of trust was thereafter duly recorded in the States of Georgia, South Carolina and North Carolina, reference thereto, and to the record thereof, being now made for greater certainty as to its terms and provisions; and

WHEREAS, the said mortgage or deed of trust provided, among other things, with respect to the Trustees named therein, as follows, that is to say: "That in case, at any time hereafter, the said Trustees or either of them, or any Trustee hereafter appointed, shall die or resign, or be removed, as herein provided, or otherwise, or in any other manner, become incapable of acting in the execution of the said trusts, successors, or a successor, to such Trustees, or Trustee, may be appointed by a majority in interest of the whole amount of the bonds hereby secured outstanding at the time being, by an instrument or concurrent instruments, under their hands and seals, or if that mode of appointment shall be found to be impracticable, or should not be resorted to in ninety days after the occurring of such vacancy, by death, resignation, removal or otherwise, such ap-

pointment may be made at a meeting of the bond-holders, to be held in the City of New York, and called by the holders of not less than fifty thousand dollars in amount at par of any of the bonds secured by these presents, and of the object of which meeting, and the time and place of holding the same, at least ten days public notice shall be given by advertisement in at least two of the public newspapers of general circulation of the City of New York, and of which also at least ten days notice shall be given to the President and Secretary at the time being of the said part of the first part, and to the surviving or continuing Trustee, or Trustees, under these presents at the time being by written or printed notices addressed to them respectively and either delivered to them respectively or left at their respective places of business. And at such meeting such vacancy may be filled by the concurring votes of a majority in interest of the bondholders attending the same or represented thereat by proxy. And it is hereby covenanted and agreed that any new trustee appointed as aforesaid shall immediately upon his appointment, and without any further act, deed or conveyance, become and be vested with all the estate, trusts, rights, powers, and duties of the trustee in whose place he shall have been appointed, but nevertheless the respective parties hereto, and their respective successors and assigns, shall and will, upon request, make, execute and deliver all such releases, conveyances, and assurances as shall be appropriate to vest in and confirm and assure to such new trustee, such estate, trust, rights, powers, and duties according to the intent herein expressed, and to do all other things necessary to carry into effect the intent of the instrument herein expressed."

WHEREAS, All of the said Trustees, named in said mortgage having heretofore departed this life, and it being found impracticable to appoint a successor in the said trust by an instrument or concurrent instruments under the hands and seals of a majority in interest of the whole amount of the bonds secured by said mortgage or deed of trust, and such mode of appointment not having been resorted to within ninety days after the occurring of any vacancy in