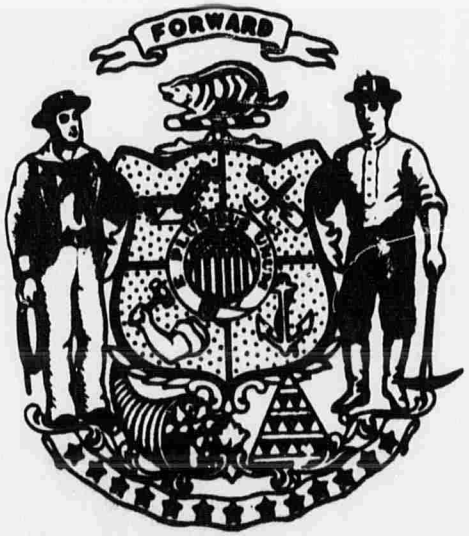
STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 1

414.53

Milwaukee & Mississippi Rail Road Company. } Mortgage. 1,
Do
George T. Coe.

This Indenture made the Fifteenth day of June in the year one thousand eight hundred and fifty two Between the Milwaukee and Mississippi Rail Road Company, a Corporation duly constituted as such by the laws of the State of Wisconsin, party of the first part and George T Coe of the City of New York party of the second part. Whereas, the parties of the first part, pursuant to the terms of the Statute of said State, incorporating them, and other Statutes of said State affecting them, are engaged in constructing a rail road from the City of Milwaukee, on Lake Michigan to the Mississippi River in the State of Wisconsin aforesaid, and for that purpose in part have resolved to raise a sum of money by loan, for the purpose of purchasing and transporting iron rails and machinery therefor, and of aiding in the construction of said Rail Road, and in order to secure payment therefor, or repayment thereof, to execute within the present year certain bonds not exceeding Six hundred thousand dollars in amount: viz:- Four hundred thousand dollars thereof in bonds of one thousand dollars each, and to be numbered respectively from number One to number Four hundred inclusive, and Two hundred thousand dollars thereof in bonds for Five hundred dollars each and to be numbered respectively from number Four hundred and one to number Eight hundred inclusive, to the person or persons lending such money or furnishing such rails or machinery, payable on the first day of July in the year One thousand eight hundred and sixty two, and bearing interest at the rate of Eight per centum per annum payable semi-annually, on the first day of each January, and of each July ensuing the date thereof, until the principal shall be paid. Such bonds to be dated 5 May 1852 and to be on an equality, so far as regards security for the repayment thereof, by these presents, notwithstanding, the same may be issued at different times, each of said bonds being authenticated by a certificate signed by said party of the second part, and containing a clause permitting the holder thereof to exchange the same at par for shares of stock in said Railroad Company, at par, convertible any time within five years from the date thereof.

Now therefore this Indenture witnesseth, that the said parties of the first part, in order to secure the payment of said bonds and interest, and in consideration of the sum of one dollar to them, at the sealing and delivery hereof, in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, have granted, bargained, sold, transfered and conveyed, and by these presents do grant, bargain, sell, transfer and convey, to the said party of the second part, his successor, or successors in the trust hereby created, and assigns, all the following present, and in future to be acquired, property of the said parties of the first part, that is to say: so much of their said road, between the City of Milwaukee and the East bank of Rock River, in the State of Wisconsin aforesaid, including the right of way and land occupied by said road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts culverts, fences, equipments, depots, grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, fixtures and all other personal property, right thereto and interest therein, together with the "name and functions" appertaining to the said road and the tolls, rents and income to be had or levied thereupon, and all franchises, rights and privileges of the

said parties of the first part of, in, to or concerning the same. But nothing herein contained shall be construed to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City or County bonds, or other securities, received in payment of stocks or otherwise as of any lands or other property of the Company not necessary to be retained for the roadway, depot grounds, stations, nor required for the construction or convenient use of that part of said road, nor from collecting moneys due the company on Stock subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction, use and repair of the remaining parts of said road, Westward, towards or to the Mississippi River, all stock subscriptions, donations or loans of money, lands or other property, which may have been, or may hereafter be made for that purpose; but said party of the first part shall have full right so to proceed without let or hindrance from the said party of the second part and his successors.

And the remaining portions of said railroad, which by the said parties of the first part may be so constructed, shall be held and used by the said parties of the first part, to their own benefit and behoof forever, so far as the claims of the said party of the second part or his successors might otherwise be construed as in conflict therewith. It being distinctly understood, that the conveyance made by this indenture, is only for so much of the present rights, interest and property, or in the future to be acquired rights, interests and property of the said parties of the first part, as do or may exist on that part of said rail road, extending from Milwaukee to the East bank of Rock River in the State of Wisconsin aforesaid.) To have and to hold the said premises and every part thereof, with the appurtenances, unto the said party of the second part his successors in said trust and assigns, upon the following trusts, that is to say: In case the said party of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of said bonds, at any time when the same may become due and payable, according to the tenor thereof, when demanded, then after sixty days after such default (in case such principal or interest shall then remain unpaid,) upon request of the holder of such bond, the said party of the second part, his successors in said trust or assigns, may enter into and take possession of all or any part of said premises, and as the attorney in fact or agent of the said parties of the first part, by himself or agents or substitutes duly constituted have, use and employ the same, making from time to time, all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid. Or the said party of the second part, his successors in said trust and assigns, at his or their discretion, may, or on the written request of the holders of at least one half of the bonds then unpaid, and unconverted into stock, shall cause the said premises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid to be sold at public auction, in the city of Milwaukee in the State of Wisconsin aforesaid, or in the city of New York, giving at least forty days notice of the time, place and terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers of good circulation, in each of the cities aforesaid, and wherever else required by law, and execute to the purchaser or purchasers thereof, a good

and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them, of all right, interest or claim in or to said premises or any part thereof. And said trustee shall, after deducting from the proceeds of said sale, the costs and expenses thereof, and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds, and shall restore the residue thereof to the parties of the first part. It being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part, nor any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance of the premises or any part thereof, to the said party of the second part his successors in said trust and assigns, for more fully carrying into effect the objects hereof, particularly for the conveyance of any property subsequently to the date hereof acquired by said parties of the first part and comprehended in the description contained in the premises. And the said parties of the first part hereby further covenant as aforesaid, that the money borrowed for the purposes aforesaid upon the security of said bonds, shall be faithfully applied to the purchase and transportation of iron rails and machinery, and for the construction and extension of said road, and the expenses attending such loan and purchase; and that said rail and machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing of said rail road. And it is hereby mutually agreed, and these presents are upon this express condition, that on payment of principal and interest of said bonds, or the conversion thereof into stock in manner aforesaid, the estate hereby granted to the said party of the second part, shall be void, and the right to the premises hereby conveyed shall revert to, and revest in the said parties of the first part, without any acknowledgment of satisfaction, reconveyance, reentry, or other act. And it is also further mutually agreed, that the said party of the second part, his successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof; and shall not be responsible for the acts of any agent employed by him or them, when such agent is selected with reasonable discretion; and that said party of the second part, his successors in said trust or assigns shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust, in case he shall be compelled to take possession of said premises or any part thereof, or manage the same. And it is further mutually agreed, that in case of the death, mental incapacity, or resignation of the said party of the second part, all his estate, right, interest power and control in the premises shall be divested, cease and determine; and the same shall from thenceforth, for the purposes aforesaid, be vested in, and all and singular the trusts and duties hereinbefore mentioned and enumerated shall devolve upon (Columbus Delano of the City of New York, without any other or further assurance or conveyance of, or for the same. And in case of the death, mental incapacity or resignation of the said Columbus Delano, after the trust hereby created shall have devolved on him, the said parties of the first part shall, or in their default to take proceedings therefor, for thirty days, the holders of a majority of said bonds may apply to the Supreme

Court of the State of Wisconsin to appoint a new trustee, being a resident of the City of New York, to supply his place, and thereupon such new trustee shall become vested, for the purposes aforesaid, with all the rights and interest hereby conveyed to, or vested in the said party of the second part, without any further asurance, or conveyance for the same; but if the same shall be necessary both or either of the parties hereto shall execute any necessary leases or conveyances for that purpose.

In witness whereof the parties of the first part have caused their Corporate seal to be hereto affixed, and these presents to be subscribed by their President. And the said party of the second part has set his hand and seal the day and year first above written.

Seal

Milwaukee & Mississippi Rail Road Company
By John Catlin. President.

Sealed and delivered in presence of.
The word "Rock" being stricken out and the words "the Mississippi" being interlined on the first page before execution. Also the words and figures "to be dated 5 May 1852 and" being also interlined on the same page before execution.
George E. H. Day.
W. A. Woodward

Geo. S. Coe. (Seal)

State, City and County of New York, ss.

I, William A. Woodward a commissioner for the State, and resident in the City of New York, appointed by the Governor of the State of Wisconsin, under the laws, and commissioned under the Great Seal of that State, duly affirmed and qualified to testimony, acknowledgments &c. &c. to be used or recorded in that State, do, by this Instrument, given under my hand and official seal, Certify, that on this fifteenth day of June 1852, before me, in the state of New York, personally appeared John Catlin, who being by me duly sworn, said that he is the President of the Milwaukee and Mississippi Rail Road Company; that the seal affixed to the annexed Instrument is the common and corporate seal of the said Company, and was affixed thereto by their authority, and that he as President, subscribed his name thereto by the like authority - said John Catlin being personally known to me to be the same person who executed said Instrument.

Seal

W. A. Woodward
Commissioner for the State of
Wisconsin in New York
62 William Street

State, City and County of New York, ss.

I, William A. Woodward, a commissioner appointed by the Governor of the State of Wisconsin, and under the laws of said State, with full power and authority to take acknowledgments or proofs of all deeds, or other Instruments in writing, depositions and other testimony &c. &c. in and for said State of New York, to be used or Recorded in the said State of Wisconsin, duly commissioned by said Governor, and affirmed, dwelling in the City of New York, do by this public Instrument given under my hand and official seal, Certify and make known, that on the 15th day of June 1852,

before me personally appeared in my state aforesaid, George S. Coe, described in and who executed the foregoing instrument of writing, between him as one of the parties thereto, and the Milwaukee and Mississippi Rail Road Company, the other party thereto, and acknowledged that he executed the said Instrument freely for the purposes therein stated. And I certify that the person who made the said acknowledgment is known to me to be the individual, described in and who executed said Instrument.

Seal

W. A. Woodward
Commissioner for the State of
Wisconsin in New York. 62 William St.

Indorsements.

Dated June 15th. 1852. The Milwaukee and Mississippi Rail Road Company to George S. Coe. Deed of Trust. Received for Record June 25th. A.D. 1852 at 5 P. O'Clock P. M., and recorded in Vol. 20 of mortgages page 107. 108. 109. 110, 111 & 112. Fee $3.50.

Marty. Schoeffler. Register Milwaukee Co. Wis.

Received for Record this 1st. day of July A.D. 1852 at 8 O'Clock A.M. and Recorded in Vol. 8 of Mortgages at page 118. 119. 120 and 121.

Saml. G. Bristow Reg. Waukesha Co.
By Wm. F. Whitney. Dept.

Recorded in Registers Office Rock County Wisconsin July 29th. A.D. 1852 at 8 O'Clock A.M. in Vol. K of Mortgages on Pages 241. 242. 243. 244. 245 & 246.

Benjamin A. Kent
Register

Received for record July 17th 1852 at 10 O'Clock A.M. and recorded in Vol. 10 of Mortgages at pages 286. 287. 288. 289 & 290

C. D. Long
Register for Walworth Co. Wis.

Recorded in the Office of the Secretary of State this twenty seventh day of December A.D. 1852.

Chas. G. Mayers Dep. Sec. of State

Articles of Association of the Harbor and Mound Cemetery Plank Road Company.

Article First. This Corporation shall be called and known by the name of the Harbour and Mound Cemetery Plank Road Company.

Article second. The object and purpose of this Company shall be to construct a Plank Road from the City of Racine in the County of Racine and State of Wisconsin, to the angle of the Racine and Rock River Plank Road, near the dwelling house of Captain E Reed in the Town of Racine in said County.

Said Plank Road to commence at a point near the west boundary line of said city where state street crosses said line in the Fifth ward. Thence running South Westerly by or near Kinzie's Mill, and Mound Cemetery to the Angle of Racine & Rock River Plank Road in the Town of Racine aforesaid, passing from the City of Racine into the Town of Racine.

Article Third. This Corporation shall continue and exist for the period of fifty years from and after the date of these Articles.

Article Fourth. There shall be seven directors of this company and for the first year the following named persons shall be directors and manage the affairs and concerns of the company. Viz: Charles Herrick, Edwin A Roby, James E Lockwood, Ezra Reed, James Kinzie, Joseph L Jennings, Sidney A Sage.

Article Fifth. The Capital stock of this Company shall be three thousand five hundred dollars, and it shall be divided into Three hundred and fifty shares of Ten dollars each.

Article Sixth. It is intended that this Road shall be about one and one half miles in length.

Dated Racine July 12th AD. 1852.

Names of Stock Subscribers	Residence of Subscribers	No of Shares	Amt of Stock
Sidney A Sage	City Racine	35	$350.00
Charles Herrick	City Racine	8	80.00
John G Cowroe	City Racine	2	20.00
E A Roby	City Racine	5	50.00
J E Lockwood	City Racine	5	50.00
John McGinnis	City of Racine	3	30
Chapin & Jennings	" Racine	5	50.00
Ebenezer Reed	City of Racine	1	10.00
James Kinzie	Town of Racine	5	50.00
J C Tuckerman	City of Racine	2½	25.00
Lee & Dickson	" "	2	20.00
E Foster	" "	2	20.00
Edwin Gould	" "	2	20.00
D W Emerson	" "	2	20.00

State of Wisconsin }
City & County of Racine } ss

Sidney A Sage, Edwin A Roby and Charles Herrick, three of the Directors of the Harbor & Mound Cemetery Plank Road Company, being duly sworn say: That they are three of the directors named in the annexed articles of Association, and that more than five hundred dollars for every mile of the road intended to be built, has been in good faith subscribed to the Capital stock of said Company. That is say that the sum of seven hundred and ninety five dollars has been so subscribed and that five per cent on the said amount of stock subscribed has been actually and in good faith paid in cash to the Directors named in the annexed articles of Association.

Subscribed and sworn before me
this 12th day of July AD. 1852
H Bush
Notary Public

Sidney A Sage
Edwin A Roby
Charles Herrick

8.

This indentme made the twenty first day of April in the year one thous-and eight hundred and fifty three, between the Milwaukee and Miss-isippi Rail road company, a corporation duly constituted as such by the laws of the state of Wisconsin, party of the first part, and Isaac Seymour of the City of New York, party of the second part. Whereas the parties of the first part pursuant to the terms of the Statute of said state incorporating them, and other statutes of said state affecting them, are engaged in constructing a railroad from the City of Milwau-kee on Lake Michigan to the Mississippi River, in the State of Wisconsin aforesaid and for that purpose in part have resolved to raise a sum of money by loan, for the purpose of purchasing and transporting iron rails and Machinery, therefor, and of aiding in the construction of said rail road and in order to secure payment therefor, or payment thereof, to execute within the present year certain bonds not exceeding six hundred & fifty thousand dollars in amount, of one thousand dollars each numbered respectively from one to six hundred and fifty inclusive to the person or persons lending such money or furnishing such rails or machinery, payable on the first day of April in the year of our Lord one thousand eight hundred & sixty three, and bearing interest at the rate of eight per centum per annum, payable semi-annually on the first day of each April and of each October ensuing the date thereof, until the principal shall be paid, such bonds to be dat-ed on the first day of April 1853. & to be on an equality, so far as regards security for the payment thereof by these presents notwithstanding the same may be issued at different times, each of said bonds being authenticated by a certificate signed by said party of the second part and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of stock in said Railroad Company at par convertible any time within five years from the date thereof.

Now, therefore this indentme witnesseth that the said parties of the first part, in order to secure the payment of said bonds and interest, and in consideration of the sum of one dollar to them at the sealing and delivery hereof, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained sold, transferred and conveyed and by these presents do grant, bargain, sell, transfer and convey, to the said party of the second part, his successor or successors in the trust hereby created and assigns all the following present and in future to be acquired property of the said parties of the first part, that is to say: So much of their said road as lies be-tween the Rock River in the township of Fulton, and the east bank of the Wisconsin River in the county of Iowa in the State of Wisconsin aforesaid including the right of way and land occupied by said road together with the superstructure and tracks thereon and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments depots, grounds and buildings thereon, engines, tenders, cars, tools, mat-erials, machinery, fixtures and all other personal property appertaining to said portion of road, right thereto, and interest therein, together with

9.

the name and functions appertaining to the said portion of road, tolls, rents and income to be had & levied therefrom, and all franchises, rights, and privileges of the said parties of the first part of in to or concerning the same. Also so much of their said road as lies between the city of Milwaukee & the east bank of Rock river in the township of Fulton in the state of Wisconsin aforesaid including the right of way & land occupied by said road together with the superstructure & tracks thereon & all rails & other materials used thereon, bridges, viaducts, culverts, fen-ces, equipments, depots, grounds & buildings thereon, engines, tenders, cars, tools materials, machinery, fixtures and all other personal property with the name & functions appertaining to the said road, tolls, rents, and income to be had & levied therefrom, and all franchises, rights and privileges of the said parties of the first part, of in to or concerning the same, the last portion of road however subject to the mortgage here-tofore executed on said portion of road on the fifteenth day of June A.D. 1852. & also subject to a previous mortgage on the first twenty miles & a half of road from Milwaukee to Waukesha for the sum of seventy four thousand dollars now remaining unpaid & covered by said mortgage. But nothing herein contained shall be construed to prevent the parties of the first part from selling, hypothecating, or otherwise disposing of any city or county bonds, or other securities received in payment of stock or otherwise or of any lands or other property of the company not necessary to be retained for the roadway depot grounds, station, nor required for the construction or conven-ient use of that part of said road, nor from collecting monies due the company on stock subscriptions or otherwise, nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction use, and repair of the remaining parts of said road westward to-wards or to the Mississippi river all stock, subscriptions, donations or loans of money, bonds, or other property, which may have been or may hereafter be made for that purpose, but said party of the first part shall have full right so to proceed, without let or hindrance from the said party of the second part and his successors. And the re-maining portions of said Railroad, which by the said parties of the first part may be so constructed, shall be held in use by the said parties of the first part, to their own benefit & behoof forever so far as the claims of the said party of the second part or his successors might otherwise be construed as in conflict herewith. It being distinctly understood that the conveyance made by this indenture is only for so much of the present rights, interest & property or in the future to be acquired rights, interests and property of the said parties of the first part as do or may exist on that part of said railroad extending from the Rock to the Wisconsin rivers in the state of Wis-consin aforesaid as a first mortgage, and from Milwaukee to the Rock river subject to the mortgages heretofore issued on the last named portion of said Railroad. And the said parties of the first part do further convey to the party of the second part all their right, title, & interest in & all their future to be acquired right & title in & to that portion of the Southern Wisconsin Rail road—

lying east of the eastern bank of Rock river in the village or township of Janesville being about eight miles of road and now run & operated by the said parties of the first part & intersecting their said road in the Township of Milton in the State of Wisconsin aforesaid.——)

To have and to hold the said premises and every part thereof except as aforesaid with the appurtenances, unto the said party of the second part his successors in the said trust & assigns upon the following trusts, that is to say): In case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of said bonds, at any time when the same may become due and payable according to the tenor thereof when demanded then after sixty days after such default (in case such principal or interest shall then remain unpaid) upon request of the holder of such bond the said party of the second part his successors in said trust or assigns may enter into and take possession of all or any part of said premises and as the attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted, have use and employ the same, making from time to time all needful repairs, alterations and additions thereto and after deducting the expenses of such use repairs alterations, and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid, or the said party of the second part his successors in said trust and assigns at his or their discretion, may or on the written request of the holders of at least one half of the bonds then unpaid and unconverted into stock shall cause the said premises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid to be sold at public auction, in the City of Milwaukee in the State of Wisconsin aforesaid or in the City of New York giving at least forty days notice of the time, place, & terms of such sale, and of the Specific property to be sold by publishing the same in two newspapers of good circulation in each of the cities aforesaid and wherever else required by law and execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part their successors and assigns, and all persons claiming under them, of all right interest or claim in or to said premises or any part thereof, And said trustee shall, after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on said bonds, and shall restore the residue thereof to the parties of the first part, It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisment or extension laws by the said parties of the first part, nor any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the premises or any part thereof to the said party

of the second part his successors in said trust and assigns for more fully carrying into effect the objects hereof, particularly for the conveyance of any property subsequently to the date hereof acquired by said parties of the first part and comprehended in the description contained in the premises. And the said parties of the first part hereby further covenant as aforesaid, that the money borrowed for the purposes aforesaid upon the security of said bonds, shall be faithfully applied to the purchase & transportation of iron rails, and machinery and for the construction and extension of said road, and the expenses attending such loan and purchase, and that said rails and machinery so purchased shall be transported and used with due diligence in the construction, finishing and furnishing of said rail road—

And it is hereby mutually agreed and these presents are upon this express condition, That on payment of principal and interest of said bonds or the conversion thereof into stock in manner aforesaid, the estate hereby granted to the said party of the second part shall be void, and the right to the premises hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgment of satisfaction, reconveyance, reentry, or other act.

And it is also further mutually agreed that the said party of the second part, his successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him, or them when such agent is selected with reasonable discretion and that said party of the second part, his successors in said trust or assigns shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust, in case he shall be compelled to take possession of said premises or any part thereof, or manage the same. And it is further mutually agreed, that in case of the death, mental incapacity or resignation of the said party of the second part all his estate, right interest, power, and control, in the premises shall be divested cease, and determine: and the same shall from thenceforth, for the purposes aforesaid, be vested in and all and singular the trusts and duties hereinbefore mentioned and enumerated shall devolve upon Columbus Delano of the City of New York without any other or further assurance or conveyance of, in for the same, and in case of the death mental incapacity, or resignation, of the said Columbus Delano after the trust hereby created shall have devolved on him, the said parties of the first part shall, or in their default to take proceedings therefor for thirty days, the holders of a majority of said bonds may apply to the Supreme Court of the State of Wisconsin, to appoint a new trustee, being a resident of the City of New York, to supply his place and thereupon such new trustee shall become vested, for the purposes aforesaid, with all the rights and interest hereby conveyed to, or vested in the said party of the second part without any further assurance or conveyance for the same: but if the same

shall be necessary, both or either of the parties hereto shall execute any necessary releases or conveyances for that purpose.

In witness whereof. the parties of the first part have caused their corporate seal to be hereto affixed and these presents to be subscribed by their President. And the said part of the second part has set his hand and seal the day and year first above written.

Seal

The Milwaukee & Mississippi Rail Road Company
By John Catlin President.

Sealed & delivered in
presence of
W. A Woodward.
I. Seymour.

Isaac Seymour. Seal

State City and
County of New York } ss. I. William A Woodward a Commissioner for
the State, and resident in the City of New York. Appointed by
the Governor of the State of Wisconsin under the laws, and commis-
sioned under the great seal of that state duly affirmed and quali-
fied to take testimony, acknowledgements &c &c to be used or record-
ed in that state, do by this instrument given under my hand and
official seal, certify That on this 21st day of April 1853. before me
in the State of New York personally appeared John Catlin who
being by me duly sworn, said that he is the President of the Mil-
waukee and Mississippi Rail Road Company; that the seal affix-
ed to the foregoing instrument is the common and corporate seal
of the said Company, and was affixed thereto by their authority, and
that he as President subscribed his name thereto by the like auth-
ority — said John Catlin being personally known to me to be
the same person who executed said instrument.

W. A. Woodward
Commissioner for
Wisconsin in New York.

Seal

State City and County of New York. ss.
I. William A Woodward a Commissioner appointed by the Governor
of the State of Wisconsin, and under the laws of said State, with
full power and authority to take acknowledgments & proof of all deeds
or other Instruments of writing, depositions and other testimony &c &c in
and for said State of New York to be used or recorded in the said
State of Wisconsin, duly commissioned by said Governor, and affirm
-ed, dwelling in the City of New York, do by this public instrument
given under my hand and official seal, certify and make known
that on the 21st day of April 1853. before me personally appeared in
my state aforesaid, Isaac Seymour, described in and who executed the
annexed Instrument of writing between him as one of the parties
thereto, and the Milwaukee and Mississippi Rail Road company, the
other party thereto, and acknowledged that he executed the said
Instrument freely, for the purposes therein stated. And I certify

that the person who made the said acknowledgment is known to me to
be the individual described in and who executed the said Instru-
-ment.

W. A Woodward
Commissioner for
the State of Wisconsin
in New York.

Seal

Recorded in the Office of Secretary of State this second day of May A.D. 1853
Chas. R. Robinson. Secretary of State
By Chas. W. Mayers Deputy

Mineral Point Rail Road Company. Deed of Mortgage to the Treasurer of the State of Wisconsin.

Whereas in conformity with the provisions of an act of the Legislature of the State of Wisconsin entitled, "An Act to authorize the Counties and towns through which the Mineral Point Rail Road passes to aid in its construction" Approved March 23d. 1853. the said Mineral Point Rail Road Company has made and executed One hundred and fifty bonds, for the sum of one thousand dollars each, amounting in the aggregate to the sum of, One hundred and fifty thousand dollars, payable to the Treasurer of the State of Wisconsin and his successors in office, or to bearer at the Bank of the Manhattan Company in the City of New York, on the first day of July 1868. transferable by general or special endorsement, & by delivery, which bonds bear interest at the rate of eight per centum per annum payable semi annually on the first day of July and January in each year at said Bank of the Manhattan Company, and contain a stipulation guaranteeing that the said Mineral Point Rail Road Company will pay the principal and interest which shall become due and payable on one hundred and fifty certain bonds of the said County of Iowa, made executed and delivered to said Rail Road Company, in conformity with the provisions of said act, each for the sum of one thousand dollars, payable to Francis Vivian Treasurer of the Mineral Point Rail Road Company and his successors in office, or to the holder thereof at the said Bank of the Manhattan Company on the first day of July 1868, with interest thereon at the rate of eight per centum per annum, payable semi annually on the first day of each January and each July, ensuing the date thereof, transferable by general or special endorsement or by delivery; which said bonds of the said Mineral Point Rail Road Company, also contain the agreement of said company to transfer to the said County of Iowa, at any time when the said county shall elect to receive the same, before the first day of July 1868 on the delivery of said bonds to the treasurer of the Company, a corresponding amount of the Capital stock of said Company, in exchange for and satisfaction of said bonds; which said bonds of the said Mineral Point Rail Road Company are part of an issue of bonds, which shall not exceed in the aggregate, ten thousand dollars per mile of the whole of the surveyed line of the said rail road, the residue of which are to be hereafter executed.

Now therefore.

This Indenture, Made and executed this twenty seventh day of July in the year of our Lord one thousand eight hundred and fifty three, Between the Mineral Point Railroad Company party of the first part, and Edward D. Janpen, Treasurer of the State of Wisconsin, and his successors in office party of the second part.

Witnesseth.— That the said party of the first part in order to secure the payment of the said one hundred and fifty bonds, for the sum of one thousand Dollars each hereinbefore described, and of such other bonds of a similar description, which shall be hereafter

executed part of an issue of bonds, which shall not exceed in the aggregate Ten Thousand dollars per mile of the whole of the surveyed line of said Railroad, and of the interest on all of said bonds, and in consideration of the sum of One dollar, in hand paid to the said part of the first part, by the said part of the second part, at the sealing, and delivery hereof, the receipt whereof is hereby acknowledged has granted, bargained, sold, transfered, and conveyed and by these presents does grant, bargain, sell, transfer, and convey to the said part of the second part and his successors in office, in trust for the use and benefit of the holders of said bonds, & any of them all of the present and future to be acquired property of the said Mineral Point Railroad Company in the whole of the Railroad of said company, including the right of way and land occupied by said Railroad, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments depots, grounds and buildings thereon, engines tenders cars, tools, materials, machinery, fixtures, and other property of said company and all the right thereto, and interest therein of said part of the first part, together with the name and functions appertaining to the said railroad, tolls, rents, and income to be had & levied therefrom, and all franchises, rights and privileges of the said party of the first part, & in to or concerning the same.

To have and to hold the said premises and every part thereof with the appurtenances unto the said part of the second part, and his successors in office upon the following conditions and reservations to wit; That this deed is to be deemed taken considered and held as a second mortgage and is taken, deemed, and held to be subject and subsiding to another deed of conveyance of all the aforesaid property, real personal and mixed, hereafter to be executed by said part of the first part to such other party, as the said part of the first part shall elect, which shall be called a first mortgage, and shall constitute the first lien and incumbrance upon said Railroad, and all the aforesaid property, but shall not be issued to secure the payment of bonds to a greater amount, than Ten Thousand Dollars per mile of the whole length of said rail road nor bearing interest at a rate greater than eight per centum per annum payable semi-annually,

And these presents are upon this further express condition, That in case the said part of the first part shall fail to pay the principal, or any part thereof or any of the interest on any of said bonds, at the time when the same may become due and payable according to the tenor thereof, when demanded, then after sixty days after such default (in case such principal or interest shall then remain unpaid) upon request of the holder of such bond, the said party of the second part, his successors in said trust or assigns, may enter into and take possession of use and sell, all or any part of said premises, and apply the net proceeds of such use or sale or so

much thereof as shall be necessary to the payment of the principal and
interest of all said bonds remaining unpaid, and shall assign the
residue thereof to the parties of the first part

And upon this further express condition that
the payment of the principal and interest of the said one hundred
and fifty bonds issued by said party of the first part to said
County of Iowa, and of the other bonds, which may be issued
conformity with the terms of this instrument, and secured hereby
not exceeding Ten Thousand Dollars per mile of the whole length
of said Rail Road, or the conversion of said bonds into stock
in manner aforesaid, or of the release and discharge of said bonds
in any manner; the estate hereby granted to said party of the
second part shall be void, and the right to the premises hereby
conveyed shall revert to and revest in the said party of the
first part, without any acknowledgement of satisfaction, recon-
veyance reentry or other act.

In Witness whereof the said party
of the first part has caused the
seal of the said corporation to
be hereto affixed, and these pres-
-ents to be subscribed by their
President the day and year
first above written

Moses M. Strong
President of the
Mineral Point
Railroad Company

L. S.

Sealed and delivered
in presence of
John Wepersmith
David E. Fairchild

State of Wisconsin
County of Iowa } ss. I George Wepersmith a notary Public within
and for said County, do hereby certify that on this 27th day of July, before me
personally appeared Moses M. Strong, who being by me duly sworn
said that he is the president of the Mineral Point Rail road
Company, that the seal affixed to this instrument is the com-
-mon and corporate seal of said company, and was affixed
thereto by authority of said company, and that he as president
subscribed his name thereto by the like authority, said Moses
M. Strong being personally known to me to be the same per-
who executed said instrument.

In Witness whereof I have hereunto set
my hand and affixed my Notarial seal
this 27th day of July A. D. 1853.

Geo. Wepersmith
Notary Public.

L. S.

Endorsement.
Mortgage. Mineral Point Rail road Company to Treasurer of the
State of Wisconsin.
Recorded this 28th day of July A. D. 1853.

Mineral Point Rail Road Company,
To
George L. Schuyler. } Mortgage

This Indenture, made the second day of January, in the year one thousand eight hundred and fifty four, Between the Mineral Point Rail Road Company, a Corporation duly constituted as such by the laws of the State of Wisconsin, party of the first part, and George L. Schuyler of the City of New York party of the second part.

Witnesseth that whereas the parties of the first part, pursuant to the terms of the law of the State of Wisconsin, incorporating them, and the law of said State amendatory thereof, and of other laws affecting them, are engaged in constructing a Rail Road, from the Village of Mineral Point, in the County of Iowa in said State to a point in the South line of said State, near the Village of Warren in the State of Illinois, and for that purpose in part have resolved to raise a sum of money by loan for the purpose of purchasing and transporting iron rails, and machinery therefor, and of aiding in the construction of said Rail Road, and in order to secure the payment thereof or repayment thereof, have this day executed One Thousand Bonds each for the sum of five hundred dollars, amounting in the aggregate to the sum of Five hundred thousand dollars, bearing date this second day of January A. D. 1854, and numbered respectively from number one to number one thousand inclusive, which said Bonds are each and all of them, payable to the said George L. Schuyler, or to the holder thereof on the First day of January in the year One thousand eight hundred and seventy four, and bearing interest at the rate of seven per centum per annum, payable semi annually on the first day of each January and of each July ensuing the date thereof until the principal shall be paid; each of said bonds containing a clause obligating the said Company to transfer to the holder thereof, at any time when such holder should elect to receive the same, before the principal of said bond should mature and become due, on the delivery of the said obligation, and of the unpaid interest, warrants to the trustee named in the certificate annexed to said bond, or to his successor in the trust, in the City of New York, or to the Treasurer of said Company five shares of one hundred dollars each, in the capital stock of said Company, in exchange for and satisfaction of said obligation; and each of said bonds being authenticated by a certificate signed by said party of the second part to the effect that the said party of the first part had executed to him a deed of trust or Mortgage to secure the prompt payment of the principal and interest of each and every of the said One Thousand bonds.

Now Therefore, this Indenture Further Witnesseth, that the said parties of the first part in order to secure the payment of said bonds and interest, and in Consideration of the sum of one dollar to them, at the sealing and delivery hereof, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell, and transfer and convey, to the said party of the second part, his Successor or successors in the trust hereby created, and assigns, all the following and future to be acquired property of the said party of the first part, that is to say, their entire Rail Road, between Mineral Point aforesaid and the Southern boundary line of the State of Wisconsin, including the right of

way, and land occupied by said Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, depot grounds, and buildings thereon, engines, tenders, cars, tools, materials, machinery, fixtures, and all other personal property right thereto, and interest therein, together with the rents and franchises appertaining to the said road, tolls, rents and income, to be had or collected therefrom, and all franchises, rights and privileges of the said party of the first part, of, in, to or concerning the same. But nothing herein contained, shall be so construed, as to prevent the party of the first part from collecting moneys due the Company on Stock subscriptions or otherwise.

To have and to hold the said premises, and every part thereof with the appurtenances unto the said party of the second part, his successors in said trust and assigns, upon the following trusts, that is to say; In case the said party of the first part shall fail neglect or refuse to pay the principal, or any part thereof, or any of the interest on any of said bonds at any time when the same may become due and payable, according to the tenor thereof, (when demanded, then after sixty days after such default (in case such principal or interest shall then remain unpaid) upon request of the holder of such bond, the said party of the second part, his successors in said trust or assigns, may enter into and take possession of all, or any part of said premises, and as the Attorneys in fact, or agent of the said party of the first part, by himself or his agent or substitute duly constituted, have, use and employ the same making from time to time, all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid. Or, the said party of the second part, his successors in said trust and assigns, at his or her discretion may, or on the written request of the holders, of at least one half of the bonds then unpaid, and unconverted into stock shall, cause the said premises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid, to be sold at public auction in the City of New York, giving at least forty days notice of the time, place and terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers of good circulation in said City, and to execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them, of all right, interest or claim, in or to said premises, or any part thereof. And said Trustee shall, after deducting from the proceeds of said sale, the costs and expenses thereof, and of managing such property, apply so much of the proceeds as may be necessary, to the payment of said principal and interest due or unpaid on said bonds, and shall restore the residue thereof to the parties of the first part. It being hereby expressly understood that in no case shall any claim or advantage, be taken of any valuation, appraisement or extension laws by said parties of the first part, nor any injunction or stay of proceeding, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said party of the first part hereby

covenants for the consideration aforesaid to execute, and deliver any further reasonable and necessary conveyance of the premises, or any part thereof to the said party of the second part, his successors in said trust and assigns, for more fully carrying into effect the objects hereof, particularly for the conveyance of any property, subsequently to the date hereof acquired by the said party of the first part, and comprehended in the description contained in the premises.

And the said party of the first part hereby further covenants as aforesaid, that the money borrowed for the purposes aforesaid, upon the security of said bonds, shall be faithfully applied to the purchase and transportation of iron rails and machinery, and for the construction of said road, and the expenses attending such loan and purchase, and that said rails and machinery so purchased shall be transported and used with due diligence in the construction, finishing and furnishing of said Rail Road.

And the said party of the first part, hereby further covenants as aforesaid, that they will transfer to the holder of any of said bonds, at any time when such holder shall elect to receive the same, before the principal of said bond shall mature and become due, on the delivery of the said obligation, and of the unpaid interest, warrants to the trustee named in the certificate annexed to said bond, or to his successor in the trust, in the City of New York, certificates of said Company, five shares of one hundred dollars each in the capital stock of said Company, in exchange for and satisfaction of said obligation.

And it is hereby mutually agreed, and these presents are upon this express condition, that on the payment of the principal and interest of said bonds, or the conversion thereof into stock in manner aforesaid, the estate hereby granted to the said party of the second part, shall be void, and the right to the premises hereby conveyed, shall revert to, and revest in the said party of the first part, without any acknowledgement of satisfaction, reconveyance, reentry or other act.

And it is also further mutually agreed that the said party of the second part, his successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him or them, when such agent is selected with reasonable discretion, and that said party of the second part, his successors in said trust or assigns, shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust, in case he shall take possession of said premises or any part thereof, or manage the same.

And is it further mutually agreed that in case of the death, mental incapacity or resignation of the said party of the second part, all his estate, right, interest, power and control in the premises, shall be divested, cease and determine, and the same shall from thenceforth for the purposes aforesaid, be vested in, and all and singular the trusts and duties herein before mentioned and enumerated shall devolve upon George N. J. Bowdoin, Counsellor at Law of the City of New York, without any other or further assurance or conveyance of or for the same: And in case of the death, mental incapacity, resignation or refusal to act of the said George N. J. Bowdoin, after the trust hereby created shall have devolved on him the said party of the first part shall, or in default thereof the holders of a majority of said bonds may, apply to the Circuit Court of the State of Wisconsin, for any Circuit in which any part of said Rail Road shall be located, or to any other Court in said State having jurisdiction in the premises, to appoint a new trustee being a resident of the City of New York, to supply his place, and thereupon such

new trustee shall became vested for the purpose aforesaid, with all the rights and interest hereby conveyed to or vested in the said party of the second part, without any further assurance or conveyance for the same; but if the same shall be necessary, both or either of the parties hereto shall execute any necessary releases or conveyances for that purpose.

In Witness whereof the said party of the first part the Mineral Point Rail Road Company, have caused their Corporate Seal to be hereunto affixed, and these presents to be signed by Moses M. Strong their President, the day and year first above written, he being thereunto specially authorized.

L.S.

Mineral Point Rail Road Company by
Moses M. Strong President.

Signed, Sealed and Delivered
in presence of
John J. Ross
James Hutchinson.

State of Wisconsin,
County of Iowa. } ss:

Be it remembered that on this second day of January in the year one thousand eight hundred and fifty four before me James Hutchinson Clerk of the Circuit Court within and for the County of Iowa aforesaid, duly authorized to take the acknowledgement of deeds, personally came Moses M. Strong President of the Mineral Point Rail Road Company, to me known, who being by me duly sworn, did depose and say, that he is President of the Mineral Point Rail Road Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing conveyance is the corporate seal of said Company, and the said Moses M. Strong President, did then and there acknowledge that he had voluntarily executed the said conveyance, and affixed thereto, the said Corporate Seal of the said Company, as, and for the act and deed of the said Company, in pursuance of a special authority contained in a Resolution adopted by said Company.

In witness whereof I have hereunto set my hand and the seal of said Circuit Court this second day of January A. D. 1854.

L.S.

James Hutchinson Clerk Circuit Court
Iowa County Wisconsin.

Recorded, February 21st 1854, at 10 o'clock a.m.
Alexander S. Gray
Secretary of State
per, John H. Hunt deputy

La Crosse & Milwaukee Railroad Co.
To
Francis A. Palmer
} Mortgage

This Indenture made the thirtieth day of June in the year of our Lord one thousand eight hundred and fifty four between the La Crosse and Milwaukee Railroad Company, a corporation duly constituted by the laws of the State of Wisconsin, party of the first part, and Francis A. Palmer of the City of New York, party of the second part; Witnesseth Whereas the said Milwaukee and La Crosse Railroad Company, in pursuance of their Corporate powers, are now engaged in constructing a Railroad from the City of Milwaukee on Lake Michigan to La Crosse on the Mississippi River in the State of Wisconsin, and for that purpose in part have resolved to raise a sum of money by loan, for the purpose of purchasing iron rails and machinery therefor, and of aiding in the construction of said Railroad, and putting the same into operation, and for the objects and purposes aforesaid, and in order to secure the payment and satisfaction of the monies to be raised as aforesaid it is proposed and intended by the said parties of the first part to execute, issue, and deliver five hundred bonds or writings obligatory, each for the sum of One thousand dollars, to be numbered respectively from Number one (1) to five hundred (500) inclusive, and nine hundred bonds, each for the sum of Five hundred dollars, to be numbered respectively from Number one (1) to Nine hundred (900) inclusive, which bonds are to be in the following form:

"United States of America.

No. State of Wisconsin } ss.

The La Crosse & Milwaukee Rail Road Company.

Know all men by these presents that the La Crosse and Milwaukee Rail Road Company acknowledge themselves indebted to Francis A. Palmer or bearer in the sum of dollars which sum said Company promise to pay the said Francis A. Palmer or to the holder hereof, at the Broadway Bank in the City of New York on the first day of November in the year one thousand eight hundred and Seventy four, and also interest thereon at the rate of eight per centum per annum semi-annually, on the first day of each November and of each May ensuing the date hereof until the said principal sum shall be paid, on the presentation and delivery of the annexed Warrants at said Bank.

Dollars.

This Bond is one of a series of fourteen hundred Bonds of the Company aforesaid of even date, to wit, 500 bonds for the sum of $1000 each, numbered respectively from Number 1 to Number 500 inclusive, and 900 Bonds for the sum of $500 each, numbered respectively from Number 1 to Number 900 inclusive, amounting in the aggregate to $950,000, secured by a mortgage executed in trust to Francis A. Palmer of the City of New York upon that part of the road of said Company extending from its eastern termination in the City of Milwaukee to Portage City, being 95 miles in distance, together with the property and effects of said Company on that part of the Road.

And said company further agree that this obligation and all rights and benefits arising therefrom, may be transferred by general or special endorsement, or by delivery as if the same were a note of hand payable to bearer.

The holder of this bond shall be entitled at any time within ten years from the date thereof to convert the principal sum into the Stock of the said Company at par on surrendering this bond with the interest warrants not then due annexed.

In testimony whereof the said Company have hereto caused to be affixed their corporate seal, and these presents to be subscribed by their President and Secretary at Milwaukee the first day of July 1854.

Secretary President."

I hereby certify that the La Crosse and Milwaukee Rail Road Company have executed to me in trust the mortgage refered to in the foregoing Bond and that I have caused the same to be recorded in the several Counties wherein said Mortgaged premises are situated, and that the foregoing is one of the Bonds described in and secured by said mortgage.

Trustee."

Now therefore this Indenture witnesseth that the said La Crosse and Milwaukee Rail Road Company in consideration of the premises and in order to secure the payment of the said bonds and interest thereon accruing, and in consideration of one dollar paid to the said Company by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell, transfer, and convey to the said party of the second part, his successor or successors in the trust hereby created All their said Road from its eastern termination in the City of Milwaukee to Portage City in the County of Columbia, being ninety five miles in distance, constructed and to be constructed, together with all and singular the Railways, land procured or occupied or so to be for right of way within the limits aforesaid, together with bridges, fences, privileges, rights and real estate owned by said Company for the purposes of said Road, or which may hereafter be acquired or owned by them within the limits aforesaid, and all the tolls, incomes issues and profits to be had from the same, and all lands used for and occupied within the limits aforesaid by Depots or Stations, with all buildings standing thereon, or which shall be procured therefor, together with all locomotives, engines, and tenders passenger cars, and freight cars, shops, tools, and machinery, now owned or hereafter to be acquired by said Company and in any way belonging or appertaining to said Railroad now constructed and to be constructed within the limits aforesaid, including all its property real and personal pertaining to said Railroad within said limits, and all its rights, credits and franchises thereunto appertaining. But nothing herein contained shall be so construed as to prevent the said parties of the first part from selling, hypothecating, or otherwise disposing of any City or County Bonds or other securities received in payment of stock or otherwise, or of any lands or other property of said Company not necessary to be retained for the Roadway Depots and Stations, nor required for the construction or convenient use of that part of said Road; nor from collecting moneys due said Company on stock Subscriptions or otherwise, nor shall any thing herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction and repair of the remaining parts of said Road westward towards the Mississippi River all Stock Subscriptions, donations or loans of money, lands or other property which may have been or may hereafter be made for that purpose, but said parties of the first part shall have full right so to proceed, without let or hindrance from

said party of the second part and the remaining portion of the said Railroad, which by the said parties of the first part may be so constructed shall be held in use by the said parties of the first part to their own benefit and behoof forever, so far as the claims of the said party of the second part or his successors might otherwise be construed as in conflict therewith; It being distinctly understood that the conveyance made by this Indenture is only for so much of the present or hereafter to be acquired rights, interest and property of the said Company parties of the first part as are or shall be vested or belong or appertain to that part of said Railroad, extending from the City of Milwaukee to Portage City aforesaid, and being in distance ninety five miles.

To Have and to Hold the said premises and every part thereof with the appurtenances unto the said party of the second part, his successors in said trust and assigns, upon the following trusts; That is to say: In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest on any of said bonds, at any time when the same may become due and payable according to the tenor thereof, when demanded, then after sixty days after such default in case such principal or interest shall then remain unpaid, upon request of the holders of such bonds, it shall and may be lawful for the said party of the second part, his successor in said trust or assigns at his or their discretion, to enter into and upon and take possession of all and singular the whole or any part of the property and effects mortgaged as above expressed or so intended to be, and as the Attorney in fact or agent of the said parties of the first part, by himself or agents or substitutes duly constituted, have and in his or their discretion, use and employ the same, making from time to time all such repairs, alterations and additions thereto as he or they may deem necessary, and receiving the tolls, rents, issues and profits of said part of said Rail Road and appurtenances, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid; or the said party of the second part, his successors in said trust and assigns, at his or their discretion, may, or on the written request of the holders of at least one half of the bonds then unpaid, and unconverted into Stock, shall cause the said premises, property and effects hereby Mortgaged or intended so to be, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid, to be sold at public auction in the City of Milwaukee in the State of Wisconsin aforesaid, or in the City of New York, giving at least forty days notice of the time, place and terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers, of good circulation in each of the Cities aforesaid, and wherever else required by law, and execute to the purchaser or purchasers thereof, a good and sufficient deed of conveyance in fee simple of said premises, and such other instruments as may be necessary or proper for the property or effects so sold, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them, of all right, interest or claim in or to said premises property or effects or any part thereof. And said trustee shall after deducting from the proceeds of said sale, the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds, and shall restore the residue thereof to the parties of the first part. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said parties of the first part, nor any injunction or stay of proceedings or any process be applied or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance of the premises, property or effects hereby mortgaged or intended to be or any part thereof, to the said party of the second part, his successor in said trust and assigns, for more fully carrying into effect the objects hereof, particularly for the conveyance of any property or effects subsequently to the date hereof acquired by said parties of the first part, and hereby intended to be mortgaged as hereinafter expressed.

And the said parties of the first part hereby further covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of said bonds shall be faithfully applied to the purchase and transportation of iron, rails and machinery and for the construction and extension of said road, and the expenses attending such loan and purchase, and that said rail and machinery so purchased shall be transported and used with due diligence in the construction, finishing and furnishing of said Rail Road.

And it is hereby mutually agreed, and these presents are upon this express condition that on payment of principal and interest of said Bonds at the time therein specified for the payment thereof or the conversion thereof into Stock in manner aforesaid, the estate hereby granted to the said party of the second part shall be void, and the right to the premises, property and effects hereby conveyed or granted shall revert to and revest in the said party of the first part, without any acknowledgement of satisfaction, reconveyance, reentry or other act.

And it is also further mutually agreed, that the said party of the second part, his successor in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof; and shall not be responsible for the acts of any agent employed by him or them, when such agent is selected with reasonable discretion; And that said party of the second part, his successor in said trust or assigns, shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust, in case he shall be compelled to take possession of said premises or any part thereof, or manage the same.

And it is further mutually agreed that in case of the death, mental incapacity or resignation of the said party of the second part, all his estate, right, interest, power and control in the premises, property and effects aforesaid shall be divested, cease and determine; and thereupon shall from thenceforth for the purposes aforesaid be vested in, and all and singular the trusts and duties herein before mentioned and enumerated shall devolve upon Isaac Seymour of the City of New York if he shall be living, and without any further or other assurance or conveyance of, or for the same. And in case of the mental incapacity, death or resignation of the said Isaac Seymour, after the trust hereby created shall have devolved on him, the said parties of the first part shall, or in their default the holders of a majority of said bonds may apply to the Supreme Court of the State of Wisconsin, to appoint a new trustee, being a resident of the City of New York, to supply his place; and thereupon such new trustee shall become vested, for the purposes aforesaid, with all the rights and interest hereby conveyed to, or vested in, the said party of the second part, without any further assurance or conveyance for the same, but if the same shall be

necessary, both or either of the parties hereto shall execute any necessary releases or conveyances for that purpose.

In Witness whereof, the parties of the first part have caused their corporate seal to be hereto affixed, and these presents to be subscribed by their President, And the said party of the second part has set his hand and seal the day and year first above written.

Signed Sealed and delivered in presence of
Robt E. Gillett
J. H. Burnell } L.S.

Stoddard Judd, President, L.S.

Sealed and delivered in presence of
Geo. C. Peters
Louis M. Glover } Francis A. Palmer, L.S.

State of New York
City and County of New York, ss:

I Louis A. Glover, residing in said City of New York, duly appointed by the Governor of the State of Wisconsin, a Commissioner for said State of Wisconsin, in and for the State of New York, duly sworn and qualified to take testimony, acknowledgements, &c. to be used or recorded in said State of Wisconsin, do by this instrument graven under my hand and official seal, certify that on this thirtieth day of June, A.D. eighteen hundred and fifty four, before me personally appeared Francis A. Palmer, known to me to be the same person who executed the foregoing instrument, And the said Francis A. Palmer, acknowledged the signing and sealing of the said instrument to be his voluntary act and deed.

In Witness whereof I have hereunto set my hand and official seal the day and year last above written.

L.S.

Louis A. Glover.
Commissioner for Wisconsin in New York.

State of Wisconsin
City and County of Milwaukie, ss:

On this fifth day of July A.D. 1854 before me Robert E. Gillett, a Notary Public in and for said County of Milwaukie and State of Wisconsin, personally came Stoddard Judd, the President of the La Crosse and Milwaukie Rail Road Company, to me known, being by me duly sworn did depose and say, that he resides in the town of Fox Lake, County of Dodge, in the aforesaid State of Wisconsin; that he is the President of the La Crosse and Milwaukie Rail Road Company, that he knows the Corporate seal of the said Rail Road Company, that the seal affixed to the above and foregoing

instrument in writing is such corporate seal, that it was so affixed by order of the Board of Directors of said Rail Road Company, and that he signed his name thereto by the like order as President of said Rail Road Company.

In Witness Whereof I have hereunto Subscribed my name and affixed my Notarial seal this 15th day of July A.D. 1854.

L.S.

Robt E. Gillett,
Notary Public residing in the
County of Milwaukee State of Wisconsin.

Recorded, July 14th 1854 at 10 o'clock A.M.

Alexander D. Gray, Secretary of State.

Milwaukee and Horicon Rail Road Company
To
The Treasurer of the State of Wisconsin.
Mortgage Deed.

This Indenture, made the first day of July A.D. 1854, Between the Milwaukee and Horicon Rail Road Company, party of the first part, and Edward A. Sanssen, Treasurer of the State of Wisconsin, and his Successors in office, party of the second part, Witnesseth: That

Whereas the Legislature of the State of Wisconsin did pass an act entitled "An act to authorize certain Counties and Towns to aid in the Construction of the Milwaukee and Horicon Rail Road," which said act was approved April 1st 1854: And Whereas the said Milwaukee and Horicon Rail Road Company has resolved to issue and make an exchange of bonds in accordance with the provisions of said act, with the Counties and Towns named therein, to an amount not exceeding in the aggregate ten thousand dollars per mile of the whole of the surveyed line of said Rail Road. Therefore the said party of the first part in order to secure the payment of all bonds, and the interest on the same, now issued, or which may hereafter be issued and exchanged with the said Counties and Towns according to the provisions of said act which shall not exceed in the aggregate ten thousand dollars per mile of the whole of the surveyed line of said Rail Road, and in consideration of the sum of One dollar, in hand paid to the said party of the first part by the said party of the second part, at the ensealing and delivery hereof the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the party of the second part and his successors in office in trust for the use and benefit of the holders of any and all of said bonds, all of the present and future to be acquired property of said Company in the whole of said Rail Road, (forty two miles of which is surveyed and located, from Horicon to Berlin,) including right of way and land occupied by said Road, together with the superstructure and tracks thereon, bridges, viaducts, culverts, fences, equipments, depot grounds and buildings thereon, Engines, tenders, Cars, tools, materials, machinery, fixtures, and all other personal property of said Company. To have and to hold the said premises and every part thereof with the appurtenances unto the said party of the second part and his successors in office, upon the following conditions and reservations, towit: That this deed is to be deemed and held to be subject and subsidiary to another deed of conveyance of all the aforesaid property, real, personal and mixed, hereafter to be executed by the said party of the first part to such other party as the said party of the first part shall elect, which shall be called a first Mortgage, and shall constitute the first lien and incumbrance upon said Rail Road and all the aforesaid property, but shall not be executed to secure the payment of bonds to a greater amount than ten thousand per mile of the whole length of said Road, or bearing a rate of interest greater than ten per cent per annum.

Provided, that in case the said party of the first part shall fail to pay the principal or any part thereof or any of the interest on any of said bonds at any time when the same shall become due and payable according to the tenor thereof, then after sixty days after such default, (in case said principal or interest shall then remain unpaid) upon request

of the holders of such bonds, the said party of the second part, or his successors in said trust, may enter into and take possession of, use and sell all or any part of said premises or property, and apply the net proceeds of such use or sale, or so much thereof as shall be necessary to the payment of the principal and interest of all said bonds remaining unpaid, and shall return the residue thereof, to the parties of the first part. No sale of said property or any part thereof shall be made under this Mortgage, except at public auction in the City of Milwaukee in the State of Wisconsin, or in the City of New York, nor unless sixty days notice of the time, place, and terms of said sale, and of the specific property to be sold shall have been given by publishing the same in two newspapers of good circulation in each of the Cities aforesaid. Provided always, and these presents are upon this further express condition, that if the said Milwaukee and Horicon Rail Road Company, party of the first part or its assigns shall well and truly pay or cause to be paid the principal and interest as it may fall due upon the bonds issued as before named according to the tenor thereof as authorized by said act, then this obligation and the bonds exchanged with said Countiys and Towns, shall be null and void, and all right to the premises hereby conveyed shall revert to and vest in the said party of the first part, without any acknowledgement of satisfaction, re conveyance or other act.

In Witness whereof, the said party of the first part has caused their Corporate Seal to be hereto affixed, and these presents to be subscribed by their President the day and year first above written.

L.S.

John B. Smith
President.

Signed, Sealed and Delivered
In the presence of
J. N. Mason
David A. Richards.

State of Wisconsin,
County of Milwaukee } ss:

I, J. N. Mason a Notary Public within and for said County, do by this instrument under my hand and official seal, certify, that on this 5th day of December before me personally appeared John B. Smith, who being by me duly sworn, said that he is the President of the Milwaukee and Horicon Rail Road Company, that the seal affixed to this instrument is the common corporate seal of said Company, and that he as President subscribed his name thereto by like authority, said John B. Smith being personally known to me to be the same person who subscribed said instrument.

In Witness whereof I have hereunto set my hand and affixed my Notarial Seal, this 5th day of December, A. D. 1854.

L.S.

J. N. Mason, Notary Public
Mil County Wis.

Recorded, December 5. 1854, at 2, o'clock P.M.

John W. Hunt
Assistant Secretary of State.

Mil. Dep. 50.

Milwaukee & Horicon Rail Road Company
To
Robert H. Sorry
Mortgage Deed.

This Indenture made this second day of July in the year of our Lord One thousand eight hundred and fifty five, between the Milwaukee and Horicon Railroad Company a Corporation duly constituted by the laws of the State of Wisconsin party of the first part and Robert H. Sorry of the City of New York party of the second part, Witnesseth.

Whereas the said party of the first part in conformity to, and under the authority of the Twenty first Section of an act to incorporate the Milwaukee and Horicon Railroad Company, passed by the Senate and Assembly of the State of Wisconsin and approved April 17th 1852, propose to issue their bonds from time to time as the construction of said Road progresses not exceeding in the whole Four Hundred and Twenty Thousand Dollars on account of expenditures made in the construction of that part of the Road of the party of the first part, included in the forty two miles hereinafter described, which bonds are all to be dated August 1st 1854 and payable to Robert H. Sorry or bearer, and are to be given for Five Hundred Dollars each, and all of the said bonds are to be payable twenty years from date, with interest payable semi-annually, and all bonds issued by the said party of the first part, which form a part of the aforesaid issue of Four Hundred and Twenty Thousand Dollars, together with the interest upon the same are to be payable at the Bank of the Republic in the City of New York with interest at the rate of Seven per cent per annum,

Now Therefore this Indenture or First Mortgage, Witnesseth: That the said Milwaukee and Horicon Railroad Company in order to secure the payment of the said bonds and interest thereon accruing, and in consideration of One dollar paid to the said Company at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Have granted, bargained, sold, transferred and conveyed and by these presents do grant, bargain, sell, transfer and convey to the said party of the second part, his successor in the trust hereby created, all of that part of their said Road from the junction thereof with the La Crosse and Milwaukee Railroad in or near the village of Horicon in the County of Dodge, State of Wisconsin to a point in or near the village of Berlin in the County of Marquette, State of Wisconsin which shall be following the line of said Rail Road forty two miles from said junction, together with all the right of way for the said Railroad and all the Structures thereon, now constructed or hereafter to be constructed in the progress of said work, including also all Depot grounds and Depot buildings, tenements and privileges and all other property or rights of property now belonging to said Company or hereafter to be acquired within said limits, and all the rights, Credits and franchises thereunto appertaining: But nothing herein contained shall be so construed as to prevent the said party of the first part from selling, hypothecating or otherwise disposing of any City, County or town bonds or other securities received in payment of stock or otherwise or of any lands or other property of said Company not necessary to be retained for the Railway depots and stations, nor required for the construction or convenient use of that part of said Road, nor from collecting moneys due said Company on

Stock subscription or otherwise; nor shall anything herein contained be so construed as to prevent the said party of the first part from collecting and appropriating towards the construction use and repairs of the remaining part of said Road all stock subscriptions donations or loans of money, lands or other property which may have been or may hereafter be made for that purpose, but said party of the first part shall have full right so to proceed without let or hindrance from the said party of the second part: and the remaining portion of the said Railroad which by the said party of the first part may be so constructed, shall be held and used by the said party of the first part to their own benefit and behoof forever so far as the claims of the said party of the second part or his successors might otherwise be construed as in conflict therewith: It being distinctly understood that the Conveyance made by this Indenture is only for so much of the present or hereafter to be acquired right, interest and property of the said Company party of the first part, as is, or shall be vested in or belong or appertain to, that part of said Railroad extending from the junction thereof with the La Crosse and Milwaukee Railroad to the village of Berlin aforesaid and being in distance sixty two Miles

To Have and To Hold the said premises and every part thereof with the appurtenances unto the said party of the second part his successors in said trust and Assigns, upon the following trusts, that is to say In case the said party of the first part shall fail to pay the principal or any part thereof or any of the interest on any of said bonds at any time when the same may become due and payable according to the tenor thereof when demanded, then after sixty days after such default in case such principal or interest shall then remain unpaid, upon the request of the holder of such bond it shall and may be lawful for the said party of the second part, his successors in said trust or assigns, at his or their discretion to enter into and upon and take possession of all and singular the whole or any part of the property and Effects mortgaged as above expressed, and as the Attorney in fact or Agent of said party of the first part, by himself or agents or substitutes duly constituted, have and in his or their discretion use and employ the same, making from time to time all such repairs, alterations and additions thereto as he or they may deem necessary; and receiving the tolls, rents, issues and profits of said part of said Railroad and appurtenances, and after deducting the expenses of such use, repairs, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid, or the said party of the second part his successors in said trusts and Assigns at his or their discretion may, or on the written request of the holders of at least one half of the bonds then unpaid shall cause the said premises property and Effects hereby mortgaged or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid, to be sold at public Auction in the City of Milwaukee in the State of Wisconsin or in the City of New York, giving at least forty days notice of the time, place and terms of such sale, and of the specific property to be sold by publishing the same in two newspapers of good circulation in each of the Cities aforesaid, and wheresoever else required by law, and execute to the purchaser or purchasers

thereof a good and sufficient deed of conveyance in fee simple of said premises and such other instruments as may be necessary or proper for the property or effects so sold, which shall be a bar against the party of the first part their successors and assigns and all persons claiming under them of all right, interest or claim in or to said premises, property, or effects or any part thereof, and said trustee shall after deducting from the proceeds of said sale, the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds, and shall restore the residue thereof to the party of the first part. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said party of the first part, nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid. These presents are upon the express condition that if the said party of the first part shall well and truly pay or cause to be paid the principal and interest of all of said bonds at the times therein specified for the payment thereof, then and in that case these presents shall be null and void, and the right to the premises, property and Effects hereby conveyed and granted shall revert to and revest in the said party of the first part without any acknowledgment of satisfaction, reconveyance or other act. And it is further provided that in case of the death, mental incapacity or resignation of the said party of the second part the said party of the first part shall, or in default to take proceedings therefor for thirty days, the holders of a majority of said bonds may apply to the Supreme Court of the State of Wisconsin to appoint a new trustee, being a resident of the City of New York to supply his place and thereupon such new trustee shall become vested for the purposes aforesaid with all the rights and interests hereby conveyed to or vested in the said party of the second part without any further assurance or conveyance for the same.

In Witness whereof the party of the first part has caused their corporate seal to be hereto affixed and these presents to be signed by their President the day and year first above written.

Seal.

Signed and Sealed
In presence of
J. N. Mason
Hesper Vliet

John A. Smith
President.

State of Wisconsin
County of Milwaukee } ss. Be it remembered that on the 2. day of July A. D. 1855. personally came before me the above named John A. Smith, to me known to be the President of the Milwaukee and Horicon Railroad Company, and the person who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein mentioned.

J. N. Mason.
Notary Public.

Recorded July 12th 1855 at 4. O'Clock P.M.

Milwaukee & Mississippi Rail Road Company

Isaac ~~.~~ Seymour.

This Indenture made the first day of June in the year of our Lord One thousand eight hundred and fifty five between the Milwaukee and Mississippi Rail Road Company a Corporation duly constituted as such by the Laws of the State of Wisconsin, parties of the first part, and Isaac Seymour of the City of New York party of the second part. Whereas, the parties of the first part pursuant to the terms of the Statutes of said State incorporating them, and other Statutes of said State affecting them are engaged in constructing a Rail Road from the City of Milwaukee on Lake Michigan to the Mississippi River in the State of Wisconsin aforesaid: and for that purpose in part have resolved to raise a sum of Money by loan for purchasing and transporting iron rails and Machinery therefor and for aiding the construction of said Rail Road, and in order to secure payment therefor or payment thereof to execute within the present year certain bonds with interest warrants or Coupons annexed, not exceeding Six hundred and fifty thousand dollars in amount and within the year One thousand eight hundred and fifty six, certain other like Bonds not exceding Six hundred thousand dollars in amount, and thereafter for the purpose of paying or exchanging for the Mortgage Bonds heretofore issued by the parties of the first part amounting to the sum of One Million two hundred and fifty thousand dollars, and whenever and as fast as they can be exchanged for said bonds to execute and issue certain other like Bonds not exceeding in amount One Million, two hundred and fifty thousand dollars and the total amount to be issued under the Mortgage not to exceed Two Millions Five hundred thousand Dollars. Said bonds to be issued in amounts of One thousand dollars each numbered respectively from One (1) to two thousand five hundred (2.500) inclusive to the person or persons lending such money or furnishing such rails or machinery, and made payable in the City of New York on the first day of June in the year of our Lord One thousand eight hundred and Seventy seven and bearing interest from their date at the rate of Eight per centum per annum payable semi annually on the first days of each December and of each June ensuing the date thereof in the City of New York until the principal shall be paid. Such bonds to be dated on the first day of June in the year of our Lord One thousand Eight Hundred and fifty five and to be on an equality so far as regards security for the payment thereof by these presents notwithstanding the same may be issued at different times: each of said Bonds being authenticated by a certificate signed by said party of the second part and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of Stock in said Rail Road Company at par, Convertible at any time within five years from the date thereof.

Now Therefore, this Indenture Witnesseth. That the said parties of the first part

in order to secure the payment of said Bonds and interest and in consideration of the sum of One Dollar to them, at the ensealing and delivery hereof in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained sold transferred and conveyed, and by these presents do grant, bargain, sell transfer and convey to the said party of the second part, his successor or successors in the trust hereby created and assigns all the following real and personal property and Estate of the parties of the first part, that is to say. All of their said Road lying in and between the City of Milwaukee on Lake Michigan and the East bank of the Mississippi River at Prairie du Chien in the State of Wisconsin aforesaid including the right of way and land occupied by said Road together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments necessary depot grounds, and buildings thereon belonging to the parties of the first part and all rolling stock, Engines, tenders, Cars, tools, materials, Machinery, fixtures and all other personal property appertaining to said line of Road and now belonging to the said parties of the first part or hereafter to be acquired by them and all right thereto and interest therein, and also all future right thereto and interest therein to be acquired by the parties of the first part together with the name and functions appertaining to the said Roads, tolls, rent and income to be had or levied therefrom and all Corporate and other franchises, rights and privileges of the said parties of the first part of, in, to, or concerning the same subject however to certain Mortgages heretofore executed by the parties of the first part in the month of June One thousand Eight hundred and Fifty Two, and in the month of April One thousand Eight hundred and Fifty Three to secure certain Mortgage Bonds amounting in the aggregate to One million two hundred and fifty thousand dollars, which Mortgages cover and are liens upon portions of the said Road extending from Milwaukee to the Wisconsin River only. But nothing herein contained shall be so construed as to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City or County Bonds or farm mortgages, or other securities received in payment of stocks or otherwise, or of any lands or other property of the parties of the first part, not necessary to be retained for the Roadway depot grounds, and Stations, now required for the Construction or convenient use of said road nor from granting and conveying absolutely if deemed advisable, certain lots, and portions of lots of land at Madison upon the sides of the track of the Road, portions of which are now leased to certain individuals by the parties of the first part, and on which Buildings have been Erected by said individuals for the purpose of furnishing ample storage for grain and goods and facilitating the business of the Rail Road Company or any wood lots; nor from Collecting moneys due the said Company on Stock subscriptions or otherwise Nor shall any thing herein contained be so Construed as to prevent the said parties of the first part from collecting and appropriating towards the Construction use and repair of the said Road, and of every part thereof all Stock subscriptions, donations or loans of Money, lands or other property which may have been, or may hereafter be made for that purpose; but the said parties of the first part shall have full right

as to proceed without let or hindrance from the said party of the second p
his successor or successors in the trust hereby created or assigns. And the
said parties of the first part hereby further covenant and agree to and wit
the said party of the second part his successor or successors in the trust
hereby created, that for the further security and ultimate redemption of t
said Mortgage Bonds to be issued by virtue of this Mortgage they will an
ally on or before the last Saturday of December in each year thereafter
until the principal of said bonds is fully paid set apart and appropriat
from the earnings of the said Road for the preceding twelve months and
deposit with the "United States Trust Company of New York" An incorpora
institution located and doing business in the City of New York / or its
successor which said "United States Trust Company of New York" or its
successor is hereby made constituted and appointed the Trustee or Receiver
of the parties hereto and of all the holders of the Mortgage Bonds to b
issued by virtue of this Mortgage as aforesaid for the purposes herein
after mentioned the just and full sum of Fifty Thousand Dollars, which
together with the accumulation of interest thereon will form a Capital
sufficient to pay and discharge the entire principal of all the Mortgag
Bonds contemplated to be issued by virtue of the several provisions of
this Mortgage on or before the maturity of the said Bonds, the first
setting apart and appropriation of said sinking fund to be made an
deposited on the Twenty Ninth day of December next ensuing the dat
hereof. And the said sinking funds or several sums of money thus se
apart and appropriated with all accumulations of interest shall as
soon as practicable thereafter be laid out and invested by the said
United States Trust Company or its successor in the purchase of
Mortgage Bonds of the parties of the first part before referred to and
mentioned or of the Mortgage Bonds to be issued under this Mortgage
whenever any or either of the said Mortgage Bonds can be purchased
at or under par, and the accrued interest on the same at the date
of the purchase. In case the securities of the Company before specifie
cannot be procured or purchased on the terms aforesaid then and in the
case the said United States Trust Company or its successor shall fro
time to time invest the said funds under the advice and direction
of the Boards of Directors of the parties of the first part in such se
rities as shall be deemed most safe and profitable for the parties of
the first part, provided however that the obligation of the parties o
the first part to make such annual deposit to the said sinking fun
as aforesaid shall cease and determine so soon as the funds and
securities placed in the hands of the said United States Trust Compa
or its successor shall with the accumulation of interest thereon for
a Capital sufficient to pay and discharge at the maturity thereof
all the outstanding unconverted Bonds issued hereunder. The said
United States Trust Company or its successor shall at all times keep a
proper and correct registry and account of the said several securities a
funds to be held by them as aforesaid and belonging to the said sinki
fund for the inspection and examination of the parties hereto and o
any of the Stockholders or Bond holders of the Road; and shall
annually hereafter during the continuance of the said trust render
to the parties hereto a written statement showing the true state and

condition of the said sinking funds; And when any of the aforesaid
securities of the parties of the first part shall have been purchased for
the use of the sinking funds, the same shall as soon as purchased, be
cut cancelled and retired by the said United States Trust Company
or its successor, and be held and returned by them at the expiration
of their trust. The interest coupons on said purchased Bonds and how-
ever to be regularly paid to the said United States Trust Company or its
successor by the parties of the first part, in the same manner as if held
and owned by a third party for value: and in case of the resignation
of the said United States Trust Company as such trustee or receiver, or of
its successor or otherwise, the parties of the first part hereby reserve the right
to supersede and revoke the aforesaid appointment of the said United
States Trust Company or its successor, and from time to time to appoint
and substitute as a new trustee or receiver any other incorporated institu-
tion located and doing business in the said City of New York, and
deemed by them fit and suitable for that purpose, and said new trustee
or receiver or the successor thereof shall be vested with all the rights
estates powers, and privileges hereby conveyed to or vested in the said
United States Trust Company or its successor shall upon request forth-
with assign, transfer and deliver to such substituted trustee or receiver
all the funds, property and securities belonging to the said sinking
fund so deposited with and held by them as aforesaid. The said
United States Trust Company or its successor shall apply the funds
and available securities in their hands to the payment and redemp-
tion of the said Mortgage Bonds issued hereunder at their maturity
rendering the overplus if any to the parties of the first part or their
Assigns.

To Have and To Hold the said premises real and perso-
al estate and property and every part and parcel thereof with the
appurtenances unto the said party of the second part his successor
or successors in the trust hereby created and assigns upon the fol-
lowing trusts, that is to say: In case the said parties of the first
part shall fail to pay the principal or any part thereof or any of
the interest on any of the said Mortgage Bonds to be issued hereunder
whether the same belong to third parties, or to the said sinking funds
at any time when the same shall become due and payable according to
the tenor thereof when demanded, or in case the parties of the first part
shall fail, neglect or refuse to set apart, appropriate and deposit with
the said United States Trust Company or its successor, the said several
sums of money or any or either of them for the purposes of a sinking
fund at the times and in the manner hereinbefore particularly set
forth and provided, then at the expiration of sixty days from and
after such default, failure, neglect, or refusal in case such principal or
interest shall not have been paid or such payment and appropriation
to the said sinking funds shall not have been made, upon request of the
holder of any such Mortgage Bonds, or upon the request of the said
United States Trust Company or its successor, the said party of the second
part, his successor or successors in the trust hereby created or assigns may
enter into and upon and take possession of all or any part of said
premises, real and personal estate and property and as the attorney in fact

or agent of the said parties of the first part by himself or agents or substitutes duly constituted have, use and employ the same making from time to time all needful repairs alterations and additions thereto and after deducting the expenses of such use repairs, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said Bonds issued hereunder remaining unpaid, and the said party of the second part his successor or successors in the trust hereby created or assigns on the written request of the holders of at least one half of the said Mortgage Bonds issued hereunder and then outstanding unpaid or unconverted into stocks and not purchased and deposited for the sinking fund as aforesaid, shall cause the said premises real and personal estate and property, rights and franchises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such Mortgage Bonds as may be then unpaid and unconverted and not purchased and deposited as aforesaid to be sold at public auction in the City of Milwaukee in the State of Wisconsin aforesaid or in the City of New York giving at least Ninety days previous notice of the time place and terms of such sale and of the real and personal property and Estate rights and franchises to be sold by publishing the same in two newspapers of good circulation in each of the Cities of Milwaukee and New York aforesaid and wherever else required by law and execute and deliver to the purchaser or purchasers thereof a good and sufficient Deed of Conveyance in fee simple for the same which shall be a bar against the parties of the first part, their successors and Assigns and all persons claiming under them of all right interest or claim of, in or to said premises real and personal estate and property rights and franchises or any part thereof. The amount of the bid or purchase money on the said sale may be paid and satisfied in whole or in part by the outstanding Mortgage Bonds or any of them issued hereunder and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor, or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the nett amount arising from said sale together with the amount of unapplied cash assets belonging to the sinking fund as compared to the amount of the outstanding, unconverted and unpurchased bonds issued hereunder as aforesaid. And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding Mortgage Bonds issued hereunder and not converted nor purchased for the sinking fund nor used in payment of said bid as aforesaid, and shall pay over and restore the remainder of said proceeds to the parties of the first part their successors or Assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement, or extension laws by the said parties of the first part nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said parties of the first part hereby covenant for the considerations aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully carrying into effect the objects hereof, particularly for the conveyance of any rights interest or property subsequently to the date hereof acquired by said parties of the first part and comprehended or intended so to be in the description and terms of this instrument. And the said parties of the first part hereby further covenant as aforesaid, that the money borrowed for the purpose aforesaid upon the security of said Mortgage Bonds to be issued hereunder shall be faithfully applied to the purchase and transportation of iron rails and Machinery and for the construction and extension of said Road and the expenses attending such loan and purchase and that said rails and Machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing said Rail Road and in the payment and liquidation of the said several classes of Mortgage Bonds issued under the aforesaid preceding Mortgage. And it is mutually agreed and these presents are upon this express condition, that on payment of the principal and interest of said Mortgage Bonds issued hereunder, or on the conversion thereof into stocks in manner aforesaid the Estate hereby granted to the said party of the second part his successor, or successors in the trust hereby created and assigns shall be void and the right to the premises and real and personal Estate and property hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgment of satisfaction, reconveyance, re-entry or other act: but when the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid and the said bonds duly cancelled the said party of the second part his successor, or successors in the trust hereby created or Assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this Mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied, cancelled and discharged of record. And it is also further mutually agreed that the said party of the second part his successor, or successors in the trust hereby created or assigns, shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care control and authority, and shall not be responsible for the act of any agent or attorney employed by him or them when such agent or attorney is selected with reasonable discretion, and that the said party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or services performed by him or them in the discharge of his trust in case he or they shall be compelled to take possession of said premises and real and personal property and Estate or any part thereof or to manage the same. And it is further mutually agreed that in case of the death, mental or civil incapacity or resignation of the party of the second part, all his estate, right, interest, power, and control in

the premises shall be divested cease and determine, and the same shall from thenceforth for the purposes aforesaid be devolved upon and vested in, and all and singular the trusts and duties hereinbefore mentioned and enumerated shall be conferred upon and assumed by Francis B. Cutting of the said City of New York, a Counsellor at Law, without any other or further assurance or Conveyance of or for the same, except that on the happening of either of the above named contingences, the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns, his acceptance or non acceptance as such substitute. And in case of the non acceptance death, mental or civil incapacity or resignation of the said Francis B. Cutting after the several trusts hereby created shall have devolved on him, the said parties of the first part shall, or in their default to take proceedings therefor for thirty days, the holders of a majority of the said outstanding Mortgage Bonds to be issued hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new Trustee being a resident of the City of New York; and thereupon and upon his acceptance of the trust such new Trustee shall become vested for the purposes aforesaid with all the rights, Estate, property and interest hereby conveyed to or vested in the said party of the second part without any further assurance or Conveyance of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further releases or Conveyances for that purpose to the end that the true intent object and meaning of this instrument may be fully and faithfully carried into Effect.

In Witness whereof the said parties of the first part on the day and year first aforesaid by order of the Board of Directors hereto caused to be affixed their Corporate Seal and these presents to be signed by their President and Countersigned by their Secretary at Milwaukee, Wisconsin. And the said party of the second part has also hereunto set his hand and seal.

Seal

Milwaukee & Mississippi Rail Road Company
By John Catlin, President
Milwaukee & Mississippi Rail Road Company.
Wm Taintor, Secretary

In presence of
H. Crocker
Ellis Worthington

W. Doubleday
W. A. Woodward

The signature of
S. Seymour.

S. Seymour Sealed

State of Wisconsin
County of Milwaukee ss.

Be it remembered that on this twenty eighth day of June A.D. Eighteen hundred and fifty five personally appeared before me a Notary Public, duly commissioned in and for said County, John Catlin, President

and William Taintor, Secretary of the Milwaukee and Mississippi Rail Road Company who being duly sworn did depose and say that they are the President and Secretary of the Milwaukee and Mississippi Rail Road Company, that they know the Seal of said Company, that the seal affixed to the within instrument between the said Company of the first part and Isaac Seymour of the City of New York of the second part is such Corporate Seal, that it was affixed by order of the Board of Directors of said Milwaukee and Mississippi Rail Road Company and they signed their respective names thereto as President and Secretary by the like order, and thus acknowledged the execution thereof for the purposes therein expressed. And I certify that the persons who make the said acknowledgment are known to me to be the individuals described in and who executed the said instrument.

Seal

Witness my hand and official seal this twenty Eighth day of June A.D. One thousand Eight hundred and fifty five.

Ellis Worthington
Notary Public
Milwaukee County,
State of Wisconsin.

State, County and City of New York ss.

Be it remembered that on this 6th day of July 1855. before the subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take the acknowledgement and proof of deeds or other conveyances or leases or of any contract, letter of Attorney or other writing under seal or not, administer Oaths and take and certify depositions to be used or recorded in the State of Wisconsin, appeared Isaac Seymour described in and who executed the foregoing instrument of writing between The Milwaukee and Mississippi Rail Road Company as one of the parties thereto and himself as the other party thereto and the said Isaac Seymour signed the same in my presence and acknowledged that he executed the said Instrument freely for the purposes therein stated and I certify that the person who made the said acknowledgment is known to me to be the individual described in and who executed the said Instrument.

Given under my hand and official Seal.

Seal

W. A. Woodward,
Commissioner for the State of Wisconsin, in New York.

Recorded July 12th A.D. 1855.
at 4, O'Clock P. M.

La Crosse and Milwaukee Rail Road Company

This Indenture, made this eighteenth day of February AD One thousand Eight hundred and fifty six, by and between The La Crosse and Milwaukee Rail Road Company, a Corporation duly organized as such by the laws of the State of Wisconsin, parties of the first part and, Francis A Palmer of the city County and State of New York party of the second part,

Whereas the parties of the first part have heretofore duly executed and delivered to the party of the second part their certain Indenture of Mortgage Covering all their real and personal property and estate, appertaining to the eastern line or section of their Road, extending from the city of Milwaukee to Portage City, and being about ninety six miles in length, which mortgage bears date on the thirtieth day of June AD One thousand Eight hundred and fifty four and has been duly recorded in the offices of Registers of Deeds, in the several Counties through which said Road runs the same having been made to the party of the second part in trust to secure the payment of the principal and interest of certain, First Mortgage Eight per cent Coupon Bonds of the said Company of the denomination of One thousand Dollars and Five hundred Dollars, bearing date the first day of July AD One thousand Eight hundred and fifty four and becoming due on the first day of November AD One thousand Eight hundred and Seventy four respectively, with the interest thereon from date at the rate of Eight per cent per annum payable half yearly thereafter, which Bonds amount in the aggregate to Nine hundred and fifty thousand dollars, and which the said Company by virtue of the said Mortgage contemplates to issue and negotiate for the purpose of raising money from time to time as the same might be wanted for the construction of their said Eastern line or section of Road, from the City of Milwaukee to Portage city as referred to the said Mortgage, as the Records thereof will more fully and at large appear and whereas the said Company have heretofore issued and sold a portion of the said Bonds thus secured amounting to Four hundred and fifty thousand dollars. Five hundred and sixty of which are for the sum of One thousand dollars each and numbered from No One to No Sixty four inclusive and No Seventy to No Ninety inclusive and No Ninety Eight to No One hundred inclusive and No One hundred and fifty one to No Three hundred inclusive, and Four hundred and twenty of which are for the sum of Five hundred Dollars each and numbered from No One to No Four hundred and twenty inclusive and have built and equipped about Sixty one miles of the said Eastern line or section of their road, leaving in hand and in their possession unsold the residue of said Bonds authorized to be issued under the said Mortgage amounting to Five hundred thousand dollars. Five hundred and fifty of which are for the sum of One thousand Dollars each and numbered from number fifty five to number Sixty nine inclusive from number Ninety one to number Ninety five inclusive, from number One hundred and one to number One hundred and fifty inclusive and from Number three hundred and one to number Five hundred inclusive and Four hundred and Eighty of which are for the sum of Five hundred Dollars

each and numbered from number Four hundred and twenty one to number Nine hundred inclusive and which the Company contemplate to sell and negotiate for the purpose of raising means to aid in finishing the remainder of their said eastern section or line of road, and whereas in order to render the said residue of Bonds more valuable by giving additional security for their ultimate payment and redemption the said Company have by a resolution of their Board of Directors duly passed on the Sixth day of February AD One thousand eight hundred and fifty Six authorized and directed the creation of a Sinking fund for that purpose in manner and form as hereinafter provided, by annually setting apart from the net earnings of the Road and depositing with the United States Trust Company of the city of New York, for the next nineteen years the sum of Twenty thousand Dollars which principal sum together with the accumulations of interest will form a capital sufficient to pay and satisfy the principal of the said residue of Mortgage Bonds, Five Hundred and Sixty of which are for the sum of, One thousand Dollars each, and numbered from number Sixty five to number Sixty nine inclusive, from number Ninety one to number Ninety five inclusive from number One Hundred and one to number One hundred and fifty inclusive, and from number Three hundred and one to number Five hundred inclusive as aforesaid and Four hundred and Eighty of which are for the sum of Five Hundred Dollars each, And numbered from number Four hundred and twenty one to number Nine hundred inclusive as aforesaid on or before the maturity thereof,

Now therefore this Indenture Witnesseth, that the said parties of the first part in addition to the several powers, Covenants, Liens, conditions and agreements, contained in the aforesaid, Indenture of Mortgage hereby ratified and delivered as aforesaid and supplementary thereto for the Considerations aforesaid, and for, and in, Consideration of the Sum of One dollar to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged have covenanted promised and agreed and hereby do covenant promise and agree to and with the said party of the second part, his successors and assigns, in the trust hereby created and assigns that for the further Security and ultimate redemption of the said residue of the said Mortgage Bonds issued under the said mortgage Five Hundred and Sixty of which are for the Sum of One thousand Dollars each and numbered from Number Sixty five to number Sixty nine inclusive from Number Ninety one to Number Ninety five inclusive from number One Hundred and one to number One Hundred and fifty inclusive and from number three Hundred and one to number Five Hundred inclusive and Four hundred and Eighty of which are for the sum of Five Hundred Dollars each, and numbered from number Four hundred and twenty one to number Nine Hundred inclusive and amounting in the aggregate to Five Hundred Thousand Dollars, they will annually on or before the first day of November in each year hereafter until the principal of the said residue of said Mortgage Bonds shall be fully paid set apart and appropriate from the Net Earnings of the said Road for the preceding twelve months and deposit with the United States Trust Company of New York (an incorporated institution located and doing business in the City of New York with which said United

States Trust Company of New York are hereby made and constituted and appointed the Trustee or Receiver of the parties hereto and of all the holders of the residue of the said Mortgage Bonds Amounting to Five hundred Thousand Dollars, and numbered as last aforesaid issued by virtue of the aforesaid Mortgage as aforesaid for the purposes hereinbefore mentioned the first and full sum of Five Hundred Thousand dollars which together with the accumulations of interest thereon will form a capital sufficient to pay and discharge the entire principal of the residue of the said Mortgage Bonds Amounting to Five Hundred Thousand dollars and numbered as last aforesaid issued by virtue of the aforesaid mortgage now before the maturity of the said last mentioned bonds, the first setting apart and appropriation of said sinking fund to be made and deposited on the first day of November A.D. Eighteen hundred and fifty six, and the said sinking fund or several sums of money thus set apart and appropriated with all accumulations of interest shall as soon as practicable thereafter be laid out and invested by the said United States Trust Company of New York in the purchase of the residue of the said Mortgage Bonds of the parties of the first part hereinbefore referred to and mentioned, Five Hundred and sixty of which are for the sum of One thousand Dollars each and numbered from number Sixty six to number Sixty nine inclusive, from Number Ninety one to number Ninety five inclusive, from Number One hundred and one to One hundred and fifty inclusive and from number three hundred and one, to number Five hundred inclusive and Five hundred and Eighty of which are for the sum of Five hundred Dollars each, and numbered from number Four hundred and twenty one to number Nine hundred inclusive issued under the aforesaid Mortgage whereon any or either of the said Mortgage Bonds can be purchased at or under par and the accrued interest on the same at the date of purchase In case the securities of the said Company hereinbefore specified cannot be procured or purchased at the terms aforesaid then and in that case the United States Trust Company of New York its successor shall from time to time invest the said fund under the advice and direction of the Board of Directors of the parties of the first part in such securities as shall deemed most safe and profitable for the parties of the first part provided however that the obligation of the parties of the first part to make such annual deposits to the said sinking fund as aforesaid shall cease and determine so soon as the funds and securities placed in the hands of the said United States Trust Company of New York its successor shall with the accumulation of interest thereon form a Capital sufficient to pay and discharge at the maturity thereof, all the outstanding unredeemed Bonds, numbered as last aforesaid issued under the said Mortgage. The said United States Trust Company of New York its successor or successors shall at all times keep a proper and correct Register and Account of the said several securities and funds to be held by them, as aforesaid, and belonging to the said Sinking fund for the inspection and examination of the parties hereto, and of any of the Stockholders and Bondholders of the Road, and shall annually thereafter during the continuance of the said trust, render to the parties hereto a written Statement showing the true State and condition of the said Sinking fund,

And when any of the aforesaid securities of the parties of the first part shall have been purchased for the use of the Sinking fund the same shall as soon as purchased be cut cancelled, and retired by the said United States Trust Company of New York its successor and be held and returned by them, at the expiration of their trust. The interest Coupons on said purchased Bonds are hereby to be regularly paid to the said United States Trust Company of New York its successor by the parties of the first part in the same manner as is provided and agreed by and with parties of the second part, and in case of the resignation of the said United States Trust Company as such Trustee or Receiver or of its successor or otherwise the parties of the first part hereby reserve the right to supersede and revoke the aforesaid appointment of the said United States Trust Company of New York its successor and from time to time to appoint and substitute as new Trustee or Receiver any other incorporated institution located and doing business in the said City of New York and deemed by them fit and suitable for that purpose; and said new Trustee or Receiver or the successor thereof shall be vested with all the rights estates, powers, and privileges hereby granted to or vested in the said United States Trust Company. And the said United States Trust Company or its successors shall upon request forthwith assign, transfer and deliver to such substituted Trustee or Receiver, all the funds, property and securities belonging to the said sinking fund, so deposited with and held by them as aforesaid.

The said United States Trust Company of New York its successor shall apply the funds and available securities in their hands to the payment and redemption of the said residue of the said Mortgage Bonds. Five hundred and sixty of which are for the sum of One thousand Dollars each, and numbered from number Sixty six to number Sixty nine inclusive from number Ninety one to number Ninety five inclusive from number One hundred and one to number One hundred and fifty inclusive and from number three hundred and one to number Five hundred inclusive and Five hundred and Eighty of which are for the sum of Five hundred Dollars each and numbered from number Four hundred and twenty one to number Nine hundred inclusive, at their maturity rendering the overplus if any to the parties of the first part or their assigns, and in case the parties of the first part shall fail neglect or refuse to set apart appropriate and deposit with the said United States Trust Company, or its successor the said several sums of money or any or either of them for the purpose of a sinking fund, at the times and in the manner herein before particularly set forth and provided then at the expiration of Sixty days from and after such default failure neglect or refusal in case such payment and appropriation to the said sinking fund shall not have been made, upon the request of the holder of any of the residue of such mortgage Bonds, Five Hundred and sixty of which are for the sum of One thousand Dollars each and numbered from Number Sixty six to number Sixty nine inclusive, from Number Ninety one, to number Ninety five inclusive from number One Hundred and one to number One Hundred and fifty inclusive and from number three hundred and one to number Five hundred inclusive and Five Hundred and Eighty of which are for the sum of Five Hundred Dollars each and numbered from number

Five Hundred and twenty one to number nine Hundred inclusive upon the request of the said United States Trust Company with such assent the said party of the second part his successor or successors in the trust hereby created, or assigns may enter into and upon and take possession of all or any part of said premises, real and personal estate and property and as the Attorney in fact or agent of the said parties of the first part by himself or agents or substitute duly constituted, hire use and employ the same making from time to time all needful repairs alterations and additions thereto and after deducting the expenses of such use repairs alterations and additions apply the proceeds thereof to the payment of the principal and interest of the residue of the said Bonds numbered as last aforesaid and issued under the said Mortgage remaining unpaid, and the said party of the second part his successor or successors in the trust hereby created or assigns on the written request of the holders of at least one half of the said residue of the said Mortgage Bonds, numbered as last aforesaid issued under the said Mortgage then outstanding, unpaid or uncancelled with stock and not purchased and deposited for the sinking fund as aforesaid shall cause the said premises, real and personal estate and property rights and franchises or so much thereof as shall be necessary to pay and discharge the principal and interest of all the said residue of such Mortgage Bonds numbered as last aforesaid as may be then unpaid and uncancelled, and not purchased and deposited as aforesaid to be sold at public auction in the City of Milwaukee in the State of Wisconsin aforesaid, or in the City of New York, giving at least thirty days previous notice of the time place and terms of such sale; and of the real and personal property and such rights and franchises to be sold by publishing the same in two Newspapers of good circulation in each of the cities of Milwaukee and New York aforesaid and wherever else required by law, and to make and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part their successors and assigns and all persons claiming under them, of all right interest or claim of in or to said premises real and personal estate and property, rights and franchises or any part thereof. The amount of the bid or purchase money in the said sale may be paid and satisfied in whole or in part by the residue of the said outstanding Mortgage Bonds numbered as last aforesaid or any of the and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created, or assigns, according to their value to be ascertained and determined by the net amount arising from said sale together with the amount of any applicable cash apart belonging to the sinking funds as compared to the amount of the old standing uncancelled and unpurchased residue of said Bonds numbered as last aforesaid under the said Mortgage as aforesaid And the said party of the second part shall after deducting from the proceeds of said sale the cost and expenses thereof and of managing such property apply so

so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding Mortgage Bonds numbered as last aforesaid issued under the said Mortgage and not cancelled or purchased for the sinking fund, rendering the payment of said bills as aforesaid and shall pay over and distribute the remainder of the said proceeds to the parties of the first part, their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part, nor any injunction or stay of proceeding or any process applied for or obtained by them to prevent such sale or sales aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created, or assigns for more fully carrying into effect the object and purpose hereof particularly for the conveyance of any right interest or property subsequently to the date hereof acquired by said parties of the first part and comprehended or intended so to be in the description and terms of this instrument.

And the said parties of the first part hereby further covenant as aforesaid that the money borrowed for the purpose aforesaid upon the security of the residue of the said Mortgage Bonds numbered as last aforesaid issued under the said mortgage shall be faithfully applied to the purchase and transportation of said rails, and machinery and for the construction and extension of said Road and the expenses attending such loans and purchases, and the said rails and machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing said Rail Road. And it is mutually agreed, and these presents are upon this express condition that on payment of the principal and interest of the residue of the said Mortgage Bonds numbered as last aforesaid and issued under the said mortgage, or on the conversion thereof into Stock in manner aforesaid, the powers, right, and estate hereby granted to the party of the second part, his successor or successors in the trust hereby created, and assigns shall be void, and when the principal and interest of all the residue of the said Mortgage Bonds issued under the said Mortgage shall be fully paid, and the residue of said Bonds numbered as last aforesaid duly cancelled, the said party of the second part, his successor or successors in the trust hereby created, or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this agreement and shall deliver up the same to the parties of the first part within assigns to the end that the same may be duly and properly satisfied cancelled and discharged of record.

And it is also further mutually agreed that the said party of the second part his successor or successors in trust hereby created, or assigns, shall be accountable

only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to him and them or control and authority and shall not be responsible for the act of any agent or attorney employed by him or them with such agent & attorney is selected with reasonable discretion, and that the said party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or services performed by him or them in the discharge of his trust, and in case he or they should be compelled to take possession of said premises and real and personal property and estate or any part thereof to manage the same. And it is further mutually agreed that in case of the death, mental or and incapacity or resignation of the party of the second part as his estate, rights title and interest in and control of the premises shall in like manner cease and determine, and the said parties of the first part shall or within days next to take proceedings therefor for thirty days the holders of a majority of the said outstanding Mortgage Bonds issued under the said Mortgage may apply to the Supreme Court of the State of Wisconsin, to appoint in his place a new Trustee being a resident of the City of New York and thereupon and upon his acceptance of the trust such New Trustee shall become vested for the purposes aforesaid with all the right, estate property and interest hereby conveyed to or vested in the said party of the second part without further assurance or conveyance of the same. But if the same shall be necessary for the better assurance of the parties hereto they shall execute and deliver any other or further releases, agreements, or conveyances for that purpose to the end that the true intent, object, and meaning of this instrument may be fully and faithfully carried into effect. In Witness Whereof the said parties of the first part in the day and year aforesaid, by order of their Board of Directors have hereto caused to be affixed their corporate Seal and these presents to be signed by their President and countersigned by their Secretary at Milwaukee Wisconsin, And the said party of the second part has also hereunto set his hand and seal

Sym Ashburn Pres
of La Crosse & Milwaukee Rail Road Co

Attest Lin Burnell
Secy.

F A Palmer
Trustee

Words numbered as last aforesaid interlined between the 11th & 12th lines of the 5th page before execution

In presence of
Nelson McNeal
Charles E Jenkins

Witness to Signature of F A Palmer
W A Woodward

John D Reid

State of Wisconsin
Milwaukee County } On this 18th day of February 1856.
came before me Lyman Ashburn, President of the La Crosse and Milwaukee Rail Road Company and Lin Burnell Secretary of said Company, to me personally known and severally acknowledged that they had executed the foregoing convey and written instrument for the uses and purposes therein expressed.

Chas E. Jenkins
County Judge
Milwaukee Wis

State of Wisconsin
County Court, Milwaukee County }

I Matthew Keenan Clerk of said Court do hereby certify that Hon Charles E Jenkins whose name appears above, and before whom the foregoing acknowledgment was made, was at the date thereof, and now is acting Judge of the County Court aforesaid, duly elected and qualified, and that I am well acquainted with the hand writing of said Judge, and verily believe the Signature purporting to be his is genuine

Seal

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 18th day of February A.D. 1856.
Matthew Keenan
Clerk.

New York City, County and State } On this 29th February 1856. before the undersigned a commissioner in and for the said State residing in the City of New York appointed by the Governor of the State of Wisconsin, under the laws of said State with full power and authority to take the acknowledgment & proof of deeds & to be used & recorded in said State of Wisconsin appears Francis A Palmer known to me to be the person named in the foregoing Indenture and acknowledged that he executed the same freely as his act and deed as Trustee for the uses & purposes therein mentioned

Witness my hand & official Seal

Seal

W A Woodward
Commissioner for Wisconsin
in New York

V

Office of the Mineral Point Rail Road Company.
Mineral Point October 12th 1855.

A Special meeting of the Board of Directors was this day held at the Office of the Company, pursuant to call of the President.

Present Moses M. Strong President
Francis Durian
Hamilton H. Gray } Directors
Parley Eaton
John M. Keep &
Henry Koop

whereupon the following among other proceedings were had, to wit:

On motion of Moses M. Strong the following Resolution was unanimously adopted, to wit:

"Resolved that a contract heretofore entered into between John M. Keep & Alvan Wilkins on the 29th day of August 1855, for the construction of the Mineral Point Rail Road, and assigned by the said Keep to the Mineral Point Rail Road Company, be, and the same is hereby accepted by this Company, and ratified and confirmed as the Contract of this Company, and this Company hereby assume and take upon themselves all the covenants and agreements of said Keep contained in said Contract."

I do hereby certify that the above resolution is a true and correct copy of the original resolution adopted on the 12th of October 1855, by the Board of Directors of said Company as above stated, as the same appears of record in the Office of said Company.

In witness whereof I have hereunto set my hand and affixed the Seal of said Company at their office in Mineral Point, Iowa County, Wis this 16th day of April 1856.

Seal.

William T. Henry
Secretary of Mint. Pt. R.R. Co

Agreement made this twenty ninth day of August 1855 between John M. Keep of Beloit Wisconsin, of the first part and Alvan Wilkins of Pittsburgh Pennsylvania of the second part, witnesseth as follows to wit: The said party of the first part agrees to furnish to the said party of the second part, the right of way for the track and all necessary depot grounds of the Mineral Point Rail Road Company forthwith free of all obstructions to enable the said party of the second part to construct, complete and put in operation the said Mineral Point Rail Road according to the provisions of its charter, and to deliver over to him the said party of the second part all ties owned by the said Company & all contracts for ties to be delivered and presume to be assigned to the said party of the second part the contracts for bridging now existing between said Rail Road Company & Messrs Stern & Boomer, of the City of Chicago. Said ties and contracts for ties & contracts for bridging to be delivered over and assigned at any time when needful for the construction of said road, and to be used for that purpose.

And the said party of the second part for the consideration hereinafter mentioned agrees to build, construct and complete, equip and put in operation said Mineral Point Rail Road upon the track as now located from the Village of Mineral Point in the County of Iowa to the depot of the Illinois Central Rail Road Company in the Village of Warren in the State of Illinois, and furnish all materials and equipments therefor & have the same completed and ready to be delivered over to said Company on the first day of December 1856, to the satisfaction and acceptance of the Chief Engineer of said Company. Said road to be laid of H or T rail of the most approved pattern and of the best quality of American or English iron, weighing not less than fifty six pounds to the yard, with all necessary side tracks, turn outs, depot buildings, turn tables, water tanks and other fixtures, according to the plans and estimates of the said Chief Engineer of said Company. Said road to be in all respects a first-class road & to be

ballasted with the best material on the track or within three hundred yards distant therefrom in an accessible position & to be fenced with a good board or rail fence over such portions of the distance as said road shall pass through indosed or improved lands & to be furnished with all necessary cattle guards & cattle passes. And to be stocked with three first class locomotives of not less than eighteen tons burthen each, two first and one second class passenger, one baggage twenty freight and twenty platform cars. All of said work when done and materials provided by the said party of the second part under the direction and superintendence and to the satisfaction and acceptance of the Chief Engineer of said Company, who is hereby declared mutually to be the sole umpire in all disputes arising under this contract subject however to an appeal by either party to the Chief Engineer of said road & the Chief Engineer of the Milwaukee & Mississippi & Chief Engineer of the Milwaukee and LaCrosse Rail Road their decision or the decision of a majority of them to be final.

And the said party of the second part for the consideration hereinafter mentioned further agrees to assume and pay what is denominated the home debt of said Rail Road Company, not exceeding in amount twenty five thousand dollars, and what is denominated the foreign debt of said Rail Road Company including a sufficient sum to take up and retire fifty thousand dollars of the first mortgage bonds of said company & thirty thousand dollars of Iowa County Bonds now outstanding not exceeding in the aggregate the sum of one hundred thousand dollars a specification of said foreign debt being contained in Schedule A. hereto annexed and made a part of this contract. Of which last mentioned sum an amount not exceeding thirty thousand dollars is to be advanced immediately by the said party of the second part to take up and retire said outstanding Bonds which he is at liberty to hold as security for such advance until such time as he shall become entitled to receive the first payment of Bonds as hereinafter mentioned, but before receiving such first payment in Bonds he shall return to the said Rail Road Company to be cancelled, the said fifty thousand dollars of first mortgage bonds now outstanding as aforesaid and at the same time shall receive to apply thereon the thirty thousand dollars of Iowa County Bonds so to be taken up and retired as aforesaid. And the said party of the second part agrees to make the deposit of the money or the delivery of the iron as hereinafter mentioned on or before the first day of May next.

And the said party of the first part agrees to pay to the said party of the second part for the building completing and equipping the said Road & for assuming and paying said home & foreign debts of said Rail Road Company the sum of One Million of dollars in manner following, that is to say.

In Cash	$100.000
Iowa County Bonds heretofore issued	150.000
Mineral Point 8 pr. ct. bonds	60.000
Town of Waldwick 8 pr. ct. Bonds	10.000
First Mortgage 8 pr. ct. Bonds of Said Road	320.000
Second Mortgage 8 pr. ct. Bonds " " "	150.000
Stock in Said Road	210.000

at the times and in the manner hereinafter specified to wit: The Cash payment to be made as fast as needed to complete the grading, masonry & wooden superstructure of said road, so as to have the same completed & in readiness for the iron by the first day of April next, and to be paid monthly on the estimates of the Chief Engineer of said Company as said work progresses, retaining fifteen per cent on all such estimates as security until the completion of any job or jobs for the same to the acceptance and satisfaction of the said Chief Engineer when all back money so retained shall be paid over. And whenever the said party of the second part shall deposit in the American Exchange Bank in the City of New York the sum of two hundred and forty thousand dollars to the credit of the said Mineral Point Rail Road Company, or shall deliver to the said Company either in the City of Newyork or upon the track of said Road the iron sufficient to lay the track of the said

Road of the kind description and quality hereinbefore mentioned to apply on part payment hereon to wit: Sixty thousand dollars of said Iowa Bonds. Two hundred & fifty thousand dollars of said first mortgage Bonds. Forty thousand dollars of said second mortgage Bonds and One hundred and twenty five thousand dollars of the Stock of said Road, as will deliver proportionally of said Securities upon the deposit of any aliquot part of said iron, not less than one fourth part at a time and will thereafter deliver to the said party of the second part proportionally of said securities except Iowa Bonds at the rate of Three thousand dollars per mile as fast as the track of said Road is laid, and like proportionally for the remainder of the work and equipments as fast as completed delivered and accepted by the Chief Engineer of said Company, and the balance of all said securities on the full completion of said job to the satisfaction and acceptance of said Chief Engineer and the delivery over of the same to said Company on the first day of December 1856.

The said party of the first part in consideration of the premises further agrees to carry over all that portion of said foreign debt coming due before that time for thirty days from this day without Sacrifice of any of the Securities of said Company, pledged for the payment thereof, at which time the said party of the second part agrees to assume the payment of said debt, and the protection of all the Securities pledged therefor. It being understood that one hundred and fifteen thousand dollars of the Iowa County Bonds hereinbefore mentioned are pledged for the payment of said foreign debt, and in case any of said Bonds shall be Sacrificed in consequence of such pledge after the expiration of thirty days from this date, such Sacrifice is to be born and the loss sustained by the said party of the second part. It being also further understood that all coupons on said Iowa County Bonds and on said outstanding first mortgage Bonds already matured or maturing before the same shall be due to the said party of the second part, in payment under this contract shall belong to and be surrendered to said Company; the said party of the second part being at liberty to continue said County Bonds in pledge for the purpose of carrying over said foreign debt, but to have no interest therein until he shall be entitled to the same in payment under this contract, but the said party of the second part shall be entitled to receive in payment hereon all of said County Bonds so held in pledge as aforesaid, upon the delivery to the said Company of the iron, or making the deposit of money as hereinbefore specified and the delivery up to said Company, paid & cancelled all the demands against said Company for the payment of which said Bonds are pledged as aforesaid. And whenever the said party of the second part shall receive in payment hereon any Bonds as aforesaid, after taking off the coupons past maturity as aforesaid, interest shall be added to the time of such delivery upon coupons not matured.

Witness our hands and Seals the day and year first above written.

Executed in presence of
S. S. Toad

Alvan Wilkins {Seal}
John M. Keep {Seal}

Schedule A, containing a Specification of the foreign debts of said Rail Road Company above refered to, to wit:

Mercantile Bank Hartford	Due	Aug. 4/58	$5000.	Collateral	$10.000
Bank of Hartford County	"	Dec. 21/55	2000.	"	6.000
" " " "	"	March 4/56	11.000	"	32.000
" " " "	"	" 15/56	3000	"	9.000
Merchants Bank Burlington	"	Sept. 3/55	10.500	"	21.000
Bank of Burlington	"	" 5/55	5.500	"	11.000
Bank of Galena	"	Aug. 15/54	11.000		
J. M. Keep Int. at 12 per ct.	"	" 11/55	14.000	"	26.000
Iowa County Bonds Sold			$30.000		
First Mortgage Bonds Sold			50.000		

Which can be purchased out retired for $30.000
$100.000

Dated at Beloit August 29th 1855.

Alvan Wilkins
J. M. Keep

P.S. Modification of and addition to the foregoing contract made and agreed to on the day of the date thereof, to wit:

The said John M. Keep, the said party of the first part for the consideration hereinafter mentioned agrees to assume and pay the home debt of the said Mineral Point Rail Road Company mentioned in said contract to furnish and deliver upon the tracks of said Road all the ties needed for the completion thereof, to do all the grading, bridging and masonry for said road, as specified in said contract in the same manner as the said Alvan Wilkins the said party of the second part in therein bound to do. And the said party of the first part hereby releases the said party of the second part from his aforesaid obligation to pay said home debt, and to furnish said ties and to do said grading, bridging and masonry. And the said Alvan Williams the said party of the second part hereby releases to said Keep all the ties, contracts for ties and contracts for bridging mentioned in the foregoing contract, and also releases the said Keep the said party of the first part from the payment of the One hundred thousand dollars in cash, being the cash part of the consideration agreed to be paid to the said party of the second part by the terms of the said contract, and in addition thereto agrees to pay to the said party of the first part, whenever said ties shall be delivered and said grading masonry & bridging shall be completed and accepted to the satisfaction and acceptance of the Chief Engineer of said Company the further sum of Fourteen thousand dollars in Cash. Said job to be so far advanced as to be ready for the laying of track to commence on the first days of April next, and completed so as to be out of the way of the track layers thereof.

Witness our hands and Seals this Aug. 29. 1855

Alvan Wilkins {S.S.}
John M. Keep {Seal}

Mineral Point Sept. 5. 1855

For value received, and in consideration of a resolution passed by the Board of Directors of the Mineral Point R.R. of this date, adopting the within contract and assuming the covenants herein mentioned upon my behalf, I hereby assign and transfer the within contract to said Mineral Point Rail Road Company, and authorize and empower said Rail Road Company to use my name in any manner necessary to enforce the same.

John M. Keep {Seal}

Witness
Charles Temple

Recorded April 1st. 1856
at 3 O'clock P.M.

State of Wisconsin,
State Treasurer's Office
Madison, April 19th 1856.

I hereby certify that this day two hundred Bonds of five hundred dollars each, amounting in the aggregate to One hundred thousand dollars, were permitted to be issued under and by virtue of the within mortgage.

Carl Kabich
Asst State Treasurer.

Received Madison, April 19. 1856. the above Bonds, certified to by the State Treasurer.

William S. Henry
Secretary Mine Point
R. Road Co.

State of Wisconsin,
County of Dane. } ss.

William S. Henry being first duly sworn according to law, doth depose and says, that he is Secretary of the Mineral Point Rail Road Company in said State, and well acquainted with all the transactions of said company, and that said Company have as he verily believes issued one hundred and fifty thousand dollars of the bonds of said Co., under and secured by what is called the second mortgage of said Co.; that said amount is all that have been issued by said Co. by virtue of said second mortgage, previous to the first day of January A. D. 1856; which bonds were for $1000. each, and were exchanged with the County of Iowa in said State, for the bonds of said County of like amount.

And further, that the length of said road as ascertained by deponent from the official report of the Chief Engineer of said Rail Road, is thirty one and seven tenth miles, and further saith not.

William S. Henry

Taken before me this 19th
day of April, 1856.
John W. Hunt
Notary Public

Recorded April 19. 1856.
at 3 Oclock P. M. Mortgage recorded July 23/53.

State of Wisconsin
State Treasurers office
Madison July 23 1856

I hereby certify that this day One hundred and thirty four bonds of Ten Hundred Dollars each amounting in the aggregate to Sixty Seven thousand Dollars was permitted to be issued under & by virtue of the within mortgage

Carl Kabich
Asst State Treasurer

Received Madison July 23 1856 the above named Bonds, certified by the State Treasurer

William S Henry
Secretary Mine Point R R Co

Milwaukee and Horicon Rail Road Company.

This Indenture made the first day of April, in the year of our Lord One thousand eight hundred and fifty-six, between the Milwaukee and Horicon Rail Road Company, a corporation duly constituted as such by the laws of this State of Wisconsin, parties of the first part, and Albert H. Lowry, of the City of New York, party of the second part.

Whereas, the parties of the first part, pursuant to the terms of the Statute of said State incorporating them, and other Statutes of said State affecting them, are engaged in constructing a Rail Road from the Village of Horicon, in the County of Dodge, State of Wisconsin, to the Village of Berlin, in the County of Marquette in the State of Wisconsin aforesaid; and for that purpose in part have resolved to raise a sum of money by loan for purchasing and transporting iron rails and machinery therefor, and for aiding the construction of said Rail Road; and in order to secure payment thereof or payment thereof, to execute within the present year certain bonds, with interest warrants or coupons annexed, not exceeding four hundred and twenty thousand dollars in amount, and the total amount to be issued under this mortgage not to exceed four hundred and twenty thousand dollars. Said Bonds to be issued in amounts of One thousand each, numbered respectively from One (1) to four hundred and twenty (420) inclusive; to the person or persons lending such money, or furnishing such rails or machinery and made payable in the City of New York on the first day of May, in the year of our Lord one thousand eight hundred and eighty-two, and bearing interest from their date at the rate of eight per centum per annum, payable semi-annually on the first days of each November and each May, ensuing the date thereof, in the City of New York, until the principal shall be paid. Such bonds to be dated on the first day of May, in the year of our Lord one thousand eight hundred and fifty-six, and to be on an equality so far as regards security for the payment thereof by these presents; Each of said bonds being authenticated by a certificate signed by said parties of the second part, and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of stock in said Rail Road company at par, convertible at any time within five years from the date thereof.

Now therefore, this indenture witnesseth, That the said parties of the first part, in order to secure the payment of said bonds and interest, and in consideration of one dollar to them in hand paid, by the said party of the second part, at the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell, transfer and convey to the said party of the second part, his successor or successors in the trust hereby created, and assigns, all the following real and personal property and estate of the parties of the first part, that is to say: all of that part of their said Road from the junction thereof with the La Crosse and Milwaukee Rail Road in or near the Village of Horicon, in the County of Dodge, State of Wisconsin, to a point in or near the Village of Berlin, in the County of Marquette, State of Wisconsin, which shall be following the line of said Rail Road forty-two miles from said junction; including the right of way and land occupied by said Road, together with the superstructure and trunks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, necessary depot grounds and buildings thereon belonging to the parties of the first part, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures, and all other personal property appertaining to said line of Road, and now belonging to the parties of the first part, or hereafter to be acquired by them, and all rights thereto and interest therein to be acquired by the parties of the first part, together with the name and functions appertaining to the said road, tolls, rents and income, to be had & levied therefrom, and all corporate and other franchises, rights and privileges of the said parties of the first part of, in, to or concerning the same.

But nothing herein contained shall be so construed as to prevent the parties of the first-

part from selling, hypothecating or otherwise disposing of any City or County bonds or farm mortgages, or other securities received in payment of stock or otherwise, or of any land, or other property of the parties of the first part not necessary to be retained for the roadways, depot grounds and stations, nor required for the construction or convenient use of said road, or any wood lots; nor from collecting moneys due the said Company on stock subscriptions or otherwise.

Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction, use and repair of the said road, and of every part thereof, all stock subscriptions, donations or loans of money, lands or other property, which may have been, or may hereafter be made for that purpose; but the said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part, his successor or successors in the trust hereby created, or assigns.

And the said parties of the first part hereby further covenant and agree to and with the said party of the second part, his successor or successors in the trust hereby created, that for the security and ultimate redemption of the said Mortgage Bonds to be issued by virtue of this mortgage, they will annually on or before the last Saturday of December in each year hereafter, until the principal of said bonds is fully paid, set apart and appropriate from the earnings of the said road for the preceding twelve months, and deposit with the Farmers Loan and Trust Company (an incorporated institution located and doing business in the City of New York) or its successor, which said Farmers Loan and Trust Company, or its successor, is hereby made, constituted and appointed the trustee or Receiver of the parties hereto, and of all the holders of the Mortgage Bonds to be issued by virtue of this mortgage as aforesaid, the just and full sum of Five thousand dollars, which together with the accumulation of interest thereon, will form a capital sufficient to pay and discharge the entire principal of all the Mortgage Bonds contemplated to be issued by virtue of the provisions of this mortgage, on or before the maturity of the said Bonds, the first setting apart and appropriation of said sinking fund to be made and deposited on the twenty seventh day of December next ensuing the date hereof. And the said sinking fund or several sums of money thus set apart and appropriated, with all accumulations of interest, shall as soon as practicable thereafter be laid out and invested by the said Farmers Loan and Trust Company, or its successor, in the purchase of the Mortgage Bonds to be issued under this mortgage, whenever the said Mortgage Bonds can be purchased at or under par, and the accrued interest on the same at the date of purchase. In case the securities of the company before specified cannot be procured & purchased on the terms aforesaid, then and in that case the said Farmers Loan & Trust Company, or its successor, shall from time to time invest the said fund, under the advice and direction of the Board of Directors of the parties of the first part, in such securities as shall be deemed most safe and profitable for the parties of the first part; provided, however, that the obligation of the parties of the first part to make such annual deposits to the said sinking fund as aforesaid shall cease and determine so soon as the funds and securities placed in the hands of the said Farmers Loan and Trust Company, or its successor, shall with the accumulation of interest thereon form a capital sufficient to pay and discharge, at the maturity thereof, all the outstanding unconverted bonds issued hereunder.

The said Farmers Loan and Trust Company, or its successor, shall at all times keep a proper and correct registry and account of the said several securities and funds to be held by them as aforesaid, and belonging to the said sinking fund, for the inspection and examination of the parties hereto, and of any of the stockholders or Bondholders of the

Road; and shall annually hereafter during the continuance of the said trust, render to the parties hereto a written statement showing the true state and condition of the said sinking fund; and when any of the aforesaid securities of the parties of the first part shall have been purchased for the use of the sinking fund, the same shall as soon as purchased be cut, cancelled and retired by the said Farmers Loan & Trust Company, or its successor, and held and returned by them at the expiration of their trust. The interest coupons on said purchased bonds are, however, to be regularly paid to the said Farmers Loan & Trust Company, or its successor, by the parties of the first part, in the same manner as if held and owned by a third party for value; and in case of the resignation of the said Farmers Loan & Trust Company as such Trustee or Receiver, or of its successor, or otherwise the parties of the first part hereby reserve the right to supersede and revoke the aforesaid appointment of the said Farmers Loan & Trust Company or its successor, and from time to time to appoint and substitute as a new trustee or receiver, any other incorporated institution located and doing business in the City of New York, fit and suitable for that purpose, and said new trustee or receiver, or the successor thereof, shall be vested with all the rights, estate, powers and privileges hereby conveyed to or vested in the said Farmers Loan & Trust Company.

And the said Farmers Loan and Trust Company, or its successor, shall upon request forthwith assign, transfer and deliver to such substituted trustee or receiver, all the funds, property and securities belonging to the said sinking fund, so deposited with and held by them as aforesaid.

The said Farmers Loan & Trust Company or its successor shall apply the funds or available securities in their hands to the payment and redemption of the said mortgage bonds issued hereunder, at their maturity, rendering the overplus if any to the parties of the first part, or their assigns.

To have and to hold the said premises, real and personal estate and property, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his successor or successors in the trust hereby created, and assigns, upon the following trusts, that is to say: In case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the said Mortgage Bonds to be issued hereunder — whether the same belong to third parties, or to the sinking fund, at any time when the same shall become due and payable according to the tenor thereof, when demanded; or in case the parties of the first part shall fail, neglect or refuse to set apart, appropriate, and deposite with the said Farmers Loan & Trust Company or its successor, the several sums of money or any or either of them, for the purpose of a sinking fund, at the times and in the manner hereinbefore particularly set forth and provided, then, at the expiration of sixty days from and after such default, failure, neglect or refusal, in case such principal or interest shall not have been paid, or such payment and appropriation to the sinking fund shall not have been made, upon the request of the holder of any such mortgage Bonds, or upon the request of the said Farmers Loan & Trust Company, or its successor, the said party of the second part, his successor or successors in the trust hereby created, or assigns, may enter into or upon, and take possession of all or any part of said premises real and personal estate and property, and as the Attorney in fact, or agent of the said parties of the first part, by himself or agents, or substitutes duly constituted, have use and employ the same, making from time to time all necessary repairs, alterations and additions thereto, and after deducting the expense of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said Bonds issued hereunder, remaining unpaid; and the said party of the second part, his successor or successors in the trust hereby created, or assigns, on the written request of the holders of at least one half of the said Mortgage Bonds issued hereunder, and then outstanding, unpaid, or unconverted into stock, and not purchased and deposited for

sinking fund as aforesaid, shall cause the said premises, real and personal estate and property, rights and franchises, or so much thereof as shall be necessary, to pay and discharge the principal and interest of all such mortgage Bonds as may be then unpaid and unconverted, and not purchased and deposited as aforesaid, to be sold at public auction in the City of Milwaukee, in the State of Wisconsin aforesaid, or in the City of New York, giving at least ninety days previous notice of the time, place and terms of such Sale, and of the real and personal property and estate, rights and franchises to be sold, by publishing the same in two newspapers of good circulation, in each of the Cities of Milwaukee and New York aforesaid, and wherever else required by law; and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part, their successor and assigns, and all parties claiming under them, of all right, interest or claim, of, in or to said premises, real and personal estate and property, rights and franchises, or any part thereof. The amount of the bid or purchase money on the said sale may be paid and satisfied in whole or in part, by the outstanding Mortgage Bonds, or any part of them issued hereunder, and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part, his successor or successors in the trust hereby created, or assigns, according to their value, to be ascertained and determined by the net amount arising from said Sale, together with the amount of unapplied cash assets belonging to the sinking fund, as compared to the amount of the outstanding unconverted and unpurchased bonds issued hereunder as aforesaid.

And the said party of the second part shall, after deducting from the proceeds of said sale, the costs and expenses thereof, and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding Mortgage Bonds issued hereunder, and not converted or purchased for the sinking fund, nor used in payment of said bid as aforesaid, and shall pay over and restore the remainder of said proceeds to the parties of the first part their successor or assigns. It being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws, by the said parties of the first part, nor any injunction or stay of proceedings, or any process be applied for or obtained by them, to prevent such entry or sale as aforesaid.

And the said parties of the first part, hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises, or any part thereof, to the said party of the second part, his successor or successors in the trust hereby created, or assigns, for more fully carrying into effect the objects hereof, particularly for the conveyance of any right, interest or property subsequently to the date hereof acquired by said parties of the first part, and comprehended or intended so to be, in the description and terms of this instrument.

And the said parties of the first part hereby further covenant as aforesaid, that the money borrowed for the purpose aforesaid, upon the security of said Mortgage Bonds to be issued hereunder, shall be faithfully applied to the purchase and transportation of iron rails and machinery, and for the construction and extension of said road, and the expenses attending such loan and purchase; and the said rails and machinery so purchased shall be transported and used with due diligence in the construction, finishing and furnishing said Rail Road.

And it is mutually agreed, and these presents are upon this express condition, that on payment of the principal and interest of said Mortgage Bonds issued hereunder, or on the conversion thereof into stock in manner aforesaid, the estate hereby granted to the said party of the second part, his successor or successors in the trust hereby created, and

assigns, shall be void, and the right to the premises and real and personal estate and property hereby conveyed shall revert to and revest in the said parties of the first part, without any acknowledgement of satisfaction, re-conveyance, re-entry or other act; but when the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid, and the said bonds duly cancelled, the said party of the second part, his successor or successors in the trust hereby created, or assigns, shall upon request of the parties of the first part, or their assigns, duly execute and acknowledge payment and satisfaction of this mortgage, and shall deliver up the same to the parties of the first part, or their assigns, to the end that the same may be duly and properly satisfied, cancelled and discharged of record.

And it is also further mutually agreed that the said party of the second part, his successor or successors in the trust hereby created, or assigns, shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care, control and authority, and shall not be responsible for the act of any agent or attorney employed by him or them, when such agent or attorney is selected with reasonable discretion, and the said party of the second part, his successor or successors in the trust hereby created, shall be intitled to receive proper compensation for any labor or service performed by him or them, in the discharge of his trust, in case he or they shall be compelled to take possession of said premises, and real and personal property and estate, or any part thereof, or to manage the same.

And it is further mutually agreed that in case of the death, mental or civil incapacity, or resignation of the party of the second part, all his estate, right, interest, power and control in the premises shall be divested, cease and determine, and the same shall from thenceforth for the purposes aforesaid, be devolved upon and vested in all and singular, the trusts and duties hereinbefore mentioned and enumerated, shall be conferred upon and assumed by S. S. Souter of the said City of New York, without any other or further assurance or conveyance, of or for the same, except that on the happening of either of the above named contingencies, the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part, or their assigns, his acceptance or non-acceptance as such substitute.

And in case of the non-acceptance, death, mental or civil incapacity or resignation of the said S. S. Souter, after the several trusts hereby created shall have devolved on him, the said parties of the first part, or in their default to take proceedings therefor, for thirty days, the holder of a majority of the said outstanding Mortgage Bonds to be issued hereunder, may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new Trustee being a resident of the City of New York; and thereupon, and upon the acceptance of the trust, such new Trustee shall become vested for the purposes aforesaid, with all the rights, estate, property and interest hereby conveyed to or vested in the said party of the second part, without any further assurance or conveyance of the same. But if the same shall be necessary, both or either of the parties hereto shall execute and deliver any other or further release or conveyances for that purpose, to the end that the true intent, object and meaning of this instrument may be fully and finally carried into effect.

In witness whereof, the said parties of the first part, on the day and year aforesaid, by order of the Board of Directors, have hereto caused to be affixed their corporate seal, and these presents to be signed by their President and countersigned by their Secretary, at Milwaukee, Wisconsin. And the said party of the second part has also hereunto set his hand and seal.

Corporate Seal.

S. S. Souter [Seal]

Signed, sealed and delivered in presence of
Robt. Smith Witness
Winfield Smith

S. F. Mabon Secy J. B. Smith President

State of Wisconsin,
County of Milwaukee. ss.

Be it remembered, that on this 3d day of April A.D. 1856, personally appeared before me the above named I. B. Smith, to me known to the President of the Milwaukee and Horicon Rail Road Company, and the person who executed the foregoing instrument, and who acknowledged the execution thereof to be the free act and deed, for the uses and purposes therein mentioned, of the Milwaukee and Horicon Rail Road Company.

Winfield Smith
Notary Public
State of Wisconsin.

Seal

I accept the trust conveyed to me by the foregoing deed.
New York April 14. 1856.

Witness
Jas. T. Soutter
Sylvester Loy

R. H. Lowry. Seal
Trustee.

State of New York,
City and County of New York. ss.

By this Public Instrument, be it remembered, that on this Seventeenth day of April, A.D. One thousand eight hundred and fifty six, before me, Sylvester Loy, a Commissioner in and for the State of New York, duly appointed by the Governor of the State of Wisconsin, duly commissioned and sworn, residing in the City of New York, and authorized to take depositions, Affidavits, and the proof and acknowledgment of Deeds &c. to be used and recorded in the said State of Wisconsin, personally appeared Robert H. Lowry, known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official Seal, this 17th day of April, in the year of our Lord One thousand eight hundred and fifty six.

seal.

Sylvester Loy
Commissioner for the State of Wisconsin.

Recorded April 30. 1856
at 12 O'clock M.

Milwaukee and Horicon Rail Road Company.

I, Robert H. Lowry, of the city, county and State of New York, do hereby certify that a certain Indenture of Mortgage, bearing date the second day of July, in the year One thousand eight hundred and fifty five, made and executed by the Milwaukee and Horicon Rail Road Company, of the State of Wisconsin, and duly recorded in several of the counties of the State of Wisconsin, as certified on the foregoing instrument, is fully paid, satisfied and discharged, and I authorize the same to be discharged of record in the several counties wherein the same has been recorded.

R. H. Lowry Seal

Sealed and delivered
in the presence of
Geo. G. Sampson
Sylvester Loy

State of New York,
City & County of New York. ss.

Be it remembered that on the 17th day of April in the year 1856, before me personally came Robert H. Lowry, to me known to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official Seal as Commissioner for the State of Wisconsin, the day and year aforesaid.

Seal.

Sylvester Loy
Commissioner.

Recorded April 30th 1856.
at 12 O'clock M.

Sale & Lease of this Mortgage recorded in Liber 55 of Rail Road Mortgages, page 157

Milwaukee and Watertown Rail Road Company

To

Joseph M. Warren. (3333) Mortgage.

This Indenture, made the first day of February, in the year of our Lord one thousand eight hundred and fifty-six, between the Milwaukee and Watertown Rail Road Company, a corporation duly created and constituted as such by the Statutes of the State of Wisconsin, party of the first part, and Joseph M. Warren of the City of Troy, in the State of New York, party of the second part:

Whereas, the said Company, the party of the first part, (authorized so to do by their Act of incorporation, and by other Acts of the Legislature of the State of Wisconsin) have already constructed a Rail Road from a point on the line of the Milwaukee and Mississippi Rail Road in the County of Waukesha, called the "Junction", to the City of Watertown, and are desirous of relieving themselves from certain debts already incurred and now due, and of adding to their rolling stock and equipments to meet the demands of their business, and for that purpose have resolved to raise a sum of money by loan to aid in prosecuting the work, and in order to secure payment thereof have made and executed two hundred and twenty five bonds, with suitable coupons attached, to the said Joseph M. Warren, who has been selected as a trustee for that purpose, seventy-five of which bonds are for the principal sum of One thousand dollars each, the remaining one hundred and fifty thereof are for the sum of Five hundred dollars each, to wit: for the sum of One hundred and fifty thousand dollars in the aggregate, all payable to the said Joseph M. Warren, or to the respective holders thereof, on the first day of February One thousand eight hundred and sixty-one, at the "Bank of North America", in the City of New York, with interest thereon at the rate of eight per centum per annum, payable semi-annually, at the same place, on the first days of August and February in each year, on the surrender of the said coupons as they severally become due: All of which bonds bear even date herewith, all secured by this mortgage equally, with no priority of any one over any other thereof or to such security, each being authenticated by the certificate of the said trustee on the face thereof, and each one by the terms thereof being made convertible by the holder at his option at any time within three years from the date thereof into the Capital Stock of the said Milwaukee and Watertown Rail Road Company at par, by delivering the same with the unpaid coupons to the Treasurer.

And Whereas the said Company, the said party of the first part to these presents have resolved also, the more fully to secure the payment of the various sums with interest thereon which are secured by the said bonds, to execute and deliver to the said trustee Joseph M. Warren these presents.

Now therefore, this Indenture witnesseth, that the said party of the first part, in order to secure the payment of the monies, principal and interest, secured by the said bonds, and in consideration of the premises, and of one dollar to them in hand paid at or before the ensealing and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, transferred and conveyed, and by these presents doth grant, bargain, sell, transfer and convey to the said party of the second part, his successor or successors in the trust hereby created and their assigns, all the property, real and personal of the said party of the first part which is hereinafter described, to wit: All of the Milwaukee and Watertown Rail Road, extending from the junction thereof with the Milwaukee and Mississippi Rail Road as aforesaid in the County of Waukesha to the City of Watertown, to which point it is now completed, including the Corporate name and all the legal corporate powers and functions belonging or in any wise appertaining to the said road, or to the said Rail Road Company, the party of the first part hereto, all the privileges, rights and franchises of the said party of the first part relating thereto, also the right of way of said Company from said junction to said City of Watertown, the said road bed and all the lands owned and occupied by said party of the first part along the line of their said road so already completed as or for their roadways, stations, Depots, Shops or other matters connected with the use and working of their said road, together with all the superstructure, Rail Road tracks, all rails, and all other materials of any kind used or to be used thereon, all bridges, viaducts, culverts, fences and equipments, all buildings of any and every kind or nature, for depots, warehouses, Shops or for any other purposes whatsoever held and used by said party of the first part for the use of the said Rail Road or for convenience in the working thereof, all rolling stock, engines, cars, tenders, tools and machinery of every kind, all fixtures and all materials, stone, brick, timber, iron and all other personal property of every kind which the said party of the first part now hath or may hereafter acquire, belonging to, used upon or in any manner appertaining to the said line of Rail Road so herein mortgaged, and all present rights thereto and interest therein and all future rights thereto and interest therein to be acquired by the said party of the first part, and finally all tolls and income of the road so hereby mortgaged: Subject however, to one prior mortgage, given by said party of the first part heretofore on their said road, for the sum of Three hundred and ten thousand dollars, also subject to any mortgage which may be hereafter given by said party of the first part to the City of Milwaukee, for a sum which shall not exceed the sum of One hundred and fifty thousand dollars:

To have and to hold the said premises, and all property real and personal, and all the estate and interest of the said party of the first part therein or thereto, and the whole thereof with the appurtenances, unto the said party of the second part, his successor or successors in the trust hereby created and assigns, in trust however for the following uses and purposes, that is to say: in case the said party of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds so issued by the said party of the first part, of even date herewith, whether the same belong to third parties or to the sinking fund hereinafter provided for, at any time when the same shall become due and payable according to the tenor thereof, when demanded, or in case the said party of the first part shall neglect or refuse to set apart and deposit with the said Joseph M. Warren, or his successor to be hereafter appointed for that purpose the several sums of money or any or either of them hereinafter agreed to be deposited with him for the purposes of a sinking fund at the time and in the manner hereinafter particularly set forth and provided, then at the expiration of sixty days from and after such default, failure, neglect or refusal, in case such interest or principal shall not have been paid, or such deposits to the account of such sinking fund shall not have been made, upon the request of the holder of any such mortgage bond, or at the discretion of the said Joseph M. Warren, or his successor in the case of such sinking fund, he, the said party of the second part, his successor or successors in the trust hereby created or assigns, may enter into and upon and take possession of all or any part of said property, real and personal, and as the attorney in fact of the said party of the first part, by himself or his agents or substitutes duly constituted, occupy, hold, work, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all of said bonds so issued as aforesaid, of even date herewith, remaining unpaid, & moreover the said party of the second part, his successor or successors in the trust hereby created or assigns, on the written request of the holders of at least one half of the said bonds of even date herewith and then still neither paid nor converted into stock, nor purchased and deposited for the sinking fund as hereinafter provided, shall cause the said premises, real and and personal estate and property, rights and franchises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such mortgage bonds as may then be neither paid, converted or purchased for the sinking fund, to be sold at public auction, in the City of Milwaukee, in the State of Wisconsin aforesaid, or in the City of New York, after giving at least ninety days' notice of the time, place and

terms of such sale, and of the real and personal property and estate, rights and franchises to be sold, by publishing the same in one daily newspaper of good circulation in each of the cities of Milwaukee and New York aforesaid, and in all and such other manner and places as shall be required by law, and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple of the same, which shall be a bar against the party of the first part, their assigns, and all persons claiming or to claim by, through or under them, of all interest or claim in or upon said property, real and personal, rights and franchises, or any part thereof, & the amount of the bid or purchase money in the said sale may be paid and satisfied wholly or in part by any of the said bonds of even date herewith and secured hereby, and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part, his successor or successors in the trust hereby created or assigns, according to their value at the date of such sale, to be ascertained by comparing the aggregate amount of the net proceeds of such sale and of the unapplied cash assets belonging to the sinking fund, with the amount of the outstanding unpaid, unconverted, and unpurchased bonds secured hereby as aforesaid. And the said party of the second part shall, after deducting from the proceeds of such sale the costs and expenses thereof, and of managing such property, apply so much of the proceeds as shall be necessary to the payment of the said principal and interest due and unpaid on the residue of the said outstanding mortgage bonds hereby secured, and not then converted or purchased for the sinking fund, nor used in payment of said bid as aforesaid, and shall pay over and restore the remainder of said proceeds of such sale to the said party of the first part or their assigns. It being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said party of the first part, nor any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said party of the first part doth hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance or conveyances of the said property or any part thereof to the said party of the second part, his successor or successors in the trust hereby created or assigns, for more fully carrying into effect the object hereof, and particularly for the conveyance of any rights, interests or property which shall have been acquired by said party of the first part after the date hereof, and embraced or intended to be embraced in the terms and description in this instrument, not however to cover any extension of, or branches to said road.

It is however expressly understood and agreed by and between the said parties to these presents, that nothing herein contained shall be so construed as to prevent the party of the first part from selling, using, hypothecating or in any way disposing of any City, County or Town bonds, or any mortgages or any other securities received in payment of stock or otherwise, or of any lands or other property of the party of the first part, not necessary to be retained for the roadway, depot grounds, stations, shops and works now required for the construction or convenient use of said Rail Road, nor from collecting any moneys due said party of the first part on stock subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said party of the first part from increasing their stock subscriptions, or from collecting and appropriating towards the construction and repair of the said Rail Road so mortgaged, or any part thereof, or any extension thereof or branches thereto, any stock subscriptions, donations or loans of money, lands or other property which have been or may hereafter be made for that purpose: but the said party of the first part shall have full right so to proceed without let or hindrance from the said party of the second part, his successor or successors in the trust hereby created or assigns.

And the said party of the first part hereto, further covenants and agrees to and with the said party of the second part, his successor or successors in the trust hereby created, that for the further

security and ultimate redemption of the said bonds secured by this mortgage, they will annually on or before the first day of February in each year hereafter, until the principal and interest of said bonds shall be fully paid, set apart and appropriate from the earnings of their said road, and deposite with the said Joseph M. Warren or his successor (who, or his successor, is hereby made, constituted & appointed the agent or receiver of both the parties hereto, and of all the holders from time to time of the said bonds so secured by this mortgage, for the purposes hereinafter explained) the just and full sum of twenty thousand dollars, which, together with the accumulation of interest thereon, shall be kept sacredly and used to buy up or pay off the said bonds at or before the maturity thereof, in the manner hereinafter prescribed, until the said sinking fund in the hands of the said Joseph M. Warren, or of his successor, shall have become so large that it, together with the accumulation of interest to arise thereon, shall have furnished a capital sufficient to pay off and discharge at the maturity thereof all the outstanding unconverted bonds so secured by these presents as aforesaid.

And it is understood and mutually agreed by the said parties hereto, that the said Joseph M. Warren, or his successor for the time in the trust hereby created, may and shall so soon as shall be practicable after the receipt of any portion of said sinking fund, use and invest the same, after giving full, fair and public notice of his readiness to do so, in the purchase at the lowest price or rate at which the same can be bought, of as many of the bonds so secured hereby as he has funds to purchase, whenever he shall be able to purchase the same at or below par, and the interest already accrued on the same at the date of said purchase: and in case at any time the said bonds so secured hereby cannot be purchased at or below par with interest as aforesaid, in that case the said trustee or receiver for the time being, shall invest the monies in his hands belonging to such sinking fund under the direction of said party of the first part or assigns, in such securities as shall be deemed most safe and profitable for the said party of the first part or assigns.

It is also agreed that the said trustee for the time being shall at all times keep an accurate account of the said sinking fund, and of the mode in which the same or any part thereof is from time to time used or disposed of, and a correct and plain registry of the several securities in which the same or any part thereof shall at any time be invested, for the inspection of the said party of the first part, or of its officers or agents, and of any of the stockholders or bondholders of said party of the first part, and shall annually thereafter, and oftener when requested by said party of the first part hereto, during the continuance of said trust, render the said party of the first part a full and clear statement in writing showing the true state and condition of such sinking fund at that time, and whenever any of the said bonds of the said party of the first part hereby secured, shall have been purchased for the use of such sinking fund as aforesaid, the same shall so soon as purchased, shall be cancelled and retired by such trustee, and be kept and returned to the said party of the first part on the termination of the trust hereby created, and the interest coupons on said purchased bonds shall also be at the same time cancelled and given up with the bonds to which they respectively belong, to the said party of the first part or assigns. And in case such trustee or receiver for the time being, shall at any time resign his trust as to said sinking fund, the said party of the first part hereby reserves the right to revoke his appointment and authority as the receiver and manager of said sinking fund, and to appoint such person or corporation as they shall choose as a substitute for such receiver in the care and control of said sinking fund, provided the person or corporation so substituted shall be of known responsibility, and suitable otherwise for that office, and the new trustee so to be appointed, or the successor thereof, shall be vested with all the rights, estate, powers and privileges in respect to said sinking fund hereby conveyed to or vested in the said Joseph M. Warren, and the said Warren, or his successor as such trustee or receiver, shall thereupon forthwith assign, transfer and deliver to such substituted trustee or receiver, all the funds, property and securities belonging to said sinking fund so deposited with and held by them as aforesaid, and finally the said Joseph M. Warren, or his successor, shall apply the funds and available securities remaining in his hands

from said sinking fund to the payment and redemption of the said bonds so secured hereby at their maturity, rendering the overplus if any, to the party of the first part or to their assigns.

And it is mutually agreed by the parties hereto, and these presents are upon this express condition, that on payment of the principal sum and interest of all of the said bonds so secured hereby, or on the conversion thereof into stock in the manner aforesaid, the estate hereby granted to the said party of the second part, his successor or successors in the trust hereby created and assigns, shall be void, and the right to the premises, and the real and personal estate and property hereby conveyed shall revert to and revest in the said party of the first part, without any acknowledgment of satisfaction, re-conveyance, re-entry or other act: but when the principal and interest of all of the said bonds so secured by these presents shall be fully paid and the said bonds duly cancelled, the said party of the second part, his successor or successors in the trust hereby created or assigns, shall upon the request of the party of the first part or assigns, duly execute, acknowledge and deliver to said party of the first part or assigns, a proper and sufficient certificate of satisfaction of this mortgage entitled by law to be recorded, and shall deliver up the same to the party of the first part hereto or assigns, to be discharged of record and cancelled.

And it is mutually agreed that the said party of the second part, his successor or successors in the trust hereby created or assigns, shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his or their care and control, and shall not be responsible for the act of any attorney or agent employed by him or them, when such agent or attorney is selected with reasonable discretion, and that the said party of the second part, his successor or successors in the trust hereby created shall be entitled to receive reasonable and proper compensation for any labor or service performed by him or them in the discharge of said trusts in case he or they shall take possession of said premises and real and personal property and estate, or any part thereof, or shall manage the same under and consistently with the provisions of this mortgage.

And in case of the death, mental or civil incapacity or resignation of the said party of the second part, the said party of the first part shall, or in their default to take proceedings thereon for thirty days, the holders of a majority in value of the said bonds secured hereby and then still outstanding, unpaid and unconverted may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new trustee, being a resident of the State of New York, and thereupon and after his acceptance of the trust, such new trustee appointed by said Supreme Court shall become vested for the purposes aforesaid with all the right, estate, property and interest hereby conveyed to or vested in the said party of the second part without any further assurance or conveyance of the same. But if the same shall be necessary, both or either of the parties hereto shall execute and deliver any other or further releases or conveyances for that purpose, to the end that the true intent, object and meaning of this instrument may be fully and faithfully carried into effect, but it shall be optional with the said party of the first part whether the new trustee appointed by said Court shall be such agent or receiver as aforesaid, and take in charge and control the said sinking fund, as well as to fulfil and manage the other and principal trusts herein and hereby created and charged upon the said party of the second part to these presents, or whether they will nominate and appoint some other and distinct person in the manner hereinbefore mentioned, to take charge of and manage said sinking fund after the said party of the second part shall for any cause have ceased to have charge of the same.

In witness whereof the said party of the first part hath on the day and year first aforesaid by order of the Board of Directors, caused the Corporate Seal of the said Company to be affixed hereto, and these presents to be signed by their President and countersigned by their Secretary, at Milwaukee, in the State of Wisconsin, and the said party of the second part has also hereunto set his hand and seal.

In presence of: Nicht. Kellogh — W. B. Wibbard President
Robert Liefendorf — J. L. Wathaway Secretary
Corporate Seal.

State of Wisconsin,
County of Milwaukee. ss.

On this thirteenth day of February A.D. 1856, before me a Notary Public, personally came William B. Hibbard the President, and John L. Wathaway the Secretary of the Milwaukee and Watertown Rail Road Company, and acknowledged that the seal affixed to the foregoing mortgage is the Corporate Seal of the said Company, and that the foregoing mortgage was signed by the said William B. Hibbard as such President, and by said John L. Wathaway as such Secretary, by and in obedience to a resolution of the Board of Directors of said Company, and by such signing and sealing was executed as the free act and deed of the said company for all the uses and purposes therein mentioned.

Jno. Fitz Gerald
Not. Pub. Mil. Co. Wis.

Sealed in presence of
C. Reynolds
Geo. W. Cramer

I. M. Warren Trustee (Seal)

State of New York,
Rensselaer County. ss.

On this 25th day of February 1856, before me came Joseph M. Warren, one of the persons described in & who executed the foregoing instrument, and acknowledged that he executed the same.

Miles Beach
Comm. Deeds. for N.Y.

State of New York,
Rensselaer County Clerk's Office. ss.

I, Ambrose H. Sheldon, Clerk of the County of Rensselaer County, do hereby certify that Miles Beach Esq. whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, was at the time of taking such proof or acknowledgment, one of the Commissioners of Deeds for the City of Troy, in the County of Rensselaer, dwelling in said City, duly authorized to take such proof or acknowledgment. And that I am well acquainted with the handwriting of the said Commissioner, and verily believe that his signature to the said certificate of proof or acknowledgment is genuine, and that said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed the seal of said County, this 25th day of Feby A.D. 1856.

A. H. Sheldon
Clerk.

(Seal)

Recorded May 6th 1856
at 1 O'Clock P.M.

Milwaukee and Watertown Rail Road Company.

To

Farmers Loan and Trust Company. } Mortgage.

This Indenture made the first day of May in the year of our Lord One thousand eight hundred and fifty-six, by and between the Milwaukee and Watertown Rail Road Company, a corporation duly created and constituted as such by the Statutes of the State of Wisconsin, party of the first part, and the "Farmers Loan and Trust Company" of the City of New York, in the State of New York, party of the second part:

Whereas the said Company, the party of the first part, (authorized so to do by their act of Incorporation) have already constructed a Rail Road from a point on the line of the Milwaukee and Mississippi Rail Road, in the County of Waukesha, called the "Junction" to the City of Watertown, and are now undertaking to extend their road beyond Watertown to the Village of Columbus, in Columbia County, Wisconsin, and for that purpose have resolved to raise a sum of money by loan to aid in prosecuting the work, and in order to secure the payment thereof have made and executed two hundred bonds with suitable coupons annexed, to the Farmers Loan and Trust Company, who have been selected as the Trustees for that purpose, each of which bonds is for the principal sum of One thousand dollars, to wit: for the sum of two hundred thousand dollars in the aggregate, all payable to the said Farmers Loan and Trust Company or bearer, on the first day of May One thousand eight hundred and sixty-six, at the Office of the said Farmers Loan and Trust Company in the City of New York, with interest thereon at the rate of eight per centum per annum payable semi-annually at the same place on the first days of November and May in each year, on the surrender of the said coupons as they severally become due; all of which bonds bear even date herewith, all secured by this mortgage equally with no priority of day one over any other thereof as to such security, each being authenticated by the certificate of the said Trustee on the face thereof, being made convertible by the holder at his option at any time within three years from the date thereof, into the Capital Stock of said Milwaukee and Watertown Rail Road Company at par, by delivering the same with the unpaid coupons to the Treasurer. And whereas the said Company, the said party of the first part to these presents, have resolved also, the more fully to secure the payment of the various sums with the interest thereon which are secured by the said Bonds, to execute and deliver to the said Farmers Loan and Trust Company these presents.

Now therefore, this Indenture witnesseth, that the said party of the first part, in order to secure the payment of the monies, principal and interest secured by the said bonds, and in consideration of the premises, and of one dollar to them in hand paid, at or before the ensealing and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and transferred, and by these presents doth grant, bargain, sell, transfer and convey to the said party of the second part and their successors, all the property real and personal of the said party of the first part, which is hereinafter described, to wit: All of the said Milwaukee and Watertown Rail Road extending from Rock River in the City of Watertown to the Village of Columbus in Columbia County, State of Wisconsin, including the corporate name and all the legal corporate powers and functions

belonging or in anywise appertaining to the said road, or to the said Rail Road Company the party of the first part hereto, and all the privileges, rights and franchises of the said party of the first part relating thereto; also the right of way of said Company from said City of Watertown to said Village of Columbus, the said road bed and all the lands owned and occupied by said party of the first part along the line of their said road so built or to be built from Watertown to Columbus, as or for their rail-way, stations, depots, shops or other matters connected with the use and working of their said road, together with all the superstructure, rail road tracks, all rails and all other materials of every kind used or to be used thereon, all bridges, viaducts, culverts, fences, and equipments, all buildings of any and every kind or nature, for warehouses, shops or for any other purpose whatsoever held and used by said party of the first part for the use of that part of the said Rail Road hereby mortgaged, or for convenience in the working thereof, all fixtures and all materials, stone, brick, timber, iron, and all other personal property of every kind which the said party of the first part now hath or may hereafter acquire, belonging to, used upon, or in any manner appertaining to that part of the said line of Rail Road so herein mortgaged, and all present right thereto and interest therein to be acquired by the said party of the first part, and finally all tolls and income of the road so hereby mortgaged, it being the intention hereby to cover the whole of that part of said road from Rock River to Columbus as aforesaid with everything of value appertaining thereto.

To have and to hold the said premises and property, and all the estate and interest of the said party of the first part therein or thereto, and the whole thereof, with the appurtenances, unto the said party of the second part and their successors and assigns forever; in trust however for the following uses and purposes, that is to say: in case the said party of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the said Bonds so issued by the said party of the first part of even date herewith to whomsoever the same may belong at any time when the same shall become due and payable according to the tenor thereof, when demanded, then, at the expiration of sixty days from and after such default, failure, neglect or refusal, in case such principal or interest shall not have been paid, upon request of the holder of any such mortgage bond, then the said parties of the second part or their successor in this trust hereby created may enter into and upon and take possession of all or any part of said property, real and personal, and as the attorney in fact of the said party of the first part, by himself or his agents or substitutes duly constituted, occupy, hold, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all of said bonds so issued as aforesaid of even date herewith remaining unpaid, and moreover the said party of the second part, their successor in the trust hereby created or assigns, on the written request of the holders of at least one half of the said bonds of even date herewith, and then neither paid nor converted into stock shall cause the said premises, real and personal estate and property, rights and franchises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all of said mortgage bonds that may then be neither paid or converted, but still outstanding to be sold at public auction in the City of Milwaukee, in the State of Wisconsin aforesaid, or in the City of New York, after giving at least ninety days notice of the time, place and terms of such sale and of the real and personal property, and estate, rights and franchises to be sold, by publishing the same in one daily newspaper of good circulation in each of the Cities of Milwaukee and New York aforesaid, and in all and such other manner and places as shall be required by law, and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance

in fee simple of the same, which shall be a bar against the party of the first part, their assigns, and all persons claiming or to claim by, through or under them of all interest or claim in or upon said property, real and personal, rights and franchises or any part thereof, and the amount of the bid or purchase money in the said sale may be paid and satisfied wholly or in part by any of the said bonds of even date herewith and secured hereby, and the same shall be taken and received in whole or part payment and satisfaction by the party of the second part, or their successor in the trust hereby created or assigns, according to their value at the date of such sale, to be ascertained by comparing the aggregate amount of the nett proceeds of such sale with the amount of the outstanding, unpaid and unconverted bonds secured hereby as aforesaid, and the said party of the second part shall after deducting from the proceeds of such sale the costs and expenses thereof, and of managing such property, apply so much of the proceeds as shall be necessary to the payment of the said principal and interest due and unpaid on the residue of the said outstanding mortgage bonds hereby secured and not then converted nor used in payment of said bid as aforesaid, and shall pay over and restore the remainder of said proceeds of such sale to the said party of the first part or their assigns. And the said party of the first part, in consideration of the premises, doth covenant, agree and engage to and with the said party of the second part, his successors and assigns, that that portion of their said road herein and hereby mortgaged, to wit: that part extending from Rock River at Watertown to Columbus is free and clear from all incumbrances prior to this mortgage. And the said party of the first part doth hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyances of the said property, or any part thereof to the said party of the second part, their successor in the trust hereby created or assigns, for more fully carrying into effect the object hereof, and particularly for the conveyance of any rights, interests or property which shall have been acquired by said party of the first part after the date hereof, and embraced or intended to be embraced in the terms and description in this instrument, not however to cover any extension of said road beyond Columbus, or branches to said road; It is however expressly understood and agreed by and between the said parties to these presents, that nothing herein contained shall be so construed as to prevent the party of the first part from selling, using, hypothecating or in any way disposing of any City, County or Town Bonds or any mortgages or any other securities received in payment of stock or otherwise or of any lands or other property of the party of the first part not necessary to be retained for the road, ways, depot grounds, stations, shops and works now required for the construction or convenient use of the said Rail Road, nor from collecting any moneys due said party of the first part on stock subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said party of the first part from increasing their stock subscription, or from collecting and appropriating toward the construction and repair of the said Rail road so mortgaged, or any part thereof, or branches thereto, any stock subscriptions, donations or loans of money, Lands or other property which may have been or may hereafter be made for that purpose, but the said party of the first part shall have full right so to proceed without let or hindrance from the said party of the second part or their successor in the trust hereby created or assigns. And it is mutually agreed by the parties hereto, and these presents are upon the express condition that on payment of the principal and interest of all of the said bonds so secured hereby, or on the conversion thereof into stock in the manner aforesaid, the estate hereby granted to the said party of the second part, their successor

and assigns shall be void, and the rights to the premises and the real and personal estate and property hereby conveyed shall revert to and revest in the said party of the first part without any acknowledgment of satisfaction, re-conveyance, re-entry or other act; but when the principal and interest of all of said bonds so secured by these presents shall be fully paid and the said bonds duly cancelled, the said party of the second part their successor or assigns aforesaid, shall upon request of the party of the first part or assigns duly execute, acknowledge and deliver to said party of the first part or assigns, a proper and sufficient certificate of satisfaction of this mortgage entitled by law to be recorded, and shall deliver up the same to the party of the first part hereto or assigns, to be discharged of record and cancelled. And it is hereby expressly agreed and understood that in no case shall any claim or any advantage be taken of any valuation, appraisement or extension law by the said party of the first part, nor any injunction or stays of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And it is also mutually agreed that the said party of the second part, their successor in the trust hereby created and assigns, shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to their care and control, and shall not be responsible for the acts of any attorneys or agents employed by them where such agent or attorney is selected with reasonable discretion, and the said party of the second part, their successor in the trust hereby created or assigns shall be entitled to receive reasonable and proper compensation for any service or labor performed by them in discharge of said trust, in case they shall take possession of said premises, and real and personal property and estate, or any part thereof, or shall manage the same under and consistently with the provisions of this mortgage.

In witness whereof the said party of the first part hath on the day and year aforesaid, by order of the Board of Directors caused the Corporate Seal of the said company to be hereto affixed, and these presents to be signed by their President and countersigned by their Secretary, at Milwaukee, in the State of Wisconsin.

And the said party of the second part have accepted the trust hereby created and in witness thereof have caused their corporate seal to be hereto affixed, and these presents to be signed by their President and countersigned by their Secretary:

Wm. B. Wilbrand President
Milwaukee & Watertown R.R.Co.

Seal. John L. Kathaway
Secretary

Signed, Sealed & delivered
in presence of
O. F. Blount
C. Hawley.

D. D. Williamson
Pres't Farmers Loan & Trust Co
Geo. P. Fitch
Sec'y Farmers Loan & Trust Co

Seal

State of Wisconsin
Milwaukee County } ss.

On this second day of June A.D. 1856, before me personally came William B. Wilbrand the President, and John L. Kathaway the Secretary of the Milwaukee and Watertown Rail Road Company, to me known to be such officers, and

acknowledged that the Seal affixed to the annexed mortgage is the corporate seal of said Company, and that the foregoing mortgage was Signed by the said William B. Hibbard as such President, and by the said John L. Wathaway as such Secretary, in obedience to a resolution of the Board of Directors of said Company and by Such Signing and Sealing was executed as the free act and deed of said Company, for all the uses and purposes therein named.

Witness my hand and official Seal at Milwaukee the day and year above written.

Seal.

Josiah W. Brain
Notary Public County of Milwaukee
State of Wisconsin

The State of New York,
New York City & County. } ss.

On this twentieth day of June A.D. one thousand eight hundred and fifty six before me Joseph C. Lawrence, a commissioner in and for the State of New York, duly appointed and commissioned by the Governor of the State of Wisconsin to take the acknowledgement and proof of deeds and other instruments of writing under Seal, to be used or recorded in said State of Wisconsin, personally came before me D. D. Williamson, President of the Farmers Loan and Trust Company, to me known to be such officer, and acknowledged that the Seal affixed to the annexed mortgage is the corporate Seal of said company, and that the annexed mortgage was Signed by him as President, in obedience to a resolution of the Board of Directors of said Company, and by Such Signing and Sealing was executed as the free act and deed of Said Company, for all the uses and purposes therein named. -

Given under my hand and Seal the day and year above written.

Seal.

Joseph C. Lawrence
Commissioner for the State of
Wisconsin for the State of New York
64 Wall St. N. Y.

Recorded June 28. 1856.

Mineral Point Rail Road Company

State of Wisconsin } ss.
County of Iowa }

Charles Temple Chief Engineer of the Mineral Point Rail Road Company, being duly Sworn According to Law doth depose and say that the length of Said Rail Road as the Same is now located, and in progress of construction from Warren Illinois to Mineral Point Wisconsin is Thirty two and one quarter miles, and further Saith not

Charles Temple

Subscribed and Sworn to before me this 29th of July 1856.

William P. Kenny
Notary Public. Iowa Co. Wis

I do hereby certify that Charles Temple whose name is subscribed to the above affidavit is Chief Engineer of the Mineral Point Rail Road Company

L. S.

Witness my hand and the Seal of said Co at their office in Mineral Point this 29th July 1856.

William P. Kenny. Secretary
Mineral Point R.R. Co

State of Wisconsin
State Treasurers Office
Madison July 30th 1856

I hereby certify that this day Six Bonds of Five Hundred Dollars each amounting to the aggregate of Three thousand Dollars were permitted to be issued under and by virtue of the within mortgage.

Carl Nabich
Asst State Treasurer

Mortgage Milwaukee and Watertown Rail Road Company

This Indenture made the First Day of August in the year One Thousand Eight hundred and Fifty three, between the Milwaukee and Watertown Rail Road Company a Corporation duly constituted as such by the Laws of the State of Wisconsin, party of the first part, and Isaac Seymour of the City of Newyork, party of the second part. Whereas, the parties of the first part pursuant to the terms of the Statute of said State incorporating them and other Statutes of said State affecting them, are engaged in Constructing a Rail Road from a point at Bowers Mill on the Milwaukee and Mississippi Rail Road, about fourteen miles from Milwaukee, to the East bank of Rock River in the City of Watertown, in the State of Wisconsin (the said party of the first part by Articles of agreement entered into between said party and the Milwaukee and Mississippi Rail Road Company, bearing date the twenty second day of February A.D. 1853 being authorized to use and occupy the Depot and Depot grounds and the road of said Milwaukee and Mississippi Rail Road Company, from Milwaukee inclusive to said point or junction, on the terms and conditions contained in said Articles of agreement) and for that purpose is about to raise a sum of money by loan, for the purpose of purchasing and transporting Iron rails and Machinery therefor and of aiding in the Construction of said Rail Road, and in order to secure payment thereof, & repayment thereof, or repayment thereof, to execute bottom the present year certain Bonds not exceeding three hundred and Ten thousand Dollars in amount thereof, in Bonds for One thousand Dollars Dollars each, and to be numbered respectively from number one to number three hundred and Ten, inclusive to the persons or persons lending such money, or furnishing such rails & Machinery payable on the First day of September in the year One thousand Eight hundred and Sixty three, and bearing interest at the rate of Eight per centum per annum, payable semi annually on the first day day of each September and of each march ensuing the date thereof, thereof, until the principal shall be paid. Such Bonds to be dated on the First day of August A.D. 1853 and to be on an equality, so far as regards Security for the payment thereof by these presents notwithstanding the same may be issued at different times; each of said Bonds being authenticated by a Certificate signed by said party of the second part, and containing a clause permitting the holder thereof to exchange the same at par for shares of Stock in said Rail Road Company, at par, convertible any time after maturity thereof. Now therefore, this Indenture, Witnesseth, that the said parties of the first part, in order to secure the payment of said Bonds and interest, and in consideration of the sum of One Dollar to them, at the sealing and delivery hereof, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain sell, transfer and convey to the said party of the second part, his successor or successors in the trust hereby created and assigns, all the following present and in future to be acquired property of the said parties of the first part, that is to say: So much of their said Road as lies between its junction with the

Milwaukee and Mississippi Rail Road and the east Bank of Rock River at the City of Watertown aforesaid, including the right of way and land occupied by said road, together with the Superstructure and Tracks thereon, and all rails and other materials used thereon, Bridges, Viaducts, Culverts, fences, equipments, Depot Grounds and buildings thereon, Engines Tenders, Cars Tools, materials machinery, Machinery, Fastenings and all other personal property right thereto and interest therein, together with the rents and franchises appertaining to the said road, tolls, rents, and incomes to be had or levied therefrom, and all franchises, rights and privileges of the said parties of the first part, of in, to or concerning the same. Provided nothing herein contained shall be construed to prevent the party of the first part from selling, hypothecating or otherwise disposing of any City or County Bonds or other Securities received in payment of Stock or otherwise, or of any lands or other property of the Company not necessary to be retained for the Roadway, Depot Grounds Stations, or required for the Construction or convenient use of that part of said road, nor from collecting moneys due the Company on Stock Subscriptions or otherwise. Nor shall anything herein contained, be so construed as to prevent the said parties of the first part from collecting and appropriating towards the Construction use and Repair of and continuation of said Road, all Stock Subscriptions, donations, or loans of money, Lands or other property which may have been, or may hereafter be made for that purpose; but said party of the first part, shall have full right so to procure, without let or hindrance from the said party of the second part, and his successors. And the remaining portions of said Rail Road, which by the said parties of the first part may be so Constructed, shall be held in use by the said parties of the first part to their own benefit and behoof forever, so far as the claims of the said party of the second part, or his successor might otherwise be construed as in conflict therewith. It being distinctly understood, that the conveyance made by this Indenture is only for so much of the present rights interest and property or in the future to be acquired rights, interest and property of the said parties of the first part, as do or may exist in that part of said Rail Road extending from its junction with the Milwaukee and Mississippi Rail Road, to the east Bank of Rock River at the City of Watertown aforesaid.

To have and to hold the said premises and every part thereof, with the appurtenances unto the said party of the second part, his successors in said trust and assigns, upon the following trusts, that is to say: In case the said party of the first part shall fail to pay the principal or any part thereof or any of the interest, or any of said Bonds, at any time when the same may become due and payable, according to the tenor thereof, when demanded then after Sixty days after such default (in case such principal or interest shall then remain unpaid) upon request of the holder of such bond, the said party of the second part, his successors in said trust or assigns may enter into and take possession of all or any part of said premises, and as the Attorney in fact or Agent of the said parties of the first part, by himself, or Agents, or substitute, duly constituted, have use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such repairs alterations and additions apply the proceeds thereof to the

to the payment of the principal and interest of all said Bonds remaining unpaid. To the said party of the second part, his successors in said trust and assigns, as his or their discretion may or on the written request of the holders of at least one half of the Bonds then unpaid and unconverted into Stock, shall cause the said premises, or as much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid, to be sold at public Auction in the City of Milwaukie in the State of Wisconsin aforesaid, or in the City of New York, giving at least forty days notice of the time place and terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers of good circulation in each of the cities aforesaid, and wherever else required by law, and to convey to the purchaser or purchasers thereof, a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part their successors and assigns, and all persons claiming under them, of all right interest or claim in the said premises, or any part thereof.

And it is further agreed, after deducting from the proceeds of said sale the cost and expenses thereof, and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds, and shall render the residue thereof to the parties of the first part.

It being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement, or extension laws by the said parties of the first part, nor any injunction or stay of proceedings or any process be applied for to obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part, hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance of the premises or any part thereof, to the party of the second part, his successors in said trust and assigns for more fully carrying into effect the object hereof particularly in the conveyance of any property subsequently to the date hereof acquired by said parties of the first part, and comprehended in the description contained in the premises.

And the said parties of the first part hereby further covenant as aforesaid, that the money borrowed for the purposes aforesaid upon the security of said bonds shall be faithfully applied to the purchase and transportation of Iron rail and Machinery, and for the construction of said road, and the expenses attending such loan and purchase; and that said Rail Road and Machinery so purchased shall be transported and laid with due diligence in the construction finishing and furnishing of said Rail Road.

And it is hereby mutually agreed, and these presents are upon this express condition, that upon payment of Principal and interest of said Bonds, or the conversion thereof into Stock in manner aforesaid, the Estate hereby granted to the said party

of the second part shall be void, and the right to the premises hereby conveyed, shall revert to and revest in the said parties of the first part, without any acknowledgement of satisfaction, release, or other act.

And it is also further mutually agreed that the said party of the second part, his successors in said trust and assigns shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him or them, when such agents is selected with reasonable discretion; and that said party of the second part, his successors in said trust or assigns, shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust, and he shall be compelled to take possession of said premises or any part thereof, or manage the same.

And it is further mutually agreed that in case of the death, mental incapacity, or resignation of the said party of the second part, all his estate, right interest, power or control in the premises shall be directed, ceased and determined; and the same shall from thenceforth, for the purposes aforesaid be vested in and all and every the trusts and duties herein before mentioned and enumerated shall devolve upon Ethan Ferris Bishop of Ridgeport in the State of Connecticut, without any further or other assurance or conveyance of or in the same.

And in case of the death mental incapacity or resignation of the said Ethan Ferris Bishop, after the trust hereby created shall devolve upon him, the said parties of the first part shall, on their default to take proceedings therefor for thirty days the holders of a majority of said bonds may apply to the Supreme Court of the State of Wisconsin, to appoint a new trustee, being a resident of the City of Newyork, to supply his place; and thereupon such new trustee shall become vested for the purposes aforesaid with all the rights and interests hereby conveyed, or vested in the said party of the second part without any further assurance or conveyance for the same, but if the same shall be necessary, both of the parties hereto shall execute any necessary releases or conveyances for that purpose.

In testimony whereof the parties of the first part have caused their corporate seal to be affixed hereto, and these presents to be subscribed by their President, and the said party of the second part has set his hand and seal, the day and year first above written.

L. S.

Sealed and delivered in presence of

N Doubleday
Wm Brooks

John L Pickard
President of the Milwaukie
and Watertown Rail Road Company

Over.

State of Wisconsin
County of Milwaukee } ss

Be it remembered that on this 13th day of September AD 1853. personally came before me John S Rockwell to me known, and acknowledged that he had executed the foregoing Indenture in the capacity of President of the Milwaukee and Watertown Rail Road Company freely, voluntarily for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and seal notarial the day and year above written

Joshua Wadsworth
Notary Public
City of Milwaukee

Recorded Sept 20th 1856 Examined from
John W Hunt
Asst Secy

Mortgage.

The Milwaukie and Mississippi Rail Road Company.

This Indenture made the First day of July in the year of our Lord One Thousand Eight Hundred and Fifty Six by and between, The Milwaukie and Mississippi Rail Road Company, a corporation duly constituted as such by the Laws of the State of Wisconsin parties of the first part, and Isaac Taylor of the City of New York party of the second part.

Whereas the parties of the first part, pursuant to the terms of the Statute of the said State of Wisconsin incorporating them and other Statutes of said State affecting them are engaged in constructing a Rail Road from the city of Janesville to the Mississippi River in the State of Wisconsin aforesaid and formerly known as the Southern Wisconsin Rail Road Line and for that purpose in part have resolved to raise a sum of money by loan for purchasing & transporting iron Rails and machinery therefor and for aiding the construction of said Rail Road, and in order to secure payment therefor or payment thereof to issue certain Bonds with interest warrants or Coupons attached not exceeding Five Thousand dollars per mile on the entire length of the said line of the Road of said Company in the said State of Wisconsin extending from the City of Janesville aforesaid to the Mississippi River and formerly known as the Southern Wisconsin Rail Road as aforesaid, it being understood and hereby expressly stipulated by the said parties of the first part, that Bonds amounting to the sum of Three Hundred and Fifty Thousand Dollars only shall be issued until all that section or portion of the said Road extending from Janesville to Monroe shall have been built and constructed. All of said Bonds to be issued hereunder shall be of the denomination of One Thousand Dollars each and be numbered consecutively beginning at Number (1) One, and be issued and delivered to the person or persons lending said money or furnishing such rail or machinery and be made payable at the American Exchange Bank in the City of New York on the first day of July in the year of our Lord One Thousand Eight Hundred and Eighty Six and bearing interest from the first day of July One Thousand Eight Hundred and fifty Six at the rate of Eight per centum per annum payable Semi Annually on the first days of each January and of each July ensuing the date thereof in the City of New York until the principal be paid. Said Bonds to be dated on the First day of July One Thousand Eight Hundred and fifty Six and to be on an equality so far as regards security in the payment thereof by these presents, notwithstanding the same may be issued at different times, each of said Bonds being authenticated by a Certificate signed by the said party of the second part.

Now therefore this Indenture witnesseth that the said parties of the first part in order to secure the payment of said Bonds and interest and in Consideration of the sum of One Dollar to them at the sealing and delivery hereof in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold conveyed transferred and by these presents do grant, bargain, sell, convey &

and convey to the said party of the second part his successor or successors in the trust hereby created, and assigns all the following Real and Personal property and estate of the said parties of the first part that is to say All of that said Road lying within and between the said City of Janesville and the east bank of the Mississippi River in the State of Wisconsin aforesaid and formerly known as the Southern Wisconsin Line of Rail Road including the rights of way and lands occupied by said Road within and from the said City of Janesville to the East Bank of the Mississippi River together with the superstructure tracks thereon and all Rails and other materials used thereon, bridges viaducts, culverts fences equipments necessary depot grounds and buildings thereon belonging to the parties of the first part, and all rolling stock, Engines, tenders cars tools, materials machinery fixtures, and all other personal property appertaining to said last mentioned Line of Road from Janesville to the Mississippi River and now belonging to the parties of the first part or hereafter to be acquired by them and all rights title and interest therein and also all future right title and interest therein to be acquired by the parties of the first part together with the name and functions appertaining to the said last mentioned Line of Road from Janesville to the Mississippi River, tolls rent and income to be thereafter from and all corporate and other franchises, rights and privileges of the said parties of the first part of and to or concerning the same. But nothing herein contained shall be so construed as to prevent the parties of the first part from selling by public or private sale or otherwise disposing of any City or County Bonds or State Mortgage or other securities received in payment of Stock or otherwise for said last mentioned Line of Rail Road or of any lands or other property of the parties of the first part not necessary to be retained for the construction or convenient use of said last mentioned Line of Rail Road nor from collecting moneys due the said Company on Stock Subscriptions or otherwise, nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction use and repair of the said last mentioned Line of Rail Road and of every part thereof all Stock Subscriptions, donations, or loans of money, lands, or other property which may have been or may hereafter be made for that purpose, but the said parties of the first part shall have full right to proceed without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns. And the said parties of the first part hereby further covenant and agree to & with the said party of the second part his successor or successors in the trust hereby created or assigns, that for the further security and ultimate redemption of the said Mortgage Bonds to be issued by virtue of this Mortgage they will annually on or before the last Saturday of December in each year as herein after particularly mentioned until the principal of said Bonds is fully paid, set apart and appropriate from the earnings of the said Road for the preceding twelve months and deposit with the "United States Trust Company of New York" an incorporate institution located and doing business in the City of New York with successor, which said United States Trust Company of New York, with successor is hereby

made constituted and appointed the Trustee or Trustees of the parties hereto and of all the holders of the Mortgage Bonds to be issued by virtue of this Mortgage as aforesaid for the purposes hereinafter mentioned the just and full sum of one per cent on the full par value of all and any Bonds which shall or may have theretofore been issued by virtue of the several provisions of this Indenture which deposit together with the accumulation of interest thereon will from a capital sufficient to pay and discharge the entire principal of all the Mortgage Bonds contemplated to be issued from time to time by virtue of the several provisions of this Mortgage on or before the maturity of the said Bonds the first setting apart & appropriation of said Sinking fund to be made and deposited on the last Saturday of December next ensuing the several issues of Bonds as aforesaid, but should there happen any such delay in the issuing of the aforesaid Bonds or any part thereof whereby the said One per Cent deposit should by reason of such delay be inadequate to redeem such Bonds or any part thereof at their maturity as contemplated Surely in that case the parties of the first part hereby Covenant that they shall and will make such annual additions to the principal of said Sinking fund deposit of one per cent as will with the accumulated interest thereon from a capital sufficient to supply any deficiency caused by such delay, and the said Sinking fund & several sums of money thus set apart and appropriated with all accumulations of interest shall as soon as practicable thereafter be laid out and invested by the said United States Trust Company with successor in the purchase of the Mortgage Bonds to be issued under this mortgage whenever any or either of the said Mortgage Bonds can be purchased at or under par. And the accrued interest on the same at the date of the purchase. In case the Securities of the said Company by the Specified Covenants hereinbefore or purchased on the terms aforesaid, then and in that case the said United States Trust Company or its Successor shall from time to time invest the said fund under the advice and direction of the Board of Directors of the parties of the first part in such other securities as shall be deemed most safe and profitable for the parties of the first part provided however that the obligation of the parties of the first part to make such annual deposits to the said Sinking fund as aforesaid shall cease and determine as soon as the funds and securities placed in the hands of the said United States Trust Company or its Successor shall with the accumulation of interest thereon from a capital sufficient to pay and discharge at the maturity thereof all the outstanding Bonds issued hereunder. The said United States Trust Company with successor shall at all times keep a proper & correct register and account of the said several securities and funds & the rents by them as aforesaid and belonging to the said Sinking fund for the inspection and examination of the parties hereto and of any of the Stockholders or Bond holders of the Bonds shall annually the Trustee during the continuance of the said trust render to the parties hereto a written statement showing the true state and condition of the said Sinking fund, and when any of the said Securities of the parties of the first part shall have been purchased

for the use of the sinking fund the same shall as soon as paid and be cut Cancelled and retired by the said United States Trust Company or its successor & held and returned by them at the expiration of their trust. The interest Coupons on said purchased Bonds are however to be regularly paid to the said United States Trust Company or its successor by the parties of the first part in the same manner as if held and owned by a third party for value. The parties of the first part hereby reserve the right to dispute and revoke the aforesaid appointment of the said United States Trust Company & successor or successors and from time to time in case of the removal or resignation of any such Trustee or Receiver hereunder or otherwise to appoint and substitute as a new Trustee or Receiver any other incorporated institution located & doing business in the said City of Milwaukee and deemed by them fit and suitable for that purpose and said new Trustee or Receiver or the successor thereof shall be vested with all the right estate, powers, and privileges hereby conveyed to or vested in the said United States Trust Company. And the said United States Trust Company or its successor shall upon request forthwith assign, transfer and deliver to said substituted Trustee or Receiver all the funds property and securities belonging to the said Sinking fund so deposited with and held by them as aforesaid

The said United States Trust Company or its successor shall apply the funds and available securities in their hands to the payment and redemption of the said Mortgage Bonds issued hereunder at their maturity rendering the overplus if any to the parties of the first part & their assigns

To have and to hold the said premises real and personal estate and property and every part and parcel thereof with the appurtenances unto the said party of the second part his successor or successors in the trust hereby created, and assigns upon the following trusts that is to say In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any of the said Mortgage Bonds & the issued hereunder whether the same belong to third parties or to the said Sinking fund at any time when the same shall become due and payable according to the tenor thereof when demanded, or in case the parties of the first part shall neglect or refuse to set apart, appropriate and deposit with the said United States Trust Company or its successor the said several sums of money or any or either of them for the purpose of a Sinking fund at the times and in the manner hereinbefore particularly set forth and provided, then at the expiration of Sixty days from and after such default failure neglect or refusal in case such principal or interest shall not have been paid, and such payments and appropriations to the said Sinking fund shall not have been made upon request of the holder of any of such mortgage Bonds or upon request of the said United States Trust Company or its successor the said party of the second part his successor or successors in the trust hereby created or assigns may enter into and upon and take possession of all or any part of said premises real and personal estate & property and as the attorney in fact or agent of the said parties of the first part by himself or agent or substitute duly constituted have use and employ the same making from time to time all needful repairs alterations and additions thereto and after deducting the expenses of such use and repairs alterations and additions and applying the proceeds thereof to the payment of the principal and interest of all said Bonds issued hereunder remaining unpaid. And the said party of the second part his successor or successors in the trust hereby created or assigns shall out of the net income thereof pay to the holders of the outstanding Mortgage Bonds issued hereunder and then each one half of the said Mortgage Bonds issued hereunder and then outstanding unpaid and not purchased and deposited for the sinking fund as aforesaid and the said premises real and personal estate and property rights and franchises or so much thereof as may be necessary to pay and discharge the principal and interest of all said Mortgage Bonds as may be then unpaid and not purchased and deposited as aforesaid to be sold at Public Auction in the City of Milwaukee in the State of Wisconsin aforesaid or in the City of New York giving at least Ninety days previous notice of the time place and terms of such sale and of the real and personal property and estate, rights & franchises to be sold by advertising the same in two newspapers of good circulation published in the City of Milwaukee, and also in two newspapers of good circulation published in the City of New York aforesaid, and whenever requested by law, and to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part their successors and assigns and against all persons claiming under them of all right interest or claim of in or to said premises real and personal estate and property rights and franchises or any part thereof. The amount of the bid or purchase money on the said sale may be paid and satisfied in whole or in part by the outstanding Mortgage Bonds or of any of them issued hereunder and the same shall be taken and received in whole or part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the net amount arising from said sale together with the amount of unapplied cash assets belonging to the Sinking fund as compared to the amount of the outstanding unpurchased bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property apply so much of the proceeds thereof as may be necessary to the payment of said principal and interest due & unpaid on the outstanding Mortgage Bonds issued hereunder and not purchased for the Sinking fund, on account of said Bid as aforesaid and shall pay over and deliver the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part nor any injunction or stay of proceedings nor any proof be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said parties of the first part hereby Covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully carrying into effect the objects hereof particularly

for the conveyance of any right interest or property subsequently to the date hereof acquired by the parties of the first part and comprehended or intended so to be in the description terms of this instrument.

And the said parties of the first part hereby further covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of the said Mortgage Bonds to be issued hereunder shall be faithfully applied to the purchase and transportation of Iron Rails and Machinery and for the construction of said Line of Rail Road and the equipping attending such Road and purchase, and that said Rails and machinery so purchased shall be transported and laid with due diligence in the construction finishing and furnishing said Rail Road from the City of Janesville to the Mississippi River in the State of Wisconsin aforesaid.

And it is mutually agreed and these presents are upon this express condition that on payment of the principal and interest of said Mortgage Bonds issued hereunder the estate hereby granted to the said party of the second part his successor or successors in the trust hereby created and assigns shall cease and the right to the premises and real and personal estate and property hereby conveyed shall revert to and vest in the said parties of the first part without any acknowledgement of satisfaction release and re-entry or other act, but when the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid and the said Bonds duly cancelled the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this Mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied, cancelled, and discharged of record.

And it is further mutually agreed that the said party of the second part his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his or their care control and authority and shall not be responsible for the act of any agent or attorney employed by him or them when such agent or attorney is selected with reasonable discretion, and that the said party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or service performed by him or them in the discharge of his trust or in case he or they shall be compelled to take possession of said premises and real and personal property and attend to any part thereof or to manage the same.

And it is further mutually agreed that in case of the death mental or civil incapacity or resignation of the party of the second part, all his estate, right, interest, power and control in the premises shall be devested cease and determine and the same shall from thence forth for the purposes aforesaid be devolved upon and vested in and all and singular the trusts and duties herein before mentioned and

and enumerated shall be conferred upon and assumed by Francis B Cutting of the City of New York aforesaid, a Counsellor at Law, without any other or further assurance or conveyance of or for the same except that on the happening of either of the above named contingency the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance as such substitute. And in the case of the non acceptance death, mental or civil incapacity or resignation of the said Francis B Cutting, or of the said several trusts hereby created shall become devolved on him, the said parties of the first part, shall cause to be instituted proceedings therefor in thirty days the holders of a majority of the said outstanding Mortgage Bonds to be issued hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a substitute being a resident of the City of New York and thereupon and upon his acceptance of the trust such new Trustee shall become vested for the purposes aforesaid with all the rights estate property and interest hereby conveyed or vested in the said party of the second part without any further assurance or conveyance of the same. But if the same shall be necessary by the or either of the parties hereto shall execute and deliver any other or further release or conveyance for that purpose to the end that the true intent object and meaning of this Instrument may be fully and faithfully carried into effect.

In Witness Whereof the said parties of the first part on the day and year first aforesaid by virtue of certain resolutions of their Board of Directors duly passed have caused to be hereto affixed their corporate Seal, and these presents to be signed by their President and Countersigned by their Secretary at Milwaukee in the said State of Wisconsin. And the said party of the second part has also hereunto set his hand and Seal

Milwaukee & Mississippi Rail Road Co
by John Catlin President
Attest John Plumbe Secretary

Sealed and delivered in the presence of
J C Kemper
Edward L Walton
Attempts to execution by parties of the first part
Jesse Seymour, Wisconsin (Seal)

J C Lawrence asst
John I Kid asst

State of Wisconsin
City and County of Milwaukee } ss

On this fifth day of September One Thousand eight hundred and fifty, &c

Before me the subscriber personally appeared John Catlin and William Plumbe to me known to be the same persons described in and who executed the foregoing Indenture and they respectively acknowledged the execution of the same as President and Secretary of the Milwaukee and Mississippi Rail Road Company and the said John Catlin and William Plumbe being by me severally sworn did depose and say as follows. The said John Catlin did say that at the date and execution

of the foregoing Indenture was the President of the said Rail Road Company and was duly authorized by order of certain Resolutions passed by the Board of Directors of said Company to execute the same and to cause to be thereto affixed the Corporate Seal of the said Company and that he knew the Seal of the said Company and that the Seal thereto affixed is the genuine Seal of said Company and the said William Kinsley did say that at the date and execution of the foregoing Indenture he was the Secretary of the said Company and was duly authorized by order of certain Resolutions passed by the Board of Directors of said Company to execute the same and to affix thereto the Corporate Seal of the said Company, that he knew the Seal of the said Company and that the Seal thereto affixed is the genuine Seal of said Company

L.S.

P. E. Krueger
Not. Public
Milwaukee Co

State of New York
Niagara County } ss.

Be it Remembered that on this Tenth day of September A.D. One Thousand Eight hundred and fifty Six before me Joseph C. Lawrence a Commissioner in and for the State of New York appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of deeds and other instruments of writing under Seal to be used in Courts in said State of Wisconsin personally came Isaac Seymour to me personally known to be the person described in and who executed this within Instrument of writing as Trustee & acknowledged that he had executed the same as and for his act and deed as Trustee for the purposes therein mentioned

L.S.

Given under my hand and official Seal
this day and year above written

Joseph C. Lawrence
Commissioner for the State of Wisconsin in
and for the State of New York
residing at Niagara New York

Recorded Friday Sept 26th 1856 at 2 3/4 P.M.
John K. Hunt
Dpt. Secretary.

Milwaukee and Horicon Rail Road Company.

Release of Mortgage.

Whereas, it satisfactorily appears, that according to the provisions of an act of the Legislature of the State of Wisconsin entitled "An act to authorize certain counties and towns to aid in the construction of the Milwaukee and Horicon Rail Road", Approved April 1st A.D. 1854, the town of Berlin, in the county of Marquette, was authorized to issue Bonds to the Milwaukee and Horicon Rail Road Company, in the aggregate to the amount of One hundred thousand dollars, - and that also the town of Ceresco, in the county of Fond du Lac, was authorized to issue Bonds to the same Rail Road Company, in the aggregate to the amount of fifty thousand dollars, and whereas, it also appears that the said Rail Road Company, by the provisions of the said recited act, were authorized to execute and deliver to the several and respective towns named in the said act, the Bonds of the said Rail Road Company, in exchange for the Bonds of the said several and respective towns named in the said act, - the said Bonds to be made payable to the Treasurer of the State, and his successors in office, and the said Bonds to be secured in the payment thereof by a mortgage to be executed by the said Rail Road Company to the State Treasurer and his successors in office, in trust for the use and benefit of the holders of any and all of said Bonds. And whereas, it also appears that by the provisions of an act of the Legislature of the State of Wisconsin, and approved March 31st 1856 entitled "An act to amend an act entitled "An act to authorize certain Counties and towns to aid in the construction of the Milwaukee and Horicon Rail Road, Approved April 1st 1854", the Supervisors of the several towns that have exchanged Bonds with the Milwaukee and Horicon Rail Road Company in pursuance of the provisions of the said last mentioned act, are authorized to cancel and return to said Rail Road Company the Bonds of said Company, and receive therefor a number of shares of the Capital Stock of said Company equal in amount to the amount of the Bonds surrendered, and it is also provided by the terms of the said recited Act approved March 31st A.D. 1856, whenever the said Rail Road Company shall furnish the Treasurer of the State of Wisconsin, certificates from the Clerks of the towns that have exchanged Bonds with the Milwaukee and Horicon Rail Road Company, in pursuance of the act to which this is amendatory, that the Bonds of the said Rail Road Company issued to said towns have been cancelled and returned to said Company, it shall be the duty of said Treasurer to cancel and discharge the mortgage on said Rail Road executed to him under said Act to which this is amendatory, and to furnish said Rail Road Company with a certificate of such cancellation and discharge. And whereas, it also appears from the certificate of John L. Taylor, Town Clerk of the town of Berlin, in the County of Marquette that the Bonds of the said Rail Road Company, issued to the said town of Berlin, to the amount of One hundred thousand dollars, have been cancelled and returned to the said Rail Road Company; and it also appears from the certificate of J. V. Fitch, Town Clerk of the town of Ripon (formerly Ceresco) in the County of Fond du Lac, that the Bonds of the said Rail Road Company issued to the said Town of Ceresco, to the amount of Fifty thousand dollars have been cancelled and returned to said Rail Road Company.

Now therefore, I, Charles Kuehn, State Treasurer of the State of Wisconsin, in pursuance of the provisions of the within recited Act of the Legislature, and in conformity with the proofs to me exhibited as above set forth, do hereby cancel and discharge the Mortgage executed to my predecessor in office by the Milwaukee and Horicon Rail Road Company, so far and in the extent to which the same relates with respect to the two several amounts above mentioned, to wit: One hundred thousand dollars to the town of Berlin, in Marquette County, and Fifty thousand dollars to the town of Ripon (formerly Ceresco) in Fond du Lac County.

In witness whereof I have hereunto set my hand, and caused the seal of the Treasury Department to be hereto affixed, at Madison, this Eighteenth day of December, in the year of our Lord One

thousand eight hundred and fifty six.

Seal

Charles Kuehn
State Treasurer.

Countersigned
John W. Hunt
Asst Secretary of State.

Recorded Dec. 18. 1856.
at 2 o'clock P. M.

Cancelled May 19th 1859 See page 207

Milwaukee & Beloit Rail Road Company
Mortgage

This Indenture made this First day of January in the year One Thousand eight hundred and fifty seven, between the Milwaukee and Beloit Rail Road Company, a corporation duly constituted by the Laws of the State of Wisconsin party of the first part, and the Farmers Loan and Trust Company of the City of New York, in the State of New York, party of the second part. Witnesseth, Whereas, the said Milwaukee and Beloit Rail Road Company in pursuance of their corporate powers are now engaged in constructing a Rail Road from the City of Milwaukee, to the City of Beloit, and for that purpose in part, have resolved to raise a sum of money, by loan for the purpose of purchasing Iron Rail and machinery therefor, and of aiding in the construction of said Rail Road, and putting the same into operation, and for the objects and purposes aforesaid, and in order to secure the payment and satisfaction of the moneys to be raised as aforesaid it is proposed and intended by the said party of the first part, to execute, issue and deliver Three hundred and Twenty (320) Bonds, or writings obligatory, each for the sum of One thousand Dollars ($1000) to be numbered respectively from No One (1) to No Three Hundred and twenty (320) inclusive, which Bonds are to be in the following form.

United States of America
State of Wisconsin

No $1000.

Milwaukee and Beloit Rail Road Company
Mortgage and Convertable Bond

Secured on all that portion of their Road, property and fixtures lying and employed between the City and County of Milwaukee, and the Village of East Troy, in the County of Walworth and State of Wisconsin.

Know all Men by these Presents that the Milwaukee and Beloit Rail Road Company is indebted to or Bearer in the sum of One Thousand Dollars lawful money of the United States of America, which the said Company promise and agree to pay the said or Bearer, on the first day of January AD One Thousand Eight hundred and Eighty two, at the office of the Farmers Loan and Trust Company in the City of New York with interest thereon at the rate of Eight per centum per annum payable Semi annually at the same place on the first days of July and January respectively in each year, on the surrender of the annexed Coupons, as they severally become due. And the said Rail Road Company, also agree to transfer to the holder hereof on the first days of July and January in each and every year within five years from the date hereof when the holder elects to receive the same, on the delivery of this obligation, and the unpaid aforesaid Coupons hereto annexed, to the Trustee, or to the Treasurer of said Company, Ten Shares of One Hundred Dollars each in the Capital Stock of said Company in exchange and satisfaction of this obligation. This Bond is one of a series of Three Hundred and Twenty of the same amount tenor, and date, executed and issued in conformity, with an act of the Legislature of the State of Wisconsin, passed and put into force the Tenth day of October AD One Thousand Eight Hundred and fifty six, and in pursuance of resolutions passed by the Board of Directors of the said Company on the Tenth day of December of the same year authorizing Bonds to be issued amounting in the

aggregate to Three Hundred and Twenty Thousand Dollars, and the holder thereof is entitled to the security derived from a mortgage bearing date the First day of January A D One Thousand Eight Hundred and fifty seven and duly recorded in the office of the Secretary of State of the State of Wisconsin, in accordance with said Legislative Act, upon the said Company's line of Road from the City and County of Milwaukie, to the Village of East Troy in the County of Walworth, and State of Wisconsin, including Depot Grounds, Depots, Machinery, Rolling Stock, and Fixtures, and all the Right privileges and appurtenances thereto pertaining, specified and delivered to the said Farmers Loan and Trust Company, in trust to secure the payment of the principal and interest of said Bonds

In testimony Whereof the said Company have hereunto caused to be affixed their Corporate Seal, and these Presents to be subscribed by their President and countersigned by their Secretary, at Milwaukie in the State of Wisconsin by order of the Board of Directors this first day of January One Thousand Eight Hundred and fifty seven

Corporate seal of the Company

(Signed) Alanson Hill President

(Signed) A C Babcock Secretary

(Fifty Coupons Annexed)

Now therefore this Indenture Witnesseth, that the said Milwaukie and Beloit Rail Road Company in consideration of the premises and in order to secure the payment of the said Bonds and interest thereon accruing, and in consideration of One dollar paid to the said Company by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell transfer and convey to the said party of the second part all their said Road from its Eastern termination in the City of Milwaukie, to the Village of East Troy in the County of Walworth, being Forty two miles in distance, being constructed and to be constructed, together with all and singular the Railways, and premises occupied, or to be, for the right of way, within the limits aforesaid, together with Bridges Fences, privileges, right, and Real Estate, owned by said Company for the purposes of said Road, or which may hereafter be acquired, or owned by them within the limits aforesaid, and all the tolls, income, issues and profits, to be had from the same, and all lands used for and occupied within the limits aforesaid by Depots or Stations, with all buildings standing thereon, or which shall be procured thereon, together with all Locomotives, Engines, and Tenders, Passenger Cars, and Freight Cars, Shops, Docks and Machinery now owned or hereafter to be acquired by said Company and in any way belonging or appertaining to said Rail Road, within said limits, and all its Right, credits and franchises thereunto appertaining. But nothing herein contained shall be so construed as to prevent the said party of the first part from selling, hypothecating or otherwise disposing of any City, County, or Town Bonds or other Securities received in payment of Stock or otherwise, or of any lands or other property of said Company not necessary to be retained for the Roadway, Depots and Stations, now required for the construction or convenient use of that part of

said Road, nor from collecting monies due said Company on Stock Subscriptions or otherwise, nor shall any thing herein contained, be so construed, as to prevent the said party of the first part, from collecting and appropriating towards the construction use, and repair, of the remaining part of said Road South Westerly towards the Mississippi River, all Stock Subscriptions, donations or loans of money, Lands or other property, which may have been, or may hereafter be made, for that purpose but said party of the first part shall have full right so to proceed without let or hindrance from the said party of the second part

To have and to hold the said premises, Real and personal estate, and property and every part thereof, with the appurtenances unto the said party of the second part their Successors, and assigns forever upon the following trusts that is to say:

In case the said party of the first part shall fail to pay the principal, or any part thereof, or any part of the interest of any of said Bonds, at any time when the same may become due, and payable according to the tenor thereof, when demanded, then after Sixty days after such default in case such principal and interest shall then remain unpaid, the said party of the second part their Successors, or assigns, may and shall on the written request of the holder of at least one half of the Bonds then unpaid and unencumbered with Stock, cause the said premises, property and effects, hereby mortgaged or intended so to be, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said Bonds, as may be then unpaid and accounted as aforesaid to be sold at Public Auction in the City of Milwaukie in the State of Wisconsin, or in the City of New York giving at least forty days notice of the time and place and terms of such Sale and of the specific property to be sold, by publishing the same in two Newspapers of good circulation in each of the cities aforesaid, and wherever else required by law, and execute to the purchaser or purchasers thereof, a good and sufficient deed of Conveyance in fee simple of said premises, and such other instruments as may be necessary or proper for the property or effects so sold. which shall be a bar against the said party of the first part their successors or assigns and all persons claiming under them, of all right, interest, or claim in or to said premises, property or effects or any part thereof.

And the said Trustee shall after deducting from the proceeds of said Sale the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said Bonds and shall restore the residue thereof to the said party of the first part, their Successors, or assigns it being hereby understood that in no case shall any claim or advantage be taken of any valuation, appraisement or redemption laws, by the said party of the first part on any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or Sale as aforesaid

And the said party of the first part hereby Covenants for the consideration aforesaid to execute and deliver any further reasonable and necessary Conveyance of the premises property, or effects hereby, mortgaged or intended so to be, or any part thereof to the said party of the second part, their successors or assigns for more fully carrying into effect the objects thereof, particularly for the Conveyance of any property or effects subsequently to the date thereof acquired by said party of the first part, and hereby intended to be mortgaged as herein before specified

And the said party of the first part hereby for the covenant as aforesaid that the money borrowed for the purposes aforesaid upon the Security of said Bonds, shall be faithfully applied to the purchase and transportation of Iron Rails and Machinery, and for the construction and extension of said Road and the expenses attending such loan and purchase, and that said Rails and Machinery, so purchased shall be transported and used with due diligence in the construction, finishing and furnishing of said Rail Road

And it is hereby mutually agreed that these presents are upon this express condition that on payment of Principal and interest of said Bonds at the time therein specified for the payment thereof, or the conversion thereof into Stock in manner aforesaid, the estate hereby granted to the said party of the second part shall be void, and the right to the premises, property and effects hereby conveyed, or granted, shall revert to and revest in the said party of the first part without any acknowledgement of Satisfaction, Reconveyance, Release or other Act

And it is further mutually agreed that the said party of the second part their successors or assigns shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the Acts of any agent employed by them, when such agent is selected with reasonable discretion, and that said party of the second part their successors or assigns shall be entitled to receive proper compensation for any labor or service performed by them in the discharge of their trust in case they shall be compelled to take possession of said premises or any part thereof or manage the same

Seal of the Milwaukee & Beloit R.R.

In witness whereof the said parties of the first part, on the day and year aforesaid have hereunto caused to be affixed their Corporate Seal, and these presents to be signed by their President and countersigned by their Secretary at Milwaukee, Wisconsin, and the said party of the second part have hereunto affixed their Corporate seal and caused their President to sign the same

Horatio Nice Pres't
N O Babcock Secretary

D D Williamson
Pres't
Farmers Loan & Trust Co
New York

Seal

State of Wisconsin } ss
County of Milwaukee } ss Be it remembered that on this first day of January A D 1857 personally appeared before me the above named Horatio Nice known to be the President of the Milwaukee & Beloit Rail Road Company and the person who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed for the purposes and uses therein mentioned of the said Milwaukee & Beloit Rail Road Company

Robt K Nevitt
Notary Public
Milwaukee Wis

Seal

State of New York
New York City and County } ss

Be it remembered that on this Fifth day of January A D One Thousand Eight hundred and fifty Seven before me Joseph C Lawrence a Commissioner in and for the State of New York, duly appointed by the Governor of the State of Wisconsin residing in the city of New York, to take the acknowledgment and proof of deeds and other instruments of writing under Seal to be used and recorded in said State of Wisconsin, personally came D D Williamson to me personally known to be the President of the Farmers Loan and Trust Company and the person who executed the within Instrument and who acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned Witness of the same Farmers Loan and Trust Company

Given under my hand and official seal this day and year above mentioned

Seal

Joseph C Lawrence
Commissioner for the State of Wisconsin
for the State of New York

Recorded Janry 12. 1857 & examined & compared
John H Hunt Asst Secy

La Crosse and Milwaukee Rail Road Company

Deed of Trust made this thirty first day of December in the year of our Lord One thousand eight hundred and fifty six (1856) Between the La Crosse and Milwaukee Rail Road Company, a corporation created by the Legislature of the State of Wisconsin, party of the first part, and Greene C. Bronson, James T. Soutter, and Shepherd Knapp, Trustees as after mentioned, all of the City and State of New York, parties of the second part. ——————

Whereas the Congress of the United States, by an Act approved June 3d 1856, entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State" did enact as follows — "Section 1. Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That there be, and is hereby, granted to the State of Wisconsin, for the purpose of aiding in the construction of a rail road from Madison, or Columbus, by the way of Portage City to the St. Croix river or lake, between townships twenty-five and thirty-one, and from thence to the west end of Lake Superior; and to Bayfield; and also from Fond du Lac, on Lake Winnebago, northerly to the State line, every alternate section of land designated by odd numbers, for six sections in width on each side of said roads, respectively. But in case it shall appear that the United States have, when the lines or routes of said roads are definitely fixed, sold any sections or parts there of granted as aforesaid, or that the right of pre-emption has attached to the same, then it shall be lawful for any agent, or agents, to be appointed by the Governor of said State, to select, subject to the approval of the Secretary of the Interior, from the lands of the United States nearest to the tier of sections above specified, as much land, in alternate sections, or parts of sections, as shall be equal to such lands as the United States have sold or otherwise appropriated, or to which the right of pre-emption has attached, as aforesaid, which lands thus selected in lieu of those sold, and to which pre-emption has attached as aforesaid, together with the sections and parts of sections, designated by odd numbers as aforesaid, and appropriated as aforesaid) shall be held by the State of Wisconsin for the use and purpose aforesaid: Provided, That the lands to be so located shall in no case be further than fifteen miles from the line of the roads in each case, and selected for and on account of said roads: Provided further, That the lands hereby granted, shall be exclusively applied in the construction of the road for which it was granted and selected, and shall be disposed of only as the work progresses, and the same shall be applied to no other purpose whatsoever. And provided further, That any and all lands reserved to the United States by any Act of Congress, for the purpose of aiding in any object of internal improvement, or in any manner for any purpose whatsoever, be, and the same are hereby reserved to the United States from the operation of this act, except so far as it may

be found necessary to locate the route of said rail road through such reserved lands, in which case the right of way only shall be granted, subject to the approval of the President of the United States. ——————

Sec. 2. And be it further enacted, That the sections and parts of sections of land which, by such grant, shall remain to the United States, within six miles on each side of said roads, shall not be sold for less than double the minimum price of the public lands, when sold; nor shall any of the said lands become subject to private entry until the same shall have been first offered at public sale at the increased price. —

Sec. 3. And be it further enacted, That the said lands hereby granted to said State shall be subject to the disposal of the legislature there of for the purposes aforesaid, and no other; and the said rail roads shall be and remain public highways for the use of the government of the United States, free from toll or other charge upon the transportation of property or troops of the United States. —

Sec. 4. And be it further enacted, That the lands hereby granted to said State shall be disposed of by said State only in the manner following, that is to say: That a quantity of land not exceeding one hundred and twenty sections, and included within a continuous length of twenty miles of roads respectively, may be sold; and when the Governor of said State shall certify to the Secretary of the Interior, that any twenty continuous miles of either of said roads are completed, then another like quantity of land hereby granted may be sold; and so, from time to time, until said roads are completed; and if said roads are not completed within ten years, no further sales shall be made, and the land unsold shall revert to the United States. — Sec. 5. And be it further enacted, That the United States mail shall be transported over said roads, under the direction of the Post Office Department, at such price as Congress may, by law, direct: Provided, That until such price is fixed by law, the Postmaster-General shall have the power to determine the same." ——————

And Whereas the Legislature of said State of Wisconsin subsequently passed an Act, approved October 11th 1856, which is in the following words — "An Act to grant certain lands to the La Crosse and Milwaukee Rail Road Company, and to execute the trust created by an Act of Congress, entitled "An Act granting public lands to the State of Wisconsin, to aid in the construction of Rail Roads in said State;" approved June 3. 1856. The People of the State of Wisconsin, represented in Senate and Assembly do enact as follows: Section 1. The La Crosse and Milwaukee Rail Road Company is hereby authorized and empowered to survey, locate, construct, complete, and perpetually to have, use, maintain and operate rail roads with one or more tracks or lines, from the City of Madison, in the County of Dane, and from the village of Columbus, in the County of Columbia, on the most direct and feasible route, by the way of Portage City, to the St. Croix river or lake, between townships twenty-five and thirty-one, and from thence to the west end of Lake Superior, and to Bayfield; and shall have possess, exercise and enjoy the same

rights, privileges, functions, franchises, authority and immunities with reference to the said routes, or any rail road to be built thereon, as it now possesses or enjoys, with reference to any route it is now authorized to occupy, or any rail road built or to be built thereon; and there is hereby conferred upon the Lacrosse and Milwaukee Rail Road Company, all the power and authority contained in the charter of said Company, and in the acts amendatory thereof, for the purpose of carrying out the objects of this act, and of appropriating and applying the lands hereinafter in this act granted, or their proceeds, to aid in the construction of railroads by this act authorized to be built. Sec. 2. The said roads shall be constructed on the most direct and feasible routes from Madison to Portage City, and from Columbus to Portage City, and simultaneously as nearly as practicable; and both of them shall be completed by the last day of December A.D. 1858. And for the purpose of estimating and selecting lands granted by Congress, the City of Madison is hereby designated as the point of commencement of said road, and the whole of the railroad hereby authorized to be constructed, shall be constructed by said La Crosse and Milwaukee Rail Road Company within ten years from the third day of June A.D. 1856. Sect. 3. The said La Crosse and Milwaukee Rail Road Company shall never set up the defence of usury to any contract in any court whatsoever; it may purchase and own rails, chairs, spikes, Engines, tenders, cars, and all other things necessary and useful for the construction or operation of a rail road, and sell the same; and it shall also have power and authority to operate its said roads, or either of them, in connection with any and all other railroads which may cross, may come up to, or connect with the said railroads or either of them, upon such terms as shall be mutually agreed upon by and between the said Companies: Provided however, That the said La Crosse and Milwaukee Rail Road Company, in making any such contract as last aforesaid, shall give no preference to one company over another such company or companies as last above mentioned, but all such companies shall be put upon the same equal terms; and provided also, that if the said La Crosse and Milwaukee Rail Road Company and such other railroad company as may desire running connection with the same shall at any time not be able mutually to agree upon the terms of such connections, then, and in that case, either party may apply to the Circuit Court of the Circuit in which said connection may be sought, and the said Circuit Court shall appoint three Commissioners, whose duty it shall be forthwith to proceed to examine and adjust the terms on which the said connection shall exist and the said award of terms of connection shall be filed in the office of Secretary of State, and shall be binding on both parties for the term of two years; such application shall be on not less than ten days notice in writing to be given by the party making such application to the adverse party. — Sec. 4. For the purpose of aiding in the construction of the rail roads which by this act the said La Crosse and Milwaukee Rail Road Company is authorized to construct, all the interest and

estate, present and prospective, of this State, in, or to any and all the lands granted by the government of the United States to the State of Wisconsin for the purpose of aiding in the construction of a railroad from Madison or Columbus, by way of Portage City, to the St. Croix river or lake, between townships twenty-five and thirty one, and from thence to the west end of Lake Superior, and to Bayfield, by virtue of an act of Congress entitled "An Act granting a portion of the public lands to the State of Wisconsin, to aid in the construction of railroads" approved June 3d 1856, together with all and singular, the rights privileges and immunities conferred or intended to be conferred by the said Act of Congress, are hereby granted to the said La Crosse and Milwaukee Rail Road Company; provided that the said land shall be exclusively applied in the construction of that road, for which it was granted and selected; and shall be disposed of only as the work progresses, and the same shall be applied to no other purpose whatsoever; and Provided further, That the title to said lands shall vest in the said La Crosse and Milwaukee Rail Road Company, in the manner following, that is to say, whenever twenty continuous miles of said road shall have been completed, so as to admit of running regular trains on the same, the Governor of this State shall certify to the Secretary of the Interior the fact that such twenty continuous miles of such roads are completed as aforesaid, then the title to two hundred and forty sections of said lands shall vest in the La Crosse and Milwaukee Rail Road Company; and when a second continuous twenty miles of said road shall have been completed so as to admit of running regular trains on the same, the Governor shall certify as before, and thereupon a further quantity of one hundred and twenty sections of said lands shall vest in said Company, and so from time to time, until said roads are completed; and it shall be the duty of the Governor so to certify to the Secretary of the Interior, whenever any such twenty miles are completed, so as to admit of running regular trains of cars over the same; and the Governor of the State shall in his official capacity, and in behalf of the State, and under the great seal thereof, execute and deliver to the La Crosse and Milwaukee Rail Road Company, whenever it shall by virtue of the provisions of this charter, be entitled to any of said lands, a deed in fee simple of any and all of the lands, to which said company shall be entitled; provided that said company shall not sell any of said lands until twenty miles of said road shall be completed, so as to admit of running regular trains over the same, and so on from time to time, so that the sales of land by said company shall never exceed six sections of land for every mile of road so completed. Sec. 5. The location and designation of the route and line of the said roads shall be made by the said La Crosse and Milwaukee Rail Road Company, and the same shall from time to time, and as fast as practicable, be reported to the Governor of the State. The selection of lands provided for in the act of Congress herein before mentioned, shall

be made by such agents as may be appointed by the Governor of the State. Such selection, as well as the survey, location and completion of said roads, and the compensation of such agents, shall be at the cost and charge of said Company, without charge of any kind upon the Treasury of the State of Wisconsin. Said rail roads which shall be constructed by the application of funds derived from the lands herein granted, shall be and remain public highways for the use of the government of the United States, free from any toll or other charge upon the transportation of property or troops of the United States, and the United States mail shall be transported over said roads, under the direction of the post office department, as provided in said act of Congress. — Sec. 6. In consideration of the grants, privileges and franchises herein conferred upon the said La Crosse and Milwaukie Railroad Company, for the purposes aforesaid, the said company shall, on or before the first day of March in each year pay into the Treasury of the State such sum, as it is by the existing laws of the State, required to pay, in place of taxes upon its road now constructed, or which it may hereafter construct under the present charter, and in addition thereto, it shall pay into the Treasury of the State, on or before the first day of March in each year, four per centum on the gross earnings of said road, to be built by said Company, in pursuance of the power and authority conferred by this act, for the year ending on the last day of the preceding December, in place of taxes on that portion of its said rail road so to be constructed; and for the purpose of ascertaining the gross earnings aforesaid, an accurate account of such earnings shall be kept by said company, an abstract whereof shall be furnished by said company to the Treasurer of this State, on or before the first day of February in each year, the truth of which abstract shall be verified by the affidavits of the treasurer and secretary of said company, and for the purpose of ascertaining the truth of said affidavits, and the correctness of such abstracts, full power is vested in the Governor of this State, or any other person appointed as may be by law prescribed, to examine the books and papers of said company, and to examine under oath the officers, agents and employees of the said company, and other persons, and if any person so examined by the Governor, or other authorized person, shall knowingly or wilfully swear falsely concerning the matter aforesaid, every such person is hereby declared to have committed perjury; and for Securing to the State the payment of the aforesaid per centum, it is hereby declared that the State shall have a lien upon the rail road of the said company, and upon all other property, estate and effects of the said company, whether real, personal or mixed, and the lien hereby secured by the State shall take and have precedence of all demands, decrees and judgments against the said company. The first payment shall be made on the first day of March next after fifty miles of said road shall be completed, and such payment shall be in lieu and in full of all claims of the State for

the grant hereby made, and in consideration of such annual payment, the said company shall be forever exempt from all assessments and taxes whatever by the State, or by any county, town, city village, or other municipal authority in the State (except special taxes for the improvement of streets and sidewalks) upon all stock in the said La Crosse and Milwaukee Rail Road Company, whether belonging to said Company or to individuals, or any of its franchises, or estate, real, personal or mixed, held by said company and necessary for the operating of said railroad, and said lands granted by said act of Congress and hereby authorized to be conveyed to the La Crosse and Milwaukee Rail Road Company, shall be exempt from all taxation, under and by virtue of the laws of this State, for the period of ten years after the passage of this act, unless sooner sold, conveyed or leased by the said La Crosse and Milwaukie Rail Road Company, and the State shall have a prior lien upon the road of the said company, and all the appurtenances and stock thereof, for all dues which may accrue to the State from said corporation as herein provided, which lien of the State shall take precedence of all judgments, demands or decrees, against said corporation. — Sec. 7. Within five years after the title of such lands shall became vested in said Rail Road Company, the same, if any shall remain unsold, shall be offered for sale in limited quantities at fair prices, preference being given to actual settlers. — Sec. 8. The said La Crosse and Milwaukie Rail Road Company shall have full power and authority to transport persons or property in boats, vessels, barges or other water craft, on any navigable water which any portion of their rail road may run to, or connect with, and to receive and collect reasonable compensation for the same, and for that purpose may purchase or build and own such vessels, boats, barges, or other watercraft, as it may require. — Sec. 9. The said La Crosse and Milwaukee Rail Road Company shall be capable in law of taking and holding any lands granted by the government of the United States, or of this State, to aid in the construction of rail roads which shall be conveyed to said company by this act, or by deed, or by operation of law; and may also mortgage or pledge, or otherwise dispose of all their right, title, claim or demand, of, in, or to, any lands or interest in lands, granted to said company by this act, and in any other estate, real, personal or mixed of which they may be seized at the time of execution of such mortgage, or which they may acquire subsequent thereto, in such manner and on such terms as the directors may think proper. — Sec. 10. In case the said La Crosse and Milwaukee Rail Road Company shall construct the railroad which by this Act it is authorized to construct, or any part of it, upon or over any route, upon or over which any other railroad company is authorized to construct a railroad, and upon or over which it has, prior to the passage of this act, actually surveyed or located its line of railroad, it shall be the duty of the La Crosse and Milwaukee Rail Road

Company, to settle with such railroad company upon principles of justice and equity, for all its property and rights of property which the said La Crosse and Milwaukee Rail Road Company shall take, injure, or destroy, and the latter company shall pay to any such company whose property or rights of property shall be thus taken, injured, or destroyed, whatever the same is reasonably worth, such payment to be made in money, bonds, stock or lands, or in such other manner as said companies shall mutually agree. And if the said companies cannot mutually agree upon the amount of compensation to be made by the said La Crosse and Milwaukee Rail Road Company to such other company, for the property and rights of property which said La Crosse and Milwaukee Rail Road Company shall so as aforesaid take, injure or destroy, then and in that case, each of said companies shall select a disinterest engineer, and the two engineers so selected shall choose a third person, and in case they cannot agree upon such third person, the Governor shall appoint such third person; and the three persons so selected shall constitute a board of commissioners, whose duty it shall be to ascertain, determine and award the amount of compensation which the said La Crosse and Milwaukee Rail Road Company ought, in justice and equity, to make to such other rail road company for the property and rights of property which shall be so as aforesaid taken, injured or destroyed. — Sec. 11. — This act, and all grants herein contained shall cease and be void unless the said La Crosse and Milwaukee Rail Road Company shall accept of the same within five days after the passage of this act; and such acceptance shall be by a resolution adopted by the directors of said company, a copy of which duly certified by the Secretary of said company, under its corporate seal, within said period of five days from the passage of this act, shall be deposited in the office of the Secretary of State. And in case the said La Crosse and Milwaukee Rail Road Company shall violate the provisions of this Act, the legislature may repeal this act, and may revoke all and singular the rights and franchises herein conferred, so far as the same has not been performed and fulfilled, and so far as the rights and privileges hereby granted have not become complete and absolute. — Sec. 12. — All the property which the said La Crosse and Milwaukee Rail Road Company is authorized to appropriate, take, possess, hold, use or enjoy, by making payment therefor as it is in this act provided, is hereby declared to be taken for public use, so soon as the said company shall so appropriate, take, possess, hold or use the same. — Sec. 13. The capital stock of the La Crosse and Milwaukee Rail Road Company is hereby increased two millions of dollars over and above its present capital, and within three months after the passage of this act said company shall open books for subscription to such increased capital stock, after giving at least thirty days notice thereof, in two newspapers, one published in the City of Milwaukee, and one published in the city of Madison. Such books shall be opened in the city of Milwaukee,

and shall be kept open for at least not less than three days, and all persons shall be permitted to subscribe to said stock on the payment to the Treasurer of the Company of five per cent on the amount subscribed, in cash, but no one person shall be allowed to subscribe for more than two hundred and fifty shares of such stock; and in case the number of shares subscribed shall exceed the amount of two millions of dollars, the same shall be reduced to that amount by deducting such sums as may be necessary pro rata from each of the several subscriptions, and all of the shares of stock so subscribed shall be subject to calls for instalments thereon in like manner as the other stock of said rail road company. — Sec. 14. It is hereby declared, that in the judgment of the legislature of this State, the objects of the corporation named in this act cannot be obtained under or by general laws. — Sect. 15. — The La Crosse and Milwaukee Rail Road Company shall fence its road in parcels, as it shall from time to time operate the same, within one year after it shall commence the operating of any or every such parcel, until the whole of such railroad shall be in a good, proper and substantial manner fenced throughout the entire extent thereof. — Sec. 16. — This act is hereby declared to be a public act, and the same immediately after the passage thereof, be printed by the State printer, and when thus published, shall take effect and be in force." ——————

And Whereas the said railroad company after the passing of said last mentioned act, and on the same day, duly accepted the same by a resolution adopted by the directors of said company, a copy of which, certified by the Secretary of said company, under its corporate seal, was on the same day deposited in the office of the Secretary of State. ——————

And Whereas said Rail Road Company for the purpose of constructing its road from Madison, by way of Portage City, to St. Croix river or lake, has determined to borrow a sum of money not exceeding Ten millions of dollars, and to issue its Bonds for the re-payment of the moneys which may be borrowed with the interest thereon, nine thousand of which Bonds (exclusive of the numbering and interest warrants or coupons) will be substantially in the following form — "United States of America: State of Wisconsin. The La Crosse and Milwaukee Rail Road Company. Know all men by these presents that the La Crosse and Milwaukee Rail Road Company acknowledge themselves, to be indebted to the Bearer hereof, in the sum of One thousand dollars lawful money of the United States, for money borrowed for the construction of their road from Madison, to the St. Croix river or lake, which sum they agree to pay to the bearer hereof, on the first day of February, in the year of our Lord 1877, at the Bank of the Republic in the city of New York, with interest at the rate of seven per centum per annum, payable in the city of New York semi annually, on the first day of February and the first day of August, in each

year on presentation and delivery of the interest warrants or coupons hereto annexed. Said Rail Road Company reserves the right to satisfy and discharge this bond at any time before the principal becomes due by paying to the holder thereof the sum of eleven hundred dollars with the interest up to the time of such payment, so far as the same may not have been previously paid. This is one of nine thousand bonds all of the same tenor and numbered from 1 to 9000 respectively, which with two thousand bonds for the sum of five hundred dollars each numbered from 1 to 2000 respectively, make in the aggregate the sum of ten millions of dollars; to secure the payment of all which bonds a Deed of Trust has been executed by said Rail Road Company to Greene C. Bronson, James T. Soutter and Shepherd Knapp conveying all such interest as said Rail Road Company has acquired or may hereafter acquire in all the lands granted to said Rail Road Company by the act of the legislature of the State of Wisconsin approved October 11. 1856, entitled "An Act to grant certain lands to the La Crosse and Milwaukee Rail Road Company, and to execute the trust created by an act of Congress entitled "An Act granting certain lands to the State of Wisconsin to aid in the construction of Rail Roads in said State" approved June 3. 1856"; so far as the lands granted by said act of the legislature are applicable to the construction of the road of said Rail Road Company from Madison, by way of Portage City, to St Croix river or lake, estimated to be about one million of acres; and also conveying all such interest as said Rail Road Company has acquired or may hereafter acquire in said road from Madison to St Croix river or lake, and in the road from Portage City to La Crosse, with all the equipments and other things pertaining to said roads. Reference to which Trust Deed, bearing date the day of December 1856, and reciting the said acts of Congress and the legislature, is hereby had and made for a more full description of said lands, roads and other property, and the interest thereby conveyed to said Trustees. In witness whereof said Rail Road Company has hereto affixed its corporate Seal, with the names of its President and Secretary the first day of February in the year of our Lord 1857.

L. S.

President
Secretary

Registered and Countersigned
by the Trustees this day
of 185

Trustees

and two thousand of which Bond will be in the like form, but for the sum of five hundred dollars each.

And Whereas said Rail Road Company has determined to secure the payment of such bonds as may be issued as aforesaid in the manner herein provided.

Now therefore this Deed witnesseth that the said Rail Road Company, in consideration of the premises and of the sum of one dollar paid by said parties of the second part, has granted, bargained, sold, conveyed and confirmed, and does by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part, All and singular, the several tracts pieces and parcels of land which now are, or may hereafter be or constitute the site of the roadway, turnouts, engine houses, workshops, depôts and other buildings, and all the other lands and real estate which now constitute, or may hereafter constitute or be a part of the roads of said Rail Road Company from Madison, by way of Portage City, to the St. Croix river or lake, between townships twenty five and thirty one, and from Portage City to La Crosse; And also all and singular the Superstructure of said roads whether now made or to be made hereafter, and all the engine houses, workshops, depôts and other buildings, and all the other improvements on or pertaining to said roads whether now built and made, or to be built and made hereafter; And also all and singular the locomotive engines and other rolling stock, and all the other equipments of every kind and description which have already been, or may hereafter be procured for or used on said roads or either of them, and all the materials, tools, implements, utensils and other personal property which have been, or may hereafter be procured for or used in connection with said roads or either of them; And also all and singular the rights, liberties, privileges and franchises of said Rail Road company of every kind and description relating to said roads.

And furthermore, and upon the consideration aforesaid, the said Rail Road Company has granted, bargained, sold, conveyed and confirmed, and does by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part, All and singular the lands granted or intended to be granted to said Rail Road Company under or by virtue of the act of Congress and the act of the Legislature of Wisconsin hereinbefore mentioned, so far as the said lands pertain or are applicable to the construction of said road from Madison, by way of Portage City, to the St Croix river or lake, estimated to be about one million of acres of land; Together with all and singular the hereditament and appurtenances belonging or in any wise appertaining to the lands and real estate hereby conveyed or intended to be conveyed. And it is hereby declared to be the intention of the parties to these presents to convey to, and vest in said parties of the second part all the property, real and personal, of said Rail

Road Company to be acquired hereafter as well as that which has already been acquired, together with all the rights, liberties, privileges and franchises of said Rail Road Company, in respect to the roads above mentioned, as fully and amply as the same might or could be conveyed, if the said Rail Roads had already been fully constructed and equipped, and the particular lands granted by the foregoing acts of Congress and the legislature, so far as the same are applicable to the construction of said road, from Madison to St. Croix river or lake, had already been designated and conveyed to said Rail Road Company. ——————

To have and to hold all and singular the property, real and personal, with the hereditaments and appurtenances, and all and singular the rights, liberties, privileges and franchises hereby conveyed or intended to be conveyed to the said parties of the second part, and the survivors and survivor, successors and successor of them, and their and his heirs and assigns forever, as joint tenants and not as tenants in common. In trust, nevertheless, and upon the trusts, terms and conditions herein expressed. ——————

First. Until default shall be made in the payment of said bonds, or some of them, or the interest thereon, said Rail Road Company shall be suffered and permitted to possess, hold and enjoy said roads from Madison to St. Croix river or lake, and from Portage City to La Crosse, with the equipments and all other things appertaining to said roads, and to use the same, and take and receive the income and profits thereof, in the same manner as though this deed had not been made. ——————

Second. When said road from Madison to St. Croix river or lake shall be surveyed and located, and the particular lands granted as aforesaid to aid in the construction thereof shall be ascertained said Rail Road Company will make Schedules of the several Sections and parcels of said lands, and affix thereto the minimum prices at which the same are to be sold, which prices shall in the aggregate for all said lands amount to the sum of ten millions of dollars at the least and will furnish such Schedules duly certified by said Rail Road Company to said parties of the second part, together with an affidavit of the President and Secretary of said Rail Road Company, that to the best of their knowledge, information and belief the minimum prices have been fairly affixed having reference to the relative values of the different sections and parcels of land. And whenever said Rail Road Company shall certify in writing to said trustees that it has contracted for the sale of any section or parcel of said lands at a sum not less than the minimum price affixed to the same, and ten per

centum at the least of the consideration money shall be paid to said Trustees and a bond and mortgage in the proper form from the purchaser to the Trustees securing the payment of the residue of the consideration money, with the interest thereon as hereinafter mentioned, shall be delivered to said Trustees, the mortgage having been first duly acknowledged and recorded, the said Trustees will thereupon make execute and acknowledge a deed conveying to such purchaser his heirs and assigns, all the right, title, interest and estate of the said Trustees, of, in, and to the section or parcel of land so sold, with a covenant that they have not done any act, matter or thing to defeat or prejudice their title to the lands so conveyed. The principal sum secured by the bond and mortgage of the purchaser must be made payable on or before the first day of February, one thousand eight hundred and seventy five, and the interest thereon must be at the rate of seven per centum per annum, and be payable annually. The deed of the Trustees to the purchaser will bear even date with the bond and mortgage, and will specify the true amount of consideration money, and the manner in which the same has been paid or secured. Sales may be made in like manner of any section or parcel of said lands at a less sum than the minimum price affixed to the same in such schedules, provided the President or Secretary of said Rail Road Company shall make and furnish to said Trustees an affidavit that the price agreed on is in his opinion the full market value of the land so sold, and provided also that the aggregate sums on all sales then and previously made shall be equal to or above the aggregate for all the lands sold as specified in said schedules. ——————

Third. The consideration money on any such sale of lands may be paid, either in whole or in part, by delivering to said Trustees to be cancelled one or more of the bonds which may have been issued by the Rail Road Company as aforesaid at their par value; and payments upon any such mortgage as aforesaid may be made by delivering to said Trustees one or more of such bonds of the Rail Road Company as aforesaid at their par value. And two or more purchasers may unite and pay a part or all of the aggregate amount of consideration money on their purchases or a part or all of the aggregate amount of their mortgages, in like manner. ——————

Fourth. All moneys which may be received by said Trustees under or in pursuance of this trust, after deducting therefrom their compensation for accepting and executing the trust, and all cost, counsel fees, charges and other expenses, shall constitute a sinking fund, for the redemption and payment of the bonds so to be issued by the Rail Road Company as aforesaid; and shall be faithfully applied to that object. And until the moneys so shall be so applied the same shall be deposited in one of the Trust companies in the city of New York upon the best terms which can be procured for the same. And whenever there shall be any money so on deposit, said Trustees may in their discretion, apply the same to the purchase of the bonds which may have

been issued by the Rail Road Company as aforesaid at their market value in the city of New York, provided such market value shall not exceed the par value there of. And whenever the sum so on deposit shall exceed twenty five thousand dollars the surplus beyond that sum shall be so applied by said Trustees. And in case a sufficient amount of bonds to absorb such surplus cannot be obtained at par in the City of New York said Trustees shall, on the written request of said Rail Road Company, make purchases of bonds at a premium not exceeding ten per centum if the same can be had in the New York market.

Fifth. Whenever the Trustees shall receive any of the bonds above mentioned in payment for lands sold, or on mortgages, or shall purchase any bonds as above provided, the same with any unpaid interest warrants or coupons annexed thereto, shall be immediately cancelled, and shall thereafter be only held as vouchers by said Trustees.

Sixth. In case default for the space of sixty days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, it shall thereupon be lawful, and said Trustees are hereby authorized and empowered, in their discretion, to sell at public or private sale, for the best prices which can be obtained for the same, all or any portion of the lands mentioned in such schedules for the purpose of obtainning the necessary funds to satisfy such default, and may appoint one or more agents or attorneys to make such sales, execute conveyances to the purchasers, and receive the purchase money. And if the sum in default shall at any time be equal to the amount of the interest for one year on all the bonds then outstanding and the same cannot be satisfied within a reasonable time by such sales of lands, or if default shall be made in the payment of the principal sum of said bonds at maturity, said Trustees may thereupon in their discretion, either in person, or by their attorney or attorneys, agent or agents appointed for that purpose, enter into and upon and take possession of all and singular the said roads from Madison to the St. Croix rives or lake, and from Portage City to La Crosse, and all the other property, real and personal, hereinbefore conveyed or intended to be conveyed, and may operate said roads, and take and receive the income and profits thereof, and may sell all and singular the said roads, and all the other property, real and personal, hereby conveyed or intended to be conveyed, either at public or private sale, and execute and deliver to the purchasers deeds and conveyances which shall vest in such purchaser or purchasers all the estate, right, title and interest, whether legal or equitable, of said Trustees and said Rail Road Company of, in or to, said property, and every part and parcel thereof, including the rights, liberties, privileges and franchises of said Rail Road

Company in respect to the roads which may be sold as aforesaid. But before any sale of the said roads or either of them, or the rights, liberties, privileges or franchises aforesaid, shall be made at auction, notice of such intended sale shall be published once in each week, for twelve weeks at the least, in two newspapers published in the city of New York and in three newspapers at the least published in the State of Wisconsin, one of which shall be published in the city of Milwaukee; and should any further notice be required by the laws of the State of Wisconsin the same shall be given. And at the written request of the holder or holders of the major part in amount of the bonds then outstanding, the Trustees shall proceed to sell and convey said property in the manner here in before provided.

Seventh. Said Rail Road Company will cause this Deed to be duly recorded in all proper places, and will satisfy and discharge all taxes, charges, liens and other burdens which either exist or may hereafter be imposed or arise on the whole or any part of the property hereby conveyed or intended to be conveyed; and said Trustees assume no duty or responsibility on those subjects, or in relation to any other matter except as herein provided.

Eighth. Said Trustees may appoint all such attorneys, counsellors, clerks and other agents as they may deem proper in the execution of the trust; and shall not be answerable for the defaults or other misconduct of such attorneys, counsellors, clerks or other agents unless chargeable with culpable negligence in their selection. And further, neither of the Trustees shall be answerable for the acts omissions or defaults of his associates, nor shall either of the Trustees be responsible for anything short of gross negligence or wilful defaults in the discharge of his duties.

Ninth. This trust extends to such bonds and such only as shall be registered and countersigned by said Trustees; and when all of said bonds shall be satisfied and discharged the trust shall cease. The trust shall also cease at the end of six calendar months after the principal moneys shall fall due as to all such bonds as shall not then have been presented for payment. And whenever the trust shall determine, and any moneys which may be due to the Trustees shall be paid, the Trustees will reconvey to said Rail Road Company all their right, title and interest of, in, and to all of said trust property which may not have been previously disposed of in pursuance of the trust.

Tenth. All the powers and duties of the Trustees may be executed and discharged by any two of them. And in case of the death, incapacity to serve, or resignation of any Trustee, all the estate and interest here by created shall vest in the other Trustees or Trustee, as fully as if they or he only had been named in, and had executed the deed.

The Supreme Court in the first judicial district in the State of New York may remove either of the Trustees

on the application of his associates or of the Rail Road Company, reasonable notice being first given to such Trustee. Any Trustee may resign his trust, and thence forward be discharged from all further duty or obligation in relation to it, provided such resignation, after reasonable notice to the President or Secretary of said Rail Road Company and the other Trustees, shall be approved by said Supreme Court. If at any time there shall be only one Trustee capable of acting, said Supreme Court, on reasonable notice to such Trustee and said President or Secretary, may appoint a new Trustee ~~capable of acting~~ who shall thereupon acquire and have all right, title, interest and authority under the trust, and be subject to all duties and responsibilities in relation to the same, as fully as though he had been originally named as a Trustee, and had executed this deed.

Eleventh. Said Rail Road Company will from time to time pay all such costs, charges and expenses as the Trustees may sustain or be put to in the execution of the trust, and keep them fully indemnified in the premises.

Said Trustees hereby accept and covenant and agree to and with said Rail Road Company faithfully to execute said trust. And said Rail Road Company hereby covenants and agrees to and with said Trustees, the survivors and survivor, successors and successor of them, that said Rail Road Company will from time to time during the continuance of the trust, make, execute, cause to be duly recorded, and deliver to said Trustees, or to the persons who shall then be Trustees, all such further conveyances and assurances, and will do all such further acts as may be either necessary or proper for more effectually vesting in said Trustees all such right, title, interest, or estate, both legal and equitable as said Rail Road Company now has or may hereafter acquire of, in or to all and every part of the property hereby conveyed or intended to be conveyed.

In Witness where of said Rail Road Company has hereto affixed its corporate seal, and caused the same to be subscribed by its President and Secretary, and the Trustees have subscribed their names and affixed their seals, the day and year first above written.

(Signed) Byron Kilbourn, President
(Signed) Edwin H. Goodrich, Secretary
} of the Rail Road Company.

Seal of La Crosse & Milwaukee Rail Road Company

(Sgd) Greene C Bronson
(Sgd) James T Soutter
(Sgd) Shepherd Knapp
} Trustees

(Sgd) E. Marimer
(Signed) T. H. Alden
Witnesses as to Byron Kilbourn, President
& Edwin H. Goodrich Secretary

Witnesses for Greene C Bronson as to the execution of the foregoing instrument by him
(Sgd) Edward Wade
(Sgd) S. H. Helm

(Sgd) T. S. Atwood
(Sgd) John Bissell
Witnesses as to Messrs Soutter & Knapp

State, City and County of New York ss

I, John Bissell, a Commissioner for the State and resident in the city of New York legally appointed by the Governor of the State of Wisconsin to take testimony, acknowledgments &c to be used or recorded in that state and qualified, Do, under my official hand and seal, Certify, that on this seventh day of January 1857, before me personally appeared Byron Kilbourn to me known, who being by me duly sworn said that he resides in Milwaukee Wisconsin, that he is the President of the La Crosse and Milwaukee Rail Road Company, that the seal affixed to the annexed instrument is the common and corporate seal of the said Company and was affixed thereto by their authority and that he as President and Edwin H. Goodrich as Secretary subscribed their names thereto by the like authority.

(Signed) John Bissell
Commissioner for Wisconsin

State, City and County of New York ss

I, John Bissell, a Commissioner appointed by the Governor of the State of Wisconsin, and under the laws of the said State, with full power and authority to take acknowledgments or proof of all deeds or other instruments, in writing, depositions and other testimony to be used in and for the State of New York, to be used or recorded in said State of Wisconsin, duly commissioned by said Governor, and affirmed, dwelling in the City of New York, Do by this public Instrument, given under my hand and official seal, Certify and make known, that on the 7th day of January 1857 before me personally appeared, in my State aforesaid James T. Soutter and Shepherd Knapp described in and who executed the annexed instrument, and acknowledged that they executed the said instrument freely for the purposes therein stated. And I certify that the persons who made the said acknowledgment are known to me to be the individuals described in, and who executed said instrument.

(Signed) John Bissell
Commissioner for Wisconsin

The State of New York } ss
Albany City and County }

Be it remembered that on this seventh day of January in the year One thousand eight hundred and fifty seven,

before the subscriber, a Commissioner in and for the said State, appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of the execution of Deeds or other conveyances, or leases, and of any contract, letter of Attorney or other writing under seal or not, administer oaths, and to take and certify depositions to be used or recorded in the said State of Wisconsin, appeared Greene C. Bronson described in and who executed the foregoing instrument of writing of which the "La Crosse and Milwaukie Rail Road Company" is one of the parties thereto and the said Greene C. Bronson James F. Soutter and Shepherd Knapp are the other parties thereto; and the said Greene C. Bronson acknowledged that he executed the said foregoing Instrument freely for the purposes therein stated; and I certify that the person who made the said acknowledgment is known to me to be one of the individuals described in and who executed the said instrument

In witness whereof I have hereunto subscribed my name and hereto affixed my official seal the seventh day of January A.D. 1857

(Signed) Edward Wade

L. S.

Commissioner for the State of Wisconsin

State of Wisconsin }
Milwaukie County } ss

Be it remembered that on the Tenth day of January A.D. 1857, before me came Edwin H. Goodrich, Secretary of the La Crosse and Milwaukie Rail Road Company, to me known to be one of the persons who executed the foregoing Deed and acknowledged that he executed the same on behalf of and as the act and deed of the said Rail Road Company for the uses and purposes therein mentioned, freely and voluntarily.

(Signed) E. Mariner

Notary Public
Milwaukie County
Wisconsin

L. S.

Recorded Jan 13. 1857 at 7 o'clock PM

John H. Amidy
Dpt. Secretary

Milwaukie & Superior Rail Road Company

This Indenture made the first day of January in the year of our Lord One thousand, Eight hundred and fifty Seven between the Milwaukie and Superior Rail Road Company, a Corporation duly constituted as such by the Laws of the State of Wisconsin, parties of the first part, and the Farmers Loan and Trust Company of the City of New York, a Corporation duly constituted as such by the Laws of the State of New York, parties of the second part.

Whereas the parties of the first part pursuant to the terms of the Statute of said State of Wisconsin incorporating them and other Statutes of said State affecting them, are engaged in constructing the first division of their Rail Road from the City of Milwaukie to the City of Green Bay (both in the State of Wisconsin) a distance of One Hundred and twenty miles and for that purpose have resolved to raise a Sum of money by Loan, for purchasing and transporting iron rails and machinery therefor and for aiding the Construction of said Rail Road, and in order to secure payment thereof, or payment thereof have resolved to issue and dispose during the present year certain Bonds with interest warrants or Coupons attached not exceeding five hundred and fifty thousand Dollars in amount and during the year One thousand Eight hundred and fifty eight certain other Bonds with interest warrants or Coupons annexed, not exceeding Five Hundred and fifty thousand Dollars in Amount, the total amount to be issued under this mortgage not to exceed Twelve Hundred thousand Dollars, said Bonds to be issued in amounts of One thousand Dollars each, numbered respectively from One (1) to twelve hundred (1200) inclusive to the person or persons lending such money, or furnishing such rails or machinery, and made payable in the City of New York on the first day of January in the year of our Lord, One thousand Eight hundred and Seventy Seven and bearing interest from this date at the rate of Eight per centum per annum payable semiannually on the first days of January and July in each year in the City of New York, until the maturity of said Bonds, and the principal thereof shall be paid. All of said bonds to be dated on the first day of January A.D. 1857 and to be on an equality so far as regards Security for the payment thereof by these Present. Each of said Bonds being authenticated by a certificate signed by said parties of the second part, and each containing a Clause permitting the holder thereof to exchange the same at par for ten shares of Stock in said Rail Road Company at par, convertible at any time within five years from the date thereof. Now therefore this indenture witnesseth that the said parties of the first part in order to secure the payment of said Bonds and interest and in Consideration of One Dollar in hand to them paid, by the said parties of the second part at the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed and by these presents do grant bargain, sell transfer and convey to the said parties of the second part their successor or successors, in the trust hereby created and assigns all the following real and personal property and estate of the parties of the first part that is to say, All of the first division of their said Rail Road from the said city of Milwaukie to the said City of Green Bay both in the State of Wisconsin aforesaid, a distance of One Hundred and twenty miles, including the right of way and land occupied by said first division of said road, together with the superstructure and tracks thereon and all rails, and other materials used thereon, Bridges, Viaducts, Culverts, fences, equipment, necessary depot grounds

and buildings thereon, belonging to the parties of the first part, and all rolling stock Engines, tenders, Cars, tools, materials, machinery, fixtures and all other personal property appertaining to said first division of said road, and now belonging to the parties of the first part or hereafter to be acquired by them and all rights thereto and interest therein, and also all future right thereto and interests therein to be acquired by the parties of the first part to get the use the name and functions appertaining to the said first division of said road; all tolls, rents and income to be had or levied therefrom, and all corporate and other franchises, rights and privileges of the said parties of the first part, in and to or concerning the same. But nothing herein shall be so construed as to prevent the parties of the first part from selling, hypothecating, or otherwise disposing of any City Town Village or County Bonds, or farm Mortgages, or other Securities received in payment of Stock or otherwise, or of any lands or other property of the parties of the first part, not necessary to be retained for the roadway, depot grounds and Stations now required for the construction & convenient use of said first division of said road, or any wood lots; nor from collecting monies due the said Company on Stock Subscriptions or otherwise. Provided anything herein contained be so construed as to prevent the said parties of the first part from collecting, and appropriating toward the construction use and repair of the said road and of any part thereof, all Stock Subscriptions donations, or loans of money, lands or other property, which may have been or may hereafter be made for that purpose, but the said parties of the first part shall have full right and power to proceed without let or hindrance from the said parties of the second part their successor or successors in the trust hereby created or assigns.

And the said parties of the first part hereby further covenant and agree to and with the said parties of the second part, their successor or successors, in the trust hereby created and assigns, that for the further security and ultimate redemption of the said mortgage bonds to be issued by virtue of this mortgage, or such number thereof as may have been issued and not converted into the Capital Stock of said Rail Road Company within five years from the date hereof, they will cause to be paid to the said parties of the second part, their successor or successors, in the trust hereby created, and assigns, semi annually, on the first day of July and first day of January in each year, commencing on the first day of January A.D. 1861, towards a sinking fund for the redemption of said bonds, then outstanding such sums as with interest accruing thereon shall be sufficient to pay on the maturity thereof, the whole amount of said bonds so issued and not converted into Capital Stock as herein before provided; which amount shall be by the said parties of the second part their successor or successors in the trust hereby created, and assigns from time to time invested in the purchase of the bonds of this issue, so long as they can be obtained at a price not exceeding their par value, and when said Bonds cannot be obtained at a price within said limits then said Sinking Fund shall be invested in such other securities as shall be directed by the Board of Directors of the parties of the first part. Provided however that the obligations of the parties of the first part, to make such semi annual payments to the said sinking fund as aforesaid shall cease and determine as

as soon as the funds and securities placed in the hands of the said parties of the second part their successor or successors in the trust hereby created and assigns shall with the accumulations of interest thereon, form a capital sufficient to pay and discharge at the maturity thereof, all the outstanding unconverted bonds of this issue.

The said parties of the second part or their successor shall at all times keep a proper and correct register and account of the several securities and funds to be held by them as aforesaid and belonging to said Sinking fund, for the inspection and examination of the parties of the first part, and of any of the Stock holders or bond holders of the road and shall annually after the commencement and during the continuance of the said trust, render to the parties of the first part a written statement, showing the true state and condition of the said Sinking fund, And whenever any of the aforesaid securities of the parties of the first part shall have been purchased for the use of the Sinking fund, the same shall as soon as purchased, be cut, cancelled and stored by the said parties of the second part or their successors, and held and returned by them at the expiration of their trust. The interest coupons in such purchased bonds, as hereon to be regularly paid to the said parties of the second part or their successors by the parties of the first part in the same manner as if held and owned by a third party for value, And in case of the resignation of the said parties of the second part, as trustee under this mortgage, or as receiver of such Sinking fund or any of the powers or duties devolving upon said parties of the second part under the provisions of this instrument, the parties of the first part hereby reserve the right to supersede and revoke the aforesaid appointment of the said parties of the second part, or their successor or successors, under the trust hereby created and assigns, and from time to time appoint and substitute as new trustee under this mortgage or receiver of such Sinking fund, any other incorporated institution located and doing business in the City of Newport, fit and suitable for that purpose and said new trustee or receiver, or the successors thereof shall be vested with all the rights, estates, powers and privileges hereby conveyed or vested in the said parties of the second part, their successor or successors in the trust hereby created and assigns. But in case the said parties of the first part should neglect to appoint or substitute such new trustee or receiver for thirty days, the holders of a majority of the said outstanding mortgage Bonds of this issue may apply to the Supreme Court of the State of Wisconsin to appoint a new trustee or receiver, being some incorporated institution located and doing business in the City of Newport And thereupon and upon the acceptance of the trust, such new trustee and receiver shall become vested for the purposes aforesaid with all the rights, estate, property, and interest hereby conveyed & vested in the said parties of the second part their successor or successors in the trust hereby created and assigns without any further assuming or conveying the same, But if the same shall be necessary, both or either of the parties hereto shall execute and deliver any other or further releases or conveyances for that purpose, to the end that the true intent object, and meaning of this instrument may be fully and faithfully carried into effect. And the said parties of the second part or their successors shall upon request further assign transfer and deliver to such substituted trustee or receiver, all the funds property and securities belonging to the said Sinking fund, so deposited with and held by them as aforesaid

The said parties of the second part their successor or successors in the trust hereby created and assigns, shall apply the funds and available securities in their hands to the payment and redemption of the said mortgage bonds of this issue at their maturity rendering the surplus if any to the parties of the first part or their assigns To have and to hold the said premises real and personal estate and property and every part and parcel thereof, with the appurtenances, unto the said parties of the second part their successor or successors in the trusts hereby created and assigns, upon the following trusts, that is to say: In case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the said Mortgage Bonds of this issue (whether the same belong to the parties or to the Sinking fund) at any time when the same shall become due and payable according to the tenor thereof, when demanded, or in case the parties of the first part shall fail neglect or refuse to set apart appropriate and deposit with the said parties of the second part, their successor or successors the requisite sums of money, or any or either of them for the purpose of a sinking fund, at the times and in the manner herein specifically set forth and provided and in the date herein specified or within sixty days thereafter then and in such case the whole amount of the principal of said bonds shall at once become due and payable, and the said parties of the second part their successor or successors in the trust hereby created and assigns, shall proceed without delay to convert the securities held by them on account of said Sinking fund into money and apply the same pro rata towards the payment of said bonds then outstanding and unmatured and also that said parties of the second part their successor or successors, in the trust hereby created and assigns shall thereafter upon the written request of five bona fide holders of mortgage bonds, and the said premises, real and personal estate and property, rights and franchises, or as much thereof as shall be necessary to pay and discharge the principal and interest of all such mortgage bonds of the issue, as may be then unpaid and unmatured and not purchased and deposited in the Sinking fund to be sold at public auction in the city of Milwaukee and State of Wisconsin or in the City of New York giving at least Ninety days previous notice of the time, place and terms of such sale and of the real and personal property, and estate rights and franchises to be sold, by publishing the same in two papers of good circulation in each of the cities of Milwaukee and Newyork aforesaid, and whatever else required by law and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of convyance in fee simple for the same, which shall be a bar against the parties of the first part their successors and assigns, and all parties claiming under them, of all right interest or claim of in or to said premises real and personal estate and property, rights and franchises, or any part thereof The amount of the bid or purchase money on the said sale, may be paid and satisfied in whole or in part by the outstanding mortgage bonds of this issue and the same shall be taken and received in whole or in part payment and satisfaction by the parties of the second part their successor or successors in the trust hereby created and assigns according to their value, to be ascertained and determined by the net amount arising from said sale, together with the amount of unapplied cash effects belonging to the Sinking fund as compared to the amount of outstanding unmatured and unpurchased bonds of this issue as aforesaid And the said parties of the second part shall after deducting

from the proceeds of said sale the costs and expences thereof, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding mortgage bonds of this issue and not matured or purchased for the Sinking fund, now held in payment of said bid as aforesaid, and shall pay over and restore the remainder of said proceeds if any there be, to the parties of the first part their successors or assigns. It being expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by said parties of the first part, nor any injunction or stay of proceeding, or any principle be applied for or obtained by them to prevent such entry or sale as aforesaid, and the said parties of the first part hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises, or any part thereof to the said parties of the second part their successor or successors in the trust hereby created or assigns, for more fully carrying into effect the objects hereof particularly for the conveyance of any rights, interest or property subsequent to the date hereof acquired by the said parties of the first part and comprehended or intended so to be in the description and terms of this instrument. And the said parties of the first part hereby further covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of the said Mortgage bonds of this issue, shall be faithfully applied to the purchase and transportation of iron rails, and Machinery and for the construction and extension of said road, and the expences attending such loans and purchases. And the said rails and machinery so purchased shall be transported and used with due diligence in the Construction finishing and furnishing said Railroad. And it is mutually agreed, and these presents are upon this express condition, that on the payment of the principal and interest of said mortgage bonds of this issue or conversion thereof into stock in manner aforesaid, the estate hereby granted to the parties of the second part, their successor or successors in the trust hereby created, or assigns shall be void; and the rights to the premises and real and personal estate and property hereby conveyed, shall revert to and revest in the said parties of the first part, without any acknowledgment of satisfaction reconveyance, reentry, or other act, but when the principal and interest of all the mortgage bonds of this issue shall be fully paid, and the said bonds duly cancelled, the said parties of second part their successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns, duly execute and acknowledge payment and satisfaction of this mortgage, and shall deliver up the same to the parties of the first part or their assigns, to the end that the same may be duly and properly satisfied Cancelled and discharged of record. And it is further mutually agreed that the said parties of the second part their successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to their care control and authority, and shall not be responsible for the act of any agent or attorney employed by them, when such agent or attorney is selected with reasonable discretion. And the said parties of the second part their successor or successors in the trusts hereby created shall be entitled to receive proper compensation for any labor or service performed by them

in the discharge of the trust hereby confered and assumed

In Witness whereof the said Milwaukee and Superior Rail Road Company, the parties first of the first part has caused their corporate seal to be hereunto affixed, and the name of their President to be signed to these presents, and the said The Parmus Loan and Trust Company have also caused their corporate seal to be hereunto affixed and the name of their president to be signed to these presents the day and year first above written

Seal

The Milwaukee and Superior
Rail Road Company
by C R Allen
President

Countersigned
N K Robbins
Secretary

Sealed signed and delivered in presence of
Winfield Smith
Jonathan Day

Seal

D D Williamson Prest
Parmus Loan & Trust Co

State of Wisconsin
Milwaukee County } ss

Be it remembered that on the second day of January AD 1857 personally came before me C R Allen to me known to be President and N K Robbins Secretary of the Milwaukee and Superior Rail Road Company and acknowledged the execution of the foregoing instrument as President and Secretary as aforesaid on the part of said Company for the uses and purposes therein set forth

Gustav Vom Ostrohe
Notary Public
Milw County
Wisconsin

Seal

State of New York
New York City County } ss

Be it remembered that on this Sixth day of January AD one thousand eight hundred and fifty seven before me Joseph C Lawrence a commissioner in and for the State of New York duly appointed and commissioned by the Governor of the State of Wisconsin to take the acknowledgement of and proof of deeds and other instruments of writing under seal to be used or recorded in said State of Wisconsin personally came D D Williamson to me personally known to be the President of the Parmus Loan and Trust Company, who being by me duly sworn did depose and say that he is the President of the Parmus Loan and Trust Company, that he knows the corporate seal of said Company that the seal thereunto affixed is said corporate seal and was duly affixed by the order of the board of Trustees and that he signed his name thereto by the like order

as President of said Company and acknowledged that he had executed the same as the act and deed of the said Parmus Loan and Trust Company for the uses and purposes therein mentioned

Given under my hand and official seal this day and year above written

Seal

Joseph C Lawrence
Commissioner for the State of Wisconsin
in and for the State of New York
City of Rouse Street
NY

Watertown & Madison Rail Road Company

This Indenture made the First day of December in the year of our Lord, One thousand Eight hundred and fifty Six, Between the Watertown and Madison Rail Road Company, a company duly constituted as such by the Laws of the State of Wisconsin party of the first part, and Edwin Ludlow of the City of New York party of the second part.

Whereas, the parties of the first part, pursuant to the terms of the Statute of said State incorporating them, and other Statutes of said State affecting them, are engaged in constructing a rail road from the City of Watertown, in the State of Wisconsin to the City of Madison, in the same State, and for that purpose in part, have resolved to raise a sum of money by loan, for the purpose of purchasing and transporting iron rails and machinery therefor, and of aiding in the construction of said Rail Road, and in order to secure payment thereof, or repayment thereof respectively within the present year certain bonds not exceeding Three Hundred and Sixty thousand Dollars, in amount viz: Three Hundred and Sixty Bonds of One Thousand Dollars each, and to be numbered respectively from One to number three Hundred and sixty inclusive, to the person or persons lending such money, or furnishing such rails or machinery, payable at the office of the Ohio Life Insurance and Trust Company, in the City of New York, on the first day of January in the year of our Lord, One thousand Eight Hundred and Seventy Seven, and bearing interest at the rate of Eight per centum per annum, payable semi annually, on the first days of each January and of each July ensuing the date thereof, until the principal shall be paid, which interest shall be payable at the office of the Ohio Life Insurance and Trust Company, in the City of New York aforesaid, Such bonds to be dated on the First day of December, in the year of our Lord, One thousand Eight Hundred and fifty Six and to be on an equality so far as regards security for the repayment thereof, by these presents notwithstanding the same may be issued at different times, Each of said bonds being authenticated by a certificate signed by the said party of the second part, and containing a clause permitting the holder thereof to exchange the same at par for shares of Stock in said Rail Road Company, at par convertible at any time within five years from the date thereof.

Now therefore

This indenture witnesseth, that the said parties of the first part, in order to secure the payment of said bonds and interest, and in consideration of the sum of One Dollar to them, at the sealing and delivery hereof, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant bargain, sell transfer and convey to the said party of the second part, his successor or successors in the trust hereby created, and assigns, all the following present and in future to be acquired property of the said parties of the first part, that is to say— So much of their said Rail Road between the City of Watertown and the City of Madison, in the State of Wisconsin, aforesaid, including the right of way and land occupied by said Rail Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon. Bridges Viaducts, Culverts, fences, Equipments, depots, grounds, and buildings thereon

engines, tenders, Cars, tools materials, machinery, fixtures, and all other personal property, rights thereto and interest therein, together with the name and functions appertaining to the said road, and the tolls, rents, and income to be had or levied therefrom, and all franchises, rights and privileges of the said parties of the first part, in to or concerning the same. But nothing herein contained shall be construed to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City or County bonds, or other securities, received in payment of Stock or otherwise, or of any lands or other property of the Company not necessary to be retained for the road way, depot grounds, Stations, nor required for the construction or convenient use of said Rail Road, nor from collecting monies due the Company on Stock Subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction use and repair of said Rail Road, all Stock Subscriptions, donations, or loans of money, lands or other property, which may have been, or which may hereafter be made for that purpose; but said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part, and his successors To have and to hold the said premises and every part thereof with the appurtenances unto the said party of the second part, his successors in said trust and assigns, upon the following trusts that is to say: In case the said party of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of said bonds, at any time when the same may become due, and payable, according to the tenor thereof, when demanded, then after Sixty days after such default (in case such principal or interest shall then remain unpaid) upon request of the holder of such bond, the said party of the second part his successors in said trust or assigns, may enter into and take possession of the or any part of said premises, and as the attorney in fact of the said parties of the first part, by himself or agents or substitutes duly constituted have use and employ the same, making from time to time all needful repairs alterations and additions thereto, and after deducting the expenses of such use repairs, alterations, and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid. And the said party of the second part, his successors in said trust or assigns, at his or their discretion, may or on the written request of the holders of at least one half of the bonds then unpaid, and unconverted into Stock, shall cause the said premises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid to be sold at public Auction in the City of Madison in the State of Wisconsin aforesaid, or in the City of New York, giving at least forty days notice of the time place and terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers of good circulation in each of the cities aforesaid, and wherever else required by law, and execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them of all right interest or claim in or to said premises or any part thereof. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part nor any injunction or stay of proceedings or any precept be applied for or obtained by them to prevent such entry or sale as aforesaid

And the said parties of the first part hereby covenant for the consideration aforesaid, to execute and deliver any further reasonable and necessary Conveyance of the premises or any part thereof, to the said party of the second part his successors in said trust and assigns, for more fully carrying into effect the objects hereof, particularly for the Conveyance of any property subsequently to the date hereof acquired by said parties of the first part, and comprehended in the description contained in the premises.

And the said parties of the first part hereby further Covenant as aforesaid, that the money borrowed for the purposes aforesaid upon the security of said bonds, shall be faithfully applied to the purchase and transportation of iron rails and machinery, and for the construction of said Rail Road, and the expenses attending such loan and purchase; and that rails and machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing of said Rail Road.

And it is hereby mutually agreed, and these presents are upon this express condition that on Payment of Principal and interest of said bonds, or the conversion thereof into Stock in manner aforesaid, the estate hereby granted to the said Party of the second part shall be void, and the right to the premises hereby Conveyed shall revest in and revert to the said parties of the first part without any acknowledgement of satisfaction Reconveyance reentry or other act.

And it is further mutually agreed that in case of the death, mental incapacity, or resignation of the said party of the second part, or his estate right, interest power and control in the premises shall be divested, cease and determine, and the same shall from thenceforth, for the purposes aforesaid, be vested in, and all and singular the trusts, and duties hereinbefore mentioned and enumerated shall devolve upon Jacob S Atwood of the City of New York, without any other or further assurance or conveyance for the same. And in case of the death, mental incapacity or resignation of the said Jacob S Atwood after the trust hereby created shall have devolved upon him the said parties of the first part, shall on in default to take proceedings therefor, for thirty days, the holders of a majority of said bonds may apply to the Supreme Court of the State of Wisconsin to appoint a new trustee being a resident of the City of New York to supply his place and thereupon such new trustee shall become vested for the purposes aforesaid with all the right and interest hereby conveyed & or vested in the said party of the second part, without any further assurance or conveyance for the same; but if the same shall be necessary, both or either of the parties hereto shall execute any necessary leases or conveyances for that purpose.

In witness whereof the parties of the first part have caused their corporate seal to be hereto affixed, and these present to be subscribed by their President & Secretary. And the said party of the second part has set his hand and seal the day and year first above written.

L S

Jairus C Fairchild President
Watertown and Madison RR Co

H K Lawrence Secretary of the
Watertown & Madison RR Co

Sealed and delivered in presence of
Dan'l Noble Johnson
Thos Wood

I do hereby accept the trust imposed by the foregoing Mortgage. This done at the City of New York on this twenty-sixth day of May in the year of our Lord Eighteen Hundred and fifty three

In presence of
Ja S Stebbins

Edwin Sadlon

State of Wisconsin
County of Dane } ss.

On this first day of December in the year of our Lord One thousand eight hundred and fifty three, before me personally came Jairus C Fairchild, the President and Hoel K Lawrence the Secretary of the Watertown and Madison Rail Road Company, both of whom are to me well known, who being by me severally sworn, did depose and say, that they are respectively the President and Secretary of said Rail Road Company, that they know the Corporate Seal of the same, that the seal affixed to the within Mortgage is the Corporate seal of said Rail Road Company, that it was so affixed by order of the Board of Directors of the same, and that they severally signed their names by like order as President and Secretary thereof, and that by said signing and sealing the within mortgage was executed as the free act and deed of said Rail Road Company for the uses and purposes therein mentioned and expressed.

In witness whereof I have hereunto set my hand and affixed my official seal

Seal

Dan'l Noble Johnson
Notary Public
Dane County
Wis

State City and County of New York } ss.

I John Risse a Commissioner appointed by the Governor of the State of Wisconsin and under the laws of said State, with full power and authority to take acknowledgements or proof of all Deeds or other instruments in writing depositions and other testimony to be in and for the State of New York, to be used or recorded in said State of Wisconsin duly commissioned by said Governor, and residing in the City of New York Do by this instrument given under my hand and official seal, certify and make known, that on the 12th day of January 1857 before me personally appeared in my said State aforesaid Edwin Sadlon described in and who executed the annexed instrument and acknowledged that he executed the said instrument freely for the purposes therein stated. And I certify that the person who made the said acknowledgements is known to me to be the individual described in, and who executed said instrument.

John Risse

Seal

Commissioner for
Wisconsin

Registers Office Dane Co Wis
Jany 21 1857

This is to certify that a certain Mortage executed by the Watertown and Madison Rail Road Company to Edwin Ludlow, Trustee dated the first day of December A.D. 1856. and recorded in this office January 20th A.D. 1857 is this first and only mortgage on record in this office

Charles Cornelius Register
by J Ritchie Dept

Registers office Jefferson County Wis.
January 23 1857

This is to certify that a certain Mortage executed by the Watertown and Madison Rail Road Company to Edwin Ludlow Trustee dated the First day of December A.D. 1856. and recorded in this office January 23 1857. is this first and only mortgage on record in this office

Charles Stoppenbach Register
By Jno Hoffmann Dept

* And it is also further mutually agreed that the said party of the second part his successors in said trust and assigns shall only accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him or them, when such agent is selected with reasonable discretion, and the said party of the second part his successors in said trust or assigns shall be entitled to receive proper compensation for any labor or service performed by him in the discharge of his trust he can he shall be compelled to take possession of said premises or any part thereof or manage the same

Racine and Mississippi Rail Road Company

This indenture made this first day of September 1855 between the Racine and Mississippi Rail Road Company a corporation by or under the laws of the State of Wisconsin Parties of the first part, and the Farmers Loan and Trust Company, a corporation created by or under the laws of the State of New York parties of the second part Witness the parties of the first part pursuant to the terms of the Statute of the said State of Wisconsin, incorporating them and other Statutes of said State affecting them, are engaged in constructing a Rail road from the city of Racine to the town of Beloit in the said State of Wisconsin and for that purpose need and are desirous of raising the sum of Six Hundred and Eighty thousand dollars and to secure the payment of said sum of Six Hundred and Eighty Thousand Dollars design to execute issue and deliver Six Hundred and Eighty Bonds or writing obligatory each for the sum of One thousand Dollars with interest at the rate of Eight per centum per annum payable Semi annually at the office of the said Farmers Loan & Trust Company in the City of New York on the first day of February and August in each and every year and the principal of said Bonds being payable on the first day of August, One Thousand Eight Hundred and Seventy four at the office of said Farmers Loan and Trust Company in the city of New York, said bonds are to stand equally secured according to their amounts by these Presents and to be the following form that is to say

Copy of Bond.

United States of America

State of Wisconsin $1000.

No

The Racine and Mississippi Rail Road Company First mortgage Convertible Bond. Know all men by these Present that the Racine and Mississippi Rail Road Company acknowledge themselves indebted to the Farmers Loan and Trust Company of the City of New York, Trustee or bearer in the sum of One Thousand Dollars which sum the said Rail Road Company promises to pay to the holder thereof on presentation of this bond at the office of the Farmers Loan and Trust Company in the City of New York on the first day of August in the year One thousand Eight Hundred and Seventy five with interest thereon at the rate of Eight per centum per annum payable Semi Annually on the first day of February and August in each year, until such Principal sum shall be paid on presentation of the annexed interest Warranty at the office of the said Farmers Loan and Trust Company, And they hereby waive all benefit of Valuation or appraisement Laws. The holder of this bond shall be entitled at any time within twenty years from the date hereof to convert the principal sum into the Stock of the said Rail Road Company as par ($100) per share on the surrender of this bond with the unpaid interest warranty annexed. This bond is one of a series of Six Hundred and Eighty of like tenor and date and amount the full payment of which is secured by one Indenture of Mortgage dated the first day of September

1855 on the said Rail Road its equipments appurtenances and franchises
executed and delivered to the Farmers Loan and Trust Company
and duly recorded which is the first mortgage upon said premises
and for the better security of the payment of the principal of said bonds
in conformity with the promise therein contained the Racine and Mississippi
Rail Road Company hereby agree and pledge themselves to appropriate
each year out of the net earnings of the Road after payment of the
interest on the debt of the Company a sum equal to one and one half
percent on the amount of bonds issued by the above named indentures of
mortgage as a sinking fund to be placed in trust and used in the purchase
and extinguishment of said Bonds. In witness whereof and in pursuance
of a resolution of the Board of Directors passed August 27th 1855 the
Coporate seal of the said The Racine and Mississipi Rail Road
Company is hereunto affixed this first day of September 1855 and these
presents duly signed by the President and Secretary

L. S. President

Secretary

This is to certify that the above bond is
included in a mortgage dated September 1st 1855 on the Racine
and Mississipi Rail Road and the equipments appurtenances and Branch
lines of the Company executed to the Farmers Loan and Trust Company
of the City of New York in trust and for the use and benefit of the holders
of the obligations of the said Rail Road Company of same tenor and date
not exceeding in all Six Hundred and Eighty Thousand Dollars with power
therein contained to take possession of and sell the same or any part
thereof in case of Sixty days default in paying the interest or principal
of said bonds or any of them which mortgage has been recorded in the several
Counties in which said Rail Road is located and is the first mortgage executed
by said Company on the premises therein mentioned

Treasurer

Coupon

$40. The Racine and Mississipi Rail Road Company will
pay to the bearer hereof at the office of the Farmers Loan and Trust
Company in the City of New York Forty Dollars on the first day
of for interest to that date on their Bond No for $1000
dated September 1st 1855

Treasurer

Now therefore this indenture witnesseth that the said parties of the
first part the better to secure the payment of the said bonds with
interest at the times and in the manner therein mentioned and set forth
and in consideration of the sum of One Dollar by the parties
of the second part in hand paid to said parties of the first part
on or before the ensealing and delivering of these presents the receipt
whereof is hereby acknowledged have granted bargained sold transferred
and set over, and by these presents do grant bargain sell transfer
and set over to the said parties of the second part their successors and
assigns forever all the following property of the said parties of the first
part, that is to say all their Rail Road with its superstructure track
and all other appurtenances made or to be made in the State of Wisconsin
from its Eastern termination in the City of Racine to its western termination
in the town of Beloit, and all the right and title of the said parties of the

first part to the land on which said Rail Road is and may be constructed
together with rights of way now acquired and obtained, or hereafter acquired
or obtained by the said parties of the first part and including the Depot Engine
houses, Shops and other constructions at the City of Racine aforesaid and at
said Town of Beloit, and at all other places along the line of said Rail Road
and the sub parts or parcels of land on which the same are or may be erected
and all the parts of land which shall be used for Depot or Station
purposes with the appurtenances - And all the embankments bridges
viaducts culverts fences and structures thereon and all the appurtenances
belonging thereto, and all the franchises privileges and rights of the said party
of the first part of in to or concerning the same - And also all and
singular their Railroad Furniture including Engines Tenders Cars
of every description, tools materials, machinery and every other kind of
personal property which shall be used for operating said Railroad
But nothing herein contained shall be construed to prevent the parties of the
first part from selling, hypothecating or otherwise disposing of any bonds
or other securities received in payment of Stock or otherwise or of any lands
or other property of the Company not necessary to be retained for the Road
way, depot grounds and Stations now required for the construction & covenant
use of this Road nor from collecting moneys due the Company on Stock
subscriptions or otherwise provided they shall diligently proceed to collect
and faithfully apply all such means to the construction and equipment of
their said Road and provided also that no default shall have been made
in the payment of the interest or principal of any of the above described
bonds To have and to hold the said premises and every part thereof
with all the appurtenances unto the said parties of the second part their
successors and assigns forever upon the following terms, that is to say in case
the said parties of the first part shall fail to pay the principal or any part
thereof or any of the interest on any of the said Bonds at any time when the
same may become due and payable according to the tenor thereof when
demanded then after Sixty days from such default upon the request
of the holder of the said Bond, the said parties of the second part their
successors or assigns may enter into and take possession of all or any part
of said premises and property and as the Attorney in fact or agent
of the said parties of the first part by themselves or agents or substitutes duly
constituted hereunto and employ the same making from time to time all need
full repairs alterations and additions thereto and after deducting the
expenses of such repairs alterations and additions apply the proceeds
thereof to the payment of the principal and interest of all said bonds
remaining unpaid and the Agent or Agents of said Rail Road actually
in possession thereof are hereby ordered to give possession to the said trustees
the parties of the second part, or the said trustees parties of the second
part or their assigns at their discretion may on written request of the
holders of at least one half of the bonds then unpaid and unconverted
into Stock shall cause the said premises or so much thereof as shall
be necessary to pay and discharge the principal and interest of all such
bonds as may then be unpaid and unconverted as aforesaid to be sold at
public auction in the City of Racine in the State of Wisconsin
or in the City of New York giving at least forty days notice of the time

place and terms of such sale and of the specific property to be sold by publishing the same in a newspaper of good circulation in each of said cities and execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part their successors and assigns and all persons claiming under them of all right interest or claim in or to said premises or any part thereof and said trustees shall after deducting from the proceeds of said sale the costs and expences thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds and return the residue thereof to the said parties of the first part it being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part nor any injunctions or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale aforesaid and the said parties of the first part hereby further covenant and agree that nothing herein contained shall prevent said parties of the second part immediately upon the default of the payment of the principal & interest of any such bonds or any part thereof from adopting any other legal or equitable remedies not herein specified for foreclosing this mortgage or for collecting the amount which may be due on such bonds and the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof to the said parties of the second part their successors and assigns for more fully carrying into effect the object hereof particularly for the conveyance of any property subsequently to the day hereof acquired by the said parties of the first part and comprehended in the description contained in the premises And it is further mutually agreed and these presents are upon this express condition that on payment of the principal and interest of said bonds or the conversion thereof into stock in the manner aforesaid the estate hereby granted to the said parties of the second part shall be void and the right of the premises and property hereby conveyed shall revert and invest in the said parties of the first part without an acknowledgment of satisfaction reconveyance reentry or other act, and it is also mutually agreed that the said parties of the second part their successors and assigns shall only be accountable for reasonable diligence in the management of said trust and shall not be responsible for the acts of any agent appointed by them when such agent selected with reasonable discretion and that said parties of the second part their successors and assigns shall be entitled to receive proper compensation for every labor or service performed by them in the discharge of their trust. In witness whereof the said The Racine and Mississippi Rail Road Company the parties hereto of the first part have caused their corporate seal to be hereunto affixed and the name of their President to be signed to these presents and the said Farmers Loan and Trust Company have also caused their corporate seal to be hereunto affixed and the name of their President to be signed to these presents the day and year first above written.

Signed Sealed and delivered acts
D D Williamson President

In presence of
Robt Boyd
Geo M Gilch as to Henry Durand President

Henry S Durand (Seal)
President Racine & Mississippi Rail Road Co

In presence of
John B Rowly
Henry T Fuller

D D Williamson (Seal)
President Farmers Loan & Trust Co

United States of America
State of New York
City and County of New York } ss.

Be it remembered that on this tenth day of September in the year One thousand Eight hundred and fifty five before me the undersigned Edwin F Corey, a Commissioner resident in the City of New York duly commissioned and qualified by the executive authority and under the laws of the State of Wisconsin to take acknowledgements of deeds &c to be used or recorded therein personally appeared D D Williamson who is personally known to me and who is known to me to be the President of the Farmers Loan and Trust Company who being by me duly sworn did depose and say that he resides in the City of New York that he was President of the Farmers Loan and Trust Company that he knows the corporate seal of said Company that the seal affixed to the annexed instrument was such corporate seal that it was so affixed by authority of the Board of Directors of said Company and that he signed his name thereto as President of said Company by like authority.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid

(Seal)
Edwin F Corey Jnr
Commissioner for the State of Wisconsin
52 Wall Street, New York

United States of America
State of Wisconsin and
County of Racine } ss.

Be it remembered that on this Fourteenth day of September in the year One thousand Eight hundred and fifty five before me the undersigned Henry T Fuller a notary public in and for the County of Racine and State aforesaid duly commissioned and qualified by the executive authority and under the laws of said State personally appeared Henry S Durand who is personally known to me to be the President of the Racine and Mississippi Rail Road Company who being by me duly sworn did depose and say that he resides in the City of Racine in the State of Wisconsin that he is the President of the Racine and Mississippi Rail Road Company that he knows the

corporate Seal of said Company that the Seal affixed to this instrument is the Seal of said Company that it was affixed by order of the Board of Directors of said Company and that he signed his name as President of said Company by the like order

In witness whereof I have hereunto set my hand and official Seal the day and year above written

Essal

Henry F Fuller
Notary Public

Recorded for record Sept 8 1855 at 9 o'clock A.M.

Register's Office
Racine County ss

I, William M Shepard Register of Deeds in and for said County of Racine do hereby certify that the above is a correct copy from the record in my office

Wm M Shepard
Register of Deeds

Recorded Feby 7th at 4 o'clock P.M.
John H Hunt Dep Regr

Wisconsin Central Rail Road Company

This Indenture made this fifth day of February in the year of our Lord One Thousand Eight hundred and fifty seven, by and between the Wisconsin Central Rail Road Company, a corporation duly constituted by the laws of the State of Wisconsin, party of the first part, and John P Gilbraith and Gideon De Angelis both of the city and State of New York parties of the second part, Witnesseth that whereas the party of the first part, for the purpose of providing funds to complete the construction and equipment of their railroad from the State line between the States of Illinois and Wisconsin, at or near the village of Geneva in the County of Walworth, to the town of Columbus in Columbia County in the said State of Wisconsin, deem it advisable to make and issue for the purposes above named, their Bonds to an amount not exceeding One million two hundred and Twenty five thousand dollars, to be secured by a first and only mortgage upon the entire line of said Company's Rail road, from the State line to Columbus aforesaid. One thousand in number of which Bonds to be for the sum of One thousand Dollars each, and four hundred and fifty to be for the sum of five Hundred dollars each, all to be equally secured by this mortgage, without reference to priority of number, and to be payable on the fifth day of February One thousand Eight Hundred and Seventy Seven together with eight per cent interest from the date thereof, to be paid Semi Annually on the first days of August and February in each year; said Bonds to be numbered Consecutively from number One upwards, and to be signed by the President and Secretary and Sealed with the Corporate Seal of said Company; and the Coupons thereto subjoined to be signed by said Companys Treasurer. The form of said bond shall be as follows to wit

State of Wisconsin. United States of America

Wisconsin Central Rail Road Company.

First mortgage Bond secured on all the estate and property of the Wisconsin Central Rail Road Company and by a Sinking fund irrevocably pledged.

No.

Know all men by these presents that the Wisconsin Central Rail Road Company are indebted to John P Gilbraith and Gideon De Angelis of the City of Newyork in the sum of Dollars lawful money of the United States of America, which the said Company promise and agree to pay the said John P Gilbraith and Gideon De Angelis or their Assigns, on the fifth day of February in the year of our Lord, One Thousand Eight hundred and Seventy Seven, at the Peoples Bank in the City of Newyork with interest thereon at the rate of Eight per centum per annum payable semi Annually at the same place, on the first days of August and February in each year, on presentation and surrender of the annexed Coupons as they severally become due, And in case of the non payment of interest for any half year when demanded as aforesaid, and the same remaining in arrear for Sixty days thereafter, the principal shall become due and payable on demand from and after the date of said default, with interest then accrued and in arrear The holder of this bond shall be entitled at any time within twenty years from its date, to convert the principal sum into stock of the said Rail Road Company at par. $100 per share; on the surrender of this bond with

the unpaid Coupons annexed.

This bond is one of a series of bonds of like tenor and date, executed and issued in conformity with resolutions passed by the Board of Directors of said Company on the thirteenth day of January in the year of our Lord, one thousand Eight hundred and fifty Seven, authorizing and directing bonds to be issued, amounting in the aggregate to twelve hundred and twenty four thousand dollars — and the holder hereof is entitled to the security derived from a mortgage bearing date the fifth day of February A D One thousand eight hundred and fifty Seven, and duly recorded on all the property and estate whatsoever real or personal, now owned or which may hereafter be acquired by said Wisconsin Central Rail Road Company, with all the rights franchises, privileges and appurtenances whatsoever thereunto belonging executed and delivered to the said John P Wheelock and Gideon De Angelis in trust to secure the payment of the principal and interest on said bonds. The holder hereof will also be entitled to the benefit derived from a Sinking fund, to be paid annually to commence three years from date by said resolutions which are made irrevocable and more specifically provided for in said Mortgage of a sufficient sum to redeem the whole of the debt secured by said Mortgage within twenty years from the date thereof. This bond shall not be obligatory or valid until the proper Certificate of the above named Trustees parties of the second part or their successors shall be duly endorsed thereon.

This bond may pass by delivery or may be registered on the Books of the Company, at the option of the holder, after which no transfer shall be valid unless it be registered as aforesaid, and a certificate thereof endorsed on the bond by the Treasurer. Provided however that it may be transferred in said Books to bearer and thereafter pass by delivery.

In witness whereof the said Wisconsin Central Rail Road Company have caused this bond to be signed by their President and Secretary and their Corporate Seal to be hereto affixed, and have also caused the Coupons hereto annexed to be signed by their treasurer, this fifth day of February in the year of our Lord one thousand Eight hundred and fifty Seven

Secretary. President

Now this Indenture further witnesseth that the party of the first part, in consideration of the premises, and of the sum of One dollar to them in hand paid by the parties of the second part: the receipt whereof is hereby acknowledged, and in order to secure the payment of the Bonds so to be issued as hereinabove described and defined, amounting in the aggregate to One Million two hundred and twenty four thousand dollars, together with the interest thereon as the same shall from time to time fall due, have granted, bargained, sold conveyed and transferred, and by these presents do grant bargain, sell, convey and transfer unto the parties of the second part (who hereby accept the trust herein created) and their successors in the trust as hereinafter provided, all and singular the Rail Road of the said Company, from the said State line near the Village of Genoa to the town of Columbus in the State of Wisconsin aforesaid, together with all the rights of way, depot grounds, Railways, Rails, bridges, Superstructures fences, stations, Station Houses and other buildings, and all the Lands and Hereditaments by the party of the first part now held in their name or hereafter to be acquired in connection with said Railway, or relating thereto whether obtained under the rights and privileges of their several charters, or conveyed to them by deed, and also all the tolls, income, rents, issues and profits, and appurtenances of the franchises of them, the party of the first part connected with their said line of railway, or relating thereto, and also all the locomotive engines, tenders, cars of every Kind, machinery, machine Shops, tools and implements, wood and property connected with the proper equipment, working operating and conducting of said road, now owned, or hereafter to be acquired by the party of the first part, for or appertenant to the aforesaid line of road, in substitution of those now owned by them or otherwise to the aforesaid line of road, all which personal chattels are hereby declared to be fixtures and appurtenances and are to be used and sold therewith, and not separated therefrom, and are to be taken as a part thereof. But nothing herein contained shall be so construed as to prevent the party of the first part from selling or otherwise disposing of any City or County Bonds or mortgages, Stocks or other securities received in payment or Security for Stock or otherwise, nor shall this mortgage be construed to include any lands or other property of the party of the first part not needed for their road or roadway, or for their depot or station grounds, and not required for the construction, operation, maintainance or convenient use of the same, and which said party of the first part may deem it for the interest of said Company to sell or otherwise dispose of. Provided however that the proceeds of the sale, lease or other disposition of such lands and property shall be faithfully applied to the payment of the debts of said Company or be used in the construction and equipment of said Companys road, & Provided also that no default shall have been made in the payment of the interest or principal of any of said Bonds.

And said party of the first part further covenants and agrees with the said parties of the second part, and their successors in the trust hereby created, that for the further security and ultimate redemption of said Mortgage Bonds, they will annually on or before the first day of February, commencing with the first day of February A D 1861. until the principal of said Bonds is fully paid set apart and appropriate from the earnings of said road for the preceding twelve months and deposit with the aforesaid Trustees or their successors, the just and full sum of Two and a half percent on all out Standing Bonds, secured by this Mortgage, which percentage in sum with the accumulation of interest thereon will amount to a sum sufficient to redeem all of said Mortgage Bonds at maturity. Said Sinking funds or sum so set apart annually with the accumulations of interest thereon shall as soon as practicable thereafter, be invested by said Trustees in the purchase of said Bonds, whenever the same can be purchased at or below par; but whenever they cannot be so purchased then the said Sinking fund shall be invested in such other securities, as shall seem to the parties of the Second part, under the advice and direction of the party of the first part, a beneficial investment of said funds for the purpose hereof, so that the same shall be at all times readily convertible into money for the purchase of said Bonds, Said Bonds when so purchased for the use of the Sinking fund shall be cut and cancelled by said Trustees, or their successors, and be by them retained as vouchers until the final settlement of their trust account; but the interest warrants or Coupons attached to the Bonds so cancelled shall be held by said Trustees and be by them collected as they severally become due for the benefit of the Sinking fund aforesaid. Said Trustees or their successors shall at all times keep a correct account and registry of the said Securities and funds held by them as aforesaid, and belonging to the Sinking fund, for the inspection of the parties hereto, and of the Stockholders and Bond holders of the Road.

At the maturity of said Bonds, said Trustees and their successors shall apply the funds and securities then in their hands to their full and perfect redemption, and render the overplus if any to the party of the first part. To have and to hold the said granted premises and every part thereof unto the said parties of the second part, and their successors in the trust on the trust and for the purposes following, that is to say. In case the party of the first part shall fail to pay the principal of said bonds, or any part thereof, or any of the interest on any of said Bonds, when the same shall become due and payable according to the tenor thereof when demanded or shall fail to set apart and deposit with the parties of the second part or their successors the several sums of money, or instalments, for the purposes of the sinking fund at the times and in the manner herein before particularly set forth, then after sixty days from such default, said parties of the second part or their successors, shall have power to enter upon and take possession of all or any part of said premises and property hereby conveyed, and by their selves or agents to use and employ the same, making from time to time all needful repairs & alterations and additions, and after deducting the expenses of said use apply the proceeds thereof to the payment of the interest and principal of all said Bonds remaining unpaid.

Said parties of the second part may at their discretion, and on the written request of the holders of a majority in amount of the Bonds then outstanding shall cause the said premises and property or such part thereof as may be necessary to discharge and pay the interest and principal of said Bonds then outstanding, to be sold at public auction giving at least forty days notice, of the time, place, and terms of such sale, by publishing the same in two newspapers of good circulation in each of the Cities of New York, Chicago, and Milwaukee, and shall execute to the purchaser thereof a good deed of conveyance in fee simple, for the same, which shall be a bar against the party of the first part, and all persons claiming under them, of all right or interest in or to said premises and property, so sold and conveyed, and the said Trustees after deducting the cost and expense of such sale, and of managing such property shall apply so much of the proceeds of such sale as may be necessary to the payment of the interest and principal of said Bonds then remaining unpaid and restore the residue if any, to the party of the first part.

It is expressly understood and agreed that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by said party of the first part, nor any injunction or stay of proceedings, or any process or proceedings be applied for or obtained by them to prevent such entry or sale as aforesaid. And said party of the first part hereby covenant and agree for the consideration aforesaid at any time or times hereafter to execute and deliver any further reasonable and necessary conveyance of the premises and property, or any part thereof to the parties of the second part, or their successors in said trust for the more effectually vesting the premises hereby granted, or intended to be granted in said parties of the second part, and for more fully carrying into effect the object of this instrument particularly for the conveyance of any property acquired subsequently to the date hereof by the party of the first part.

Provided always and this

conveyance is upon this express condition that if said party of the first part shall well and truly pay the interest on said Bonds, when the same shall fall due, and be demanded, and also the principal thereof at their maturity then the estate title and interest of the parties of the second part and their successors in the trust shall cease and determine and become void, but otherwise they shall remain in full force and virtue. It is mutually understood and agreed that on default as above in the payment of interest or principal of any of said Bonds or in any payment to the sinking fund the parties of the second part and their successors shall on the request in writing of bona fide holders of such Bonds to the aggregate amount of One hundred thousand Dollars enforce and exercise the aforesaid powers of entry and use of said road and property, but until such default shall happen and possession shall be so required to be taken in compliance with the foregoing and previous provisions of this instrument, the party of the first part shall continue in possession and management of the granted premises.

It is further agreed that in case of the death, mental incapacity or resignation of either of said Trustees or parties of the second part, his interest and power under this conveyance shall at once cease and determine, and the same shall be forthwith vested in the survivor of said Trustees, who shall thenceforth have and exercise all and singular the trusts devolved by this conveyance on the parties of the second part. And in case both Trustees named in this instrument for the cause above named should cease to act, then and in that case a successor or successors, in said trust, who shall be resident of New York City may be appointed by the Supreme Court for the City of New York, or any Judge thereof, after reasonable notice to said party of the first part on application in writing of any five bond holders, and the person or persons so appointed shall thereupon become vested with all and singular the powers duties and responsibilities devolved upon the parties of the second part in this instrument. And it is further agreed that the parties of the second part shall not be responsible at any time for the default or misconduct of any agents by them employed in their discretion but they shall be bound to the exercise of due and ordinary diligence and care.

All the obligations, stipulations and provisions contained in the Bonds issued pursuant to this mortgage as represented in the form of Bond above written are hereby ratified and adopted as a part of this indenture binding on all the parties hereto anything herein contained to the contrary notwithstanding.

In witness whereof the parties to these presents have hereto interchangeably set their seals — the party of the first part their corporate seals, and have signed the same the party of the first part by their President and Secretary the day and year first above written

Rufus Cheney Presd (Seal)

Signed sealed and delivered in presence of

Edwin Hodges Secretary

J E Holmes

J E Mills

John P Yelverton (Seal)

Gideon DeAngelis (Seal)

Witness
Edwin F Corey } as to Yelverton and
Wm Clark } DeAngelis

United States of America
State of New York } City and County of New York } ss.

Be it remembered that on this Sixteenth day of February in the year One thousand Eight hundred and fifty Seven before me the undersigned Edwin D Levy a Commissioner, resident in the City of New York, duly commissioned and qualified by the Executive authority and under the Laws of the State of Wisconsin to take acknowledgment of deeds &c to be used or recorded therein personally appeared John P Yelverton and Gideon De Angelis to me known to be the persons who executed the foregoing instrument and acknowledged the execution thereof by them sealed and subscribed to be their free act and deed for the uses and purposes therein named.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Seal.

Edwin D Levy
Commissioner for the State of Wisconsin
residing & acting in New York

State of Wisconsin
County of Walworth } ss.

Be it remembered that on this fifth day of February A D One thousand Eight hundred and fifty seven before me a Notary Public residing in said County of Walworth duly commissioned by the Governor of Wisconsin to take acknowledgments and proof of Deeds and other instruments in writing under seal to be used or recorded in said State of Wisconsin, personally came Rufus Cheney Jr President of the Wisconsin Central Rail Road Company, who is known to me to be the same person whose name is subscribed to the foregoing conveyance, who being by me duly sworn deposes and says, that he resides in the County of Walworth in the State of Wisconsin, that he is President of the Wisconsin Central Rail Road Company. That the seal affixed to said conveyance is the corporate seal of said Company, and he signed his name to said conveyance by like order as President of said Company. And the said Rufus Cheney Jr further says that Edwin Hodges who signed said conveyance as Secretary of said Company, that he well knows the handwriting of said Edwin Hodges and that he signed the said conveyance by order of the said Company.

In witness whereof I have hereunto set my hand and affixed my seal of Office the day and year aforesaid.

Seal

De Grand Rockwell
Notary Public

Recorded for record July 25th 1857 at 11 o'clock A M Walworth Co Wis

The St. Croix and Lake Superior Rail Road Company

Deed of Trust

Deed of Trust made this Tenth day of March in the Year One thousand Eight hundred and Fifty Seven (1857) Between the St. Croix and Lake Superior Rail Road Company a Corporation Created by the Legislature of the State of Wisconsin. party of the first part and Gulian C. Brownson, James F. Sutter and Stephand Knapp all of the City and State of New York. Trustees, parties of the Second part

Whereas the Congress of the United States, did heretofore pass an Act entitled "An Act granting public lands to the State of Wisconsin to aid in the Construction of Rail Roads in said State. Approved June 3d 1856.

And Whereas, the Legislature of said State of Wisconsin Subsequently passed an Act approved October 11th 1856. Entitled "An Act to Grant certain lands to the La Crosse and Milwaukee Rail Road Company and to Execute the Trust Created by an Act of Congress Entitled "An Act granting public lands to the State of Wisconsin. to aid in the Construction of Rail Roads in said State" Approved June 3d 1856."

And Whereas, The said La Crosse and Milwaukee Rail Road Company after the passing of said last mentioned Act, and on the same day duly accepted the same by a Resolution, adopted by the Directors of said Company a Copy of which, Certified by the Secretary of said Company, under its Corporate Seal, was on the same day deposited in the office of the Secretary of State

And Whereas the Legislature of the said State of Wisconsin did subsequently pass "an Act Approved March 7th 1857. Entitled "An Act to Incorporate the St. Croix and Lake Superior Rail Road Company. Approved February 24th 1854 in the following Words"

"The People of the State of Wisconsin represented in Senate and Assembly do Enact as Follows:

Section 1 The St. Croix and Lake Superior Rail Road Company is hereby authorized and empowered, to survey locate Construct Complete and perpetually to have Maintain and Operate a Rail Road with One or more Tracks or Lines from any point or place on the St. Croix Lake or River or on the Mississippi River. Southerly of Township Number twenty Seven, and Northerly of Township number Twenty five. Which may be determined upon by its Board of Directors to the West End of Lake Superior and to Bayfield and for such purpose shall possess all the rights powers and privileges Conferred by its Charter in Relation to the Road therein Authorized to be Constructed

Section 2. It shall be lawful for the said Company, and for the La Crosse and Milwaukee Rail Road Company to grant and convey to the said Saint Croix and Lake Superior Rail Road Company all the right title and interest of the said La Crosse and Milwaukee

Rail Road Company in and to that portion of the lands or any part thereof heretofore granted to the said La Crosse and Milwaukee Rail Road Company which lie North of the point or place where the Road of the said last mentioned Company shall intersect the St Croix Lake or River or other point which may be determined upon by the said last named Company or such portion of said Lands as said Companies may agree: And. Whenever such Conveyance shall be made the said Saint Croix and Lake Superior Rail Road Company. shall possess all the rights powers and privileges. in regard to the Construction of said Road from the point so determined on to the West end of Lake Superior and to Bayfield and in regard to the application and Disposal of said land or any part thereof and in regard to the running of said portion of said Road and shall be subject to the same Liabilities Duties Conditions and restrictions and the payment of the same Amount of per Centage upon the gross earnings of said road which are Confined or imposed upon or required of the said La Crosse and Milwaukee Rail Road Company or to which said last Named Company was subjected by an Act approved October 11th 1856. Entitled an Act to grant certain Lands to the La Crosse and Milwaukee Rail Road Company and to execute the trust created by an Act of Congress. Entitled an Act granting Certain Lands to the State of Wisconsin to aid in the Construction of Rail Road in said State Approved June 3d 1856 and so far as such portion of said Rail Road is Contained the said La Crosse and Milwaukee Rail Road Company. Shall be from the Date of such Conveyance. Exonerated and released from such Liabilities and Duties

Section 3. This Act Shall Cease and be void unless, the said La Crosse and Milwaukee Rail Road Company, and the said Saint Croix and Lake Superior Rail Road Company shall each accept and assent to the same within thirty days after its passage and such acceptance shall be by resolution adopted by the Directors of said Companies respectively a Copy of which duly Certified by the Secretary of each of said Companies respectively. and under the Corporate Seal thereof shall be filed in the Office of the Secretary of State within said thirty days

Section 4 This Act Shall take effect and be in force from and after its passage

And Whereas, the said La Crosse and Milwaukee Rail Road Company after the passing of said last mentioned Act to wit: On the Ninth day of March 1857. duly accepted the same by a Resolution adopted by the Directors of said Company a Copy of which Certified by the Secretary of said Company under its Corporate Seal was on the 11th day of March 1857. Deposited in the Office of Secretary of State

And Whereas. The St. Croix and Lake Superior Rail Road Company after the passage of said last mentioned Act to wit: On the Ninth day of March 1857. duly accepted the same by a resolution adopted by the Directors of said Company a Copy of which. Certified by the Secretary of said Company under its Corporate Seal. was on the 11th day of March 1857 Deposited in the Office of the Secretary of State

And Whereas the La Crosse and Milwaukee Rail Road Company did on the 10th day of March in the Year of our Lord One Thousand Eight hundred and Fifty Seven, Enter into a Certain Indenture and Agreement with the said Saint Croix and Lake Superior Rail Road Company party of the First part in the Words and figures following to wit:

This Indenture Made and executed this tenth day of March in the Year of our Lord One thousand Eight hundred and fifty Seven, by and between the La Crosse and Milwaukee Rail Road Company party of the first part, and the Saint Croix and Lake Superior Rail Road Company, party of the Second part, Witnesseth

That the said party of the first part in pursuance of authority granted in the 8th Section of an Act of the Legislature of the State of Wisconsin, Entitled "An Act to incorporate the La Crosse and Milwaukee Rail Road Company Approved April 2nd 1852. in the words following to wit: "The said Company shall have power to ××× purchase from any other Rail Road Company, the whole or any part of any railroad or branch said road owned by such Company, or to lease or to sell to any other Company the whole or any part of the railroad or any of its Branches to be built or owned by this Company" And also in pursuance of further authority granted in the first Section of an Act of the Said Legislature, Approved October 11th 1856. Entitled an Act to Grant certain lands to the La Crosse and Milwaukee Rail Road Company and to execute the trust created by an Act of Congress Entitled an Act, Granting public lands to the State of Wisconsin to aid in the Construction of Rail Roads in the said State approved June 3d 1856. in the Words following, to Wit: The La Crosse and Milwaukee Rail Road Company is hereby authorized and empowered to ××× have possess exercise and enjoy the same rights privileges functions franchises authority and immunities with reference to the said routes or any railroad to be built thereon, as it now possesses or enjoys with reference to any route it is it now authorized to occupy or any railroad built thereon, and there is hereby conferred upon the La Crosse and Milwaukee Rail Road Company all the power and Authority Contained in the Charter of said Company and in the acts amendatory thereof, for the purpose of Carrying out the objects of this Act and of appropriating and applying the lands hereinafter in this Act granted for their proportion of Aid in the Construction of Rail Road by this Act authorized to be Built" and also in pursuance of further Authority granted in the 2nd Section of an Act of the 2nd Legislature, approved March 5th 1857 Entitled "An Act to Amend an Act to incorporate the Saint Croix and Lake Superior Rail Road Company, Approved February 24th 1854 in the following words to Wit:

It shall be lawful for said Company to receive and for the Lacrosse and Milwaukee Rail Road Company to grant and convey to the said Saint Croix and Lake Superior rail road Company all the right, title and interest of the said La Crosse and Milwaukee Railroad Company in and to that

portion of the lands or any part thereof, heretofore Granted to the said La Crosse and Milwaukee Rail Road Company which lie North of the point or place, where the Road of the said last mentioned Company shall intersect the Saint Croix Lake ——— or River or other point which may be determined upon by the said last Named Company or such portion of said lands as said Companies may Agree: and Whenever such Conveyance shall be made the said Saint Croix and Lake Superior Rail Road Company shall possess all the rights, powers and privileges in regard to the Construction of said Road from the point so determined on to the Head of Lake Superior and to Bayfield and in regard to the Application and disposal of said land or any part thereof and in regard to the running of said portion of said road, and shall be subject to the same liabilities, duties Conditions and restrictions and the payment of the same Amount of per Centage upon the gross Earnings of said road which are imposed upon or required of the said La Crosse and Milwaukee rail road Company or to which said last Named Company was subjected by an Act Approved October 11th 1856 entitled "An Act To grant Certain Lands to the La Crosse and Milwaukee Rail Road Company and to execute the Trust Created by an Act of Congress entitled an Act granting Certain lands to the State of Wisconsin to Aid in the Construction of Rail Roads in said State Approved June 3d 1856. and so far as such portion of said Rail Road is Concerned, the said La Crosse and Milwaukee Rail Road Company shall be from the Date of such Conveyance exonerated and released from such liabilities and duties

And in Consideration of the Covenants and Agreements on the part of the said party of the Second part hereinafter Contained to be by it kept and performed and of the Sum of One Dollar paid by the said party of the Second part to the said party of the first part the receipt whereof is hereby acknowledged, does hereby Bargain, Sell, release, Convey, Assign Set over and forever quitclaim to the said party of the second part all of the Estate real personal, and Mixed, embraced and described in a certain Indenture made and Executed in duplicate on the Nineteenth day of February A.D. One thousand Eight hundred and fifty Seven, between the Saint Croix and Lake Superior Rail Road Company, party of the first part, and the La Crosse and Milwaukee Rail Road Company party of the Second part one Copy of which is on file in the Office of each of said Companies bearing date the day and year last aforesaid, and executed by the said Saint Croix and Lake Superior Rail Road Company, by the Signatures of William A Barstow President and Edward H. Hunter Secretary, and the Corporate Seal of said Saint Croix and Lake Superior Rail Road Company affixed thereto and acknowledged on the 20th day of February A.D. 1857. before Alexander F Gray Notary Public, to which indenture for a more perfect description of the said Estate real personal and mixed therein embraced and described, reference is hereby made and had: And also all that portion and route of a certain Rail Road authorized by the aforesaid Act of the Legislature Approved October 11th 1856. to be built by the said party of the first part lying and being between such point on the Saint Croix River or

Lake between Township Twenty Five and Thirty One, E. Shall be designated by said party of the first part, and the West end of Lake Superior and from any point on the said last aforesaid route to Bayfield, together with all the power to survey locate and Contract, Complete and perpetually to have use Maintain and Operate Said Roads, with One or more tracks or lines thereon, and to have reserve, possess, and enjoy all the rights privileges functions, franchises authority and immunities with reference to the said routes or any Rail Road to be built thereon by the said party of the second part, which now belongs to the said party of the first part and of having appropriating and applying the lands herein after described and granted or their proceeds to aid in the Construction of said Rail Roads which are conferred upon the said party of the first part, By the Act of the Legislature aforesaid Provided that the said Land, and the proceeds thereof Shall be applied exclusively in the Construction of that part of said Road Within the limits herein Stated and Shall be applied to no other purpose Whatever:

And the said party of the first part, for the Consideration aforesaid does hereby Sell and Convey to the said party of the second part all the interest of the said party of the first part, of in and to every alternate Section of Land designated by Odd Numbers, for Six Sections hereafter on each Side of said Road, from the Points aforesaid, on the Saint Croix River or Lake to the West End of Lake Superior, and from any point on said last aforesaid Route to Bayfield, together with, Such Lands Within Fifteen Miles of the Line or Route of said Road or Roads, as Shall be Selected, in pursuance of said Act of Congress in lieu of any Sections or parts of Sections, Which Shall have been Sold by the United States, or to Which the Right of Pre Emption has attached, and it is hereby Expressly understood between the parties hereto that the said La Crosse and Milwaukee Rail Road Company, possesses and does not surender or release the right of Selecting any Lands Within Fifteen Miles of, and More than Six Miles from the Route of said Roads or Roads between the St. Croix River or Lake, and the West End of Lake Superior and also, Between said Route and Bayfield, for the purpose of making up any deficiency which does or may exist in the quantity of Lands to which the said La Crosse and Milwaukee Rail Road Company is or may be entitled upon that part of its Line extending from Madison to the St. Croix River or Lake, and said party of the second part hereby Covenants and agrees to Construct said Rail Roads between the Points to be Designated by the party of the first part as aforesaid and the West end of Lake Superior and to Bayfield, within Ten years from the 3d day of June 1856, and said roads are to be of the first Class with T. Rail, and in every respect as good as the La Crosse and Milwaukee Rail Road. And the said party of the first part in Consideration of aforesaid further Covenants, and agrees to Construct and run its Line of Rail Road to a point on the St. Croix River or Lake to be designated as aforesaid by said party of the first part or to some convenient point Easterly therefrom, so as to Connect with a Rail Road from such point on the St. Croix River or Lake to the West end of Lake Superior and so as to make a Terminus thereof at the point as

aforesaid on the St. Croix River or Lake. And the said party of the second part, for and in Consideration of the Covenants, and Agreements herein contained on the part of the said party of the first part, has Sold and granted and does hereby Sell grant assume and Convene unto the said party of the first part, free of all Costs Charges and Compensations, the pro rata equal proportion of so much of its Line of Rail Road as Shall extend Easterly from said terminal point on the St. Croix River or Lake to the aforesaid point of intersection to enable the said party of the first part to make a terminus of its Rail Road at the point as aforesaid on the St. Croix River or Lake. And the said party of the second part in Consideration as aforesaid does further Covenant and agree to and with the party of the first part, that it will pay to the State of Wisconsin on or before the first day of March in each year Four per Centum of the Gross Earnings of said road for the Year Ending on the last day of the preceding December in place of Taxes on that part of said Rail Road hereby Granted as is provided by the Acts of the Legislature aforesaid: and also Carry out perform and obey all and Singular the Conditions, obligations, and restrictions Expressed or implied in any Acts of the Legislature aforesaid, which have been passed, and which would be binding upon the said party of the first part to do and perform. So far as the said Rail Road from a point as aforesaid on the St. Croix River or Lake between Townships Twenty five, and Thirty one to the West End of Lake Superior and also from any point on said last aforesaid route to Bayfield may be referred to, or Concerned in the Acts aforesaid as if this Deed of Indenture had not been Executed: And at all times, the proper Officers and Agents of the State of Wisconsin Shall have free access to and the right of Examining the books of said party of the second part for the purpose of ascertaining the Gross Amount of Earnings of the Roads of the said party of the second part and the Amount of Money to be paid to the State of Wisconsin in accordance with the Acts of the Legislature aforesaid and for Securing to the State the aforesaid per Centum, it is hereby declared that the State Shall have a lien upon the said Rail Road within the limits aforesaid and upon all other property Estate and effects of the said party of the second part Whether real personal or mixed, and said lien Shall take and have precedence of all demands, Leases, and Judgments against said party of the second part

And the said parties hereto Mutually Covenant and agree that they will form running Connections with each other and Such as will best promote as far as possible their Mutual interest, and that Neither of said parties, will enter into any Contract or Arrangement with any other Rail Road or other Company or persons or persons Engaged in the Business of Transportation of Persons or property which would Come into Competition with the interest of the other of the said parties, hereto Without the assent in Writing of the party to be affected thereby. And further it is Mutually agreed that said party of the second part Shall not Sell Convey Lease or let to any party Whatever without the Consent of the said party of the first part or of the Legislature, the Whole or any part of said Rail Road, Nor in any Manner Alienate, the Same except that the Same may be placed under Mortgage, with the Stipulations

usual

usual in Such Cases for the purpose of raising funds wherewith to Construct the Said Rail Road and to provide the Necessary buildings and Equipments - Therefore

In Witness Whereof the said parties have executed these presents in pursuance of Resolutions adopted by their respective boards of Directors by the Signatures of their respective Presidents and Secretaries and the affixing of the Seals of said Companies respectively the day and year first above Written

And Whereas the said Saint Croix and Lake Superior Rail Road Company for the purpose of fulfilling its obligations as expressed in the foregoing Indenture, and Articles of Agreement and of fulfilling its Obligations to the State of Wisconsin as the same are Set forth in Said Act approved March 8th 1857, and recognized and assumed in Said Articles of Agreement and for the further purpose of Constructing its Rail Road from a point on the St Croix River or Lake between Township Twenty five and Thirty One to the West end of Lake Superior and to Bayfield: has determined to borrow a Sum of Money not Exceeding Eight Millions of Dollars, and to issue its Bonds for the repayment of the Moneys which may be borrowed, with the interest thereon which Bonds (Exclusive of the Numbering and interest Warrants or Coupons) Will be Substantially in the following Form.

"United States of America State of Wisconsin: The Saint Croix and Lake Superior Rail Road Company. Know All Men By these presents that the Saint Croix and Lake Superior Rail Road Company. Acknowledge themselves to be indebted to the Bearer hereof in the Sum of One Thousand Dollars Lawful money of the United States for money borrowed for the Construction of their Road from St Croix River or Lake to the West end of Lake Superior and to Bayfield, which Sum they agree to pay to the bearer hereof on the first day of March in the Year of our Lord 18[illegible] at the Bank of the Republic in the City of New York, with interest at the rate of Seven per Centum per Annum, payable in the City of New York, Semi Annually on the first day of September and the first day of March in each Year on presentation and delivery of the interest Warrants or Coupons hereto annexed. Said Rail Road Company reserves the right to satisfy and discharge this Bonds at any time before the principal becomes due, by paying to the holder thereof the Sums of Eleven hundred Dollars, with the interest up to the time of Such payment so far as the Same may not have been previously paid. This is one of Eight Thousand Bonds all of the Same tenor, and Numbered from 1 to 8000 respectively, which make in the aggregate the Sum of Eight Millions of Dollars to Secure the payments of all which Bonds, a Deed of Trust has been executed by Said St Croix and Lake Superior Rail Road Company to Gurdon C. Brownson, James J. Souther and Shepherd Knapp of the City of New York. Trustees:

Conveying to Said Trustees all the Estate real personal and Mixed described in a Certain Indenture and Articles of Agreement between the La Crosse and Milwaukee Rail Road Company and the Said St Croix and Lake Superior Rail Road Company bearing date the tenth day of March 1857 on Bonds and to which

reference is made and also Conveying all the interest which the Said Saint Croix and Lake Superior Rail Road Company has acquired or may hereafter acquire in or to so much of the Lands Granted by the Congress of the United States by an Act approved June 3d 1856. Entitled An Act Granting Certain Lands to the State of Wisconsin to aid in the Construction of Rail Roads in Said State" as by the Said Act were intended to be granted to aid in the Construction of a Rail Road from a point on the Saint Croix River or Lake between Township Twenty five and Thirty One to the West End of Lake Superior and to Bayfield Estimated to be about Eight hundred Thousand Acres. and also Conveying all the interest which Said Saint Croix and Lake Superior Rail Road Company has acquired or may hereafter acquire in Said Rail Road between the aforesaid points, with all the Equipments and other things pertaining to Said Rail Road: Reference to which Said Deed, and bearing date the Tenth day of March 1857. and reciting the said Acts of Congress. and of the Legislature and the said Indenture with the La Crosse and Milwaukee Rail Road Company is hereby had and made for a more full description of Said Lands Roads, and other property, and the interest thereby conveyed to said Trustees.

In Witness Whereof Said, Saint Croix and Lake Superior Rail Road Company has hereto affixed its Corporate Seal. With the Names of its President and Secretary the 2nd day of March in the Year of Our Lord 1857

President

Secretary

Registered and Countersigned by the Trustees this day of 185

Trustees

And Whereas, Said Saint Croix and Lake Superior Rail Road Company has determined to Secure the payment of Such Bonds as may be issued as aforesaid in the manner herein Provided:

Now therefore this Deed Witnesseth that the Said Saint Croix and Lake Superior Rail Road Company in Consideration of the premises and of the Sum of One Dollar paid by Said parties of the Second part, has granted, Bargained, Sold, Conveyed and Confirmed, and doth by these presents, grant, bargain, Sell, Convey and Confirm, unto, Said parties of the Second part all the Estate, real, personal and Mixed, which, is Conveyed by the Said La Crosse and Milwaukee Rail Road Company to the said St Croix and Lake Superior Rail Road Company, party of the first part, in, and by the Said before recited, Indenture and Articles of Agreement bearing date the Tenth day of March 18[illegible]. And also all and Singular the Several Tracts, Pieces, or parcels of land which Now are or may hereafter be, or Constitute the Site of the road way, Tenements Engine Houses, Work Shops, Depots and other buildings, and all the other Lands and real Estate, which now Constitute or may hereafter Constitute or be a part of the Roads of Said Saint Croix and Lake Superior Rail Road Company from the St Croix River or Lake between Township

Twenty Four and Thirty One to the West end of Lake Superior: And also from any point in the said last described route to Bayfield and also all and Singular the Substructions of said roads Whether now made or to be made hereafter, and all the Engine houses, Dock Slips, Depots and other buildings and all the other improvements on or pertaining to said Roads, Whether now built and made, or to be built, and made hereafter and also all and Singular the Locomotive Engines and other rolling Stock and all the other equipments of every kind and description which have already been, or may hereafter be procured for or used on said roads, or either of them, and all the materials tools implements, utensils, and other personal property, which have been or may hereafter be procured in connection with said roads or either of them and also, all and Singular the rights, liberties, privileges and franchises of Said Saint Croix and Lake Superior Rail Road Company of every kind and description relating to said Roads

And furthermore, and upon the Consideration aforesaid, The said Saint Croix and Lake Superior Rail Road Company, has granted, bargained, Sold Conveyed and Confirmed and does by these presents, grant, bargain, Sell, Convey and Confirm, unto said parties of the second part, all and Singular the Lands Granted, or intended to be Granted to said Saint Croix and Lake Superior Rail Road Company, under, or by Virtue of the Act of Congress, and the Acts of the Legislature of Wisconsin hereinbefore mentioned, and the said before recited Indenture, and Articles of Agreement, between the said La Crosse and Milwaukie Rail Road Company and the said Saint Croix, and Lake Superior rail road Company, So far as the said lands pertain or are applicable to the Construction of said rail roads from the Saint Croix River or Lake between Township Twenty four and Thirty One, to the West end of Lake Superior, and from any point on said last aforesaid route to Bayfield estimated to be about Eight Hundred Thousand acres of land. Together with all and Singular the hereditaments and appurtenances belonging or in any wise appertaining to the Lands and Real Estate, Lands Conveyed or intended to be Conveyed, and it is hereby declared to be the intention of the parties to these presents, to Convey to and Vest in said parties of the second part all the property, real and personal of said Saint Croix, and Lake Superior Rail Road Company to be acquired hereafter as well as that which has already been acquired together with all its rights, liberties, privileges, and Franchises in respect to the roads above mentioned, as fully, and amply, as the same might be Conveyed if the said Rail Roads had already been fully Constructed and Equiped and the particular lands granted by the foregoing Act of Congress and Acts of the Legislature and the above recited Indenture and Articles of Agreement, So far as the same are applicable to the Construction of the said Rail Roads from the Saint Croix River or Lake to the West end of Lake Superior to Bayfield, had already been designated and Conveyed to the said Saint Croix and Lake Superior Rail Road Company; To have and to hold, all and Singular the property, Real and Personal with the hereditaments, and appurtenances and all and Singular, the rights liberties privileges and franchises hereby Conveyed or intended to be Conveyed to the said parties of the Second part, and the Survivors, and Survivor Successors and Successor of them and their, and his heirs and assigns forever, as joint tenants and not as tenants in Common interest Nevertheless, and upon the trusts, terms and conditions herein expressed.

First until default shall be made in the payment of said Bonds, or some of them, or the interest thereon said, Saint Croix and Lake Superior rail road Company shall be suffered and permitted to possess, hold and enjoy said roads from the St. Croix River or Lake, to the West end of Lake Superior and from some point on said last aforesaid Route to Bayfield, with the Equipments and all other things appertaining to said roads and use the same, and take and receive the income and, profits thereof in the same Manner as though this Deed had not been made

Second, When said Roads, from the Saint Croix River or Lake, to the West end of Lake Superior, and to Bayfield, shall be surveyed and located, and the particular Lands granted as aforesaid, to aid in the Construction thereof shall be ascertained, said Saint Croix and Lake Superior Rail Road Company will make Schedules of the said Sections and Parcels of said Lands and affix thereto the Minimum prices, at which the same are to be Sold, which prices shall in the aggregate for all of said Lands Amount to the Sum of Eight Millions of Dollars at the least, and will furnish such Schedules duly Certified by said Saint Croix and Lake Superior rail road Company to said parties of the Second part, together with an affidavit of the President and Secretary of said Saint Croix and Lake Superior Rail Road Company, that to the best of their knowledge, information and belief the Minimum prices, have been fairly affixed, having reference to the relative Values of the different Sections and Parcels of land, and whenever said Saint Croix and Lake Superior Rail Road Company, shall certify, in Writing to said Trustees that it has Contracted for the Sale of any Section or parcel of said lands at a sum not less than the minimum price, affixed to the same, and Ten per Centum at the least of the Consideration Money shall be paid to said Trustees, and a Bond and Mortgage in the proper form from the purchaser to the Trustees, Securing the payment of the residue of the Consideration Money with the interest thereon as hereinafter mentioned shall be delivered to said Trustees the Mortgage having been first duly Authorized Acknowledged and Recorded, The said Trustees will thereupon, Make, Execute, and Acknowledge a Deed Conveying to such purchaser his heirs and assigns, all the right, title, interest, and estate of the Trustees of, in and to the Section or Parcel of Lands so Sold, with a Covenant that they have not done any act, matter or thing to Defeat or prejudice their title to the Lands so Conveyed, The principal Sum Secured by the Bond and Mortgage of the purchaser must be made payable on or before the first day of March One Thousand Eight hundred and Seventy five, and the interest thereon must be at the rate of Seven per Centum per Annum and be payable Annually,

The Deed of the Trustees to the purchaser will bear even date with the Bond and Mortgage and will Specify the true Amount of Consideration money and the Manner in which the Same has been paid or Secured,

Sales may be made in like manner of any Section or parcels of said lands, at a less Sum than the Minimum price affixed to the Same in such Schedules, provided the President or Secretary of Said Saint Croix and Lake Superior rail road Company shall make and furnish to said Trustees an affidavit, that the price agreed upon is in his opinion the full Market value of the Land So Sold: And provided also that the aggregate Sums on all Sales then and previously made shall be equal to or above the aggregate for all the land Sold & Specified in Said Schedules.

Third. The Consideration money on any such Sales of Land may be paid, Either in Whole or in Part, by delivering to said Trustees, to be Cancelled one or more of the Bonds which may have been issued by the Saint Croix and Lake Superior Rail Road Company as aforesaid at their par Value and payments upon any such Mortgage as aforesaid, may be made by delivering to said Trustees One or more of such Bonds at their par Value and two or more purchasers may unite and pay a part or all of the aggregate Amount of Consideration Money on their purchases or a part or all of the aggregate Amount of their Mortgages in like Manner.

Fourth. All Moneys which may be received by said Trustees under or in pursuance of this Deed after deducting therefrom their Compensation for Accepting and Executing the trusts, and all Costs, Counsel Fees, Charges and other Expenses shall Constitute a Sinking Fund for the redemption and payment of the Bonds &c to be issued by the Saint Croix and Lake Superior Rail Road Company as aforesaid and the Coupons on interest Warrants attached thereto and shall be faithfully applied to that object and until the Moneys shall be so applied the same shall be deposited in one of the Trust Companies in the City of New York, at the best terms which can be procured for the same, and whenever there shall be any Moneys so on deposite said Trustees may on their discretion apply the same to the purchase of the Bonds which may have been issued by the Saint Croix and Lake Superior Rail Road Company as aforesaid, at their Market Value in the City of New York Provided such Market Value shall not Exceed the par Value thereof; and Whenever the Sums so on deposit shall Exceed Twenty Five thousand Dollars the Surplus beyond that Sum shall be so applied by said Trustees: and in Case a Sufficient Amount of Bonds to absorb such Surplus Cannot be obtained at par in the City of New York said Trustees shall on the written request of the President of said Saint Croix and Lake Superior Rail Road Company, make purchase of Bonds, at a premium not Exceeding Ten per Centum if the same can be had in the New York Market Rates. Whenever the Trustees shall receive any of the Bonds above mentioned in payment for Lands Sold, or on Mortgages or shall purchase any Bonds, as above Provided the same with any unpaid interest Warrants or Coupons annexed thereto shall be immediately Cancelled and shall thereafter only be held as vouchers by said Trustees.

Sixth. In Case default for the Space of Sixty Days shall be made in payment of any of said Interest Warrants or Coupons, as they respectively fall due, it Shall thereupon be Lawful, and said Trustees are hereby authorized and empowered in their Capacity to Sell at public or private Sale for the best prices which can be obtained for the same, all or any portion of the Lands mentioned in such Schedule for the purpose of obtaining the Necessary funds to Satisfy such default, and may appoint One or more Agents or Attorneys to make such Sales, Execute Conveyances to the purchasers and receive the Purchase Money, and if the Sums in default shall at any time be Equal to the Amount of the interest for One year on all the Bonds then outstanding, and the same Cannot be Satisfied within a reasonable time by such Sales of Bonds or if default shall be made in the payment of the principal Sum of said Bonds at

Maturity said Trustees may thereupon in their discretion, either in person or by their Attorney or Attorneys, agents or Agent appointed for that purpose enter into and upon and take possession of all and Singular the said Road from the Saint Croix River or Lake to the West End of Lake Superior and to Bayfield and all the other property real and personal hereinbefore Conveyed or intended to be Conveyed and may Operate said Road and take and receive the income and profits thereof, and may Sell all and Singular the said roads and all the other property Real and Personal hereby Conveyed or intended to be Conveyed Either at public or private Sale and Execute and deliver to the purchasers or purchasers, Deeds and Conveyances, which shall vest in such purchaser or purchasers, all the Estate, right, title and interest, whether Legal or equitable of said Trustees, and said Saint Croix and Lake Superior Rail Road Company of in or to said property, and every part and parcel thereof, including the rights, liberties, privileges and franchises of said Saint Croix and Lake Superior Rail Road Company in respect to the roads which may be sold as aforesaid; But before any Sale of the said roads or any part of them or the rights, liberties, privileges or franchises aforesaid, Shall be Made at Auction, Notice of such intended Sale Shall be published Once in each Week for Twelve weeks at the least, in two Newspapers published in the City of New York, and in Three Newspapers of the best publication in the State of Wisconsin, one of which Shall be published in the City of Milwaukee and Should any further Notice be required by the laws of the State of Wisconsin the same Shall be given, and on the written request of the holder or holders of the Major part in Amount of the Bonds, then outstanding, the Trustees Shall proceed to Sell and Convey said property in the manner hereinbefore provided.

Seventh. Said Saint Croix and Lake Superior Rail Road Company will cause this Deed to be duly Recorded in all proper places, and will Satisfy and discharge, All Taxes, Charges, Liens and other burdens which either Exist or may hereafter be imposed, or arise on the whole or any part of the property hereby Conveyed or intended to be Conveyed, and said Trustees assume no duty or responsibility on those Subjects or in relation to any other matter except as is herein Provided.

Eighth. Said Trustees may appoint all such Attorneys Counsellors, Clerks, and other Agents as they may deem proper in the Execution of the trusts, and Shall not be Answerable for the default or misconduct of such Attorneys, Counsellors, Clerks or other Agents unless Chargeable with Culpable Negligence in their Selection, and further Neither of the Trustees Shall be Answerable for the acts Omissions or defaults of his associates, or Associate Nor Shall either of the Trustees be responsible for any thing but his own Negligence or willful default in the discharge of his duties

Ninth:— This Trust extends to such Bonds, and such only as shall be registered, and Countersigned, by said Trustees and when all of said Bonds shall be satisfied and discharged the Trust Shall Cease. The Trust Shall Cease at the end of Six Calender months after the principal moneys Shall fall due. As to all such Bonds as Shall not then have been presented for payment, and whenever the Trust Shall determine and any Moneys, which may be due to the Trustees shall be paid; the Trustees will Convey to said Saint Croix and Lake Superior Rail Road Company, all their rights title and interest of in, and to, all of said Trust Property; which may not have been previously disposed of in pursuance of the Trust.

Tenth: All the powers and duties of the Trustees may be executed and discharged by any two of them, and in case of the death incapacity to serve, or resignation of any Trustee, all the Estate and interest hereby Created Shall vest in the other Trustees or Trustee as fully as if they or he only had been Named in and had Executed the Deed.

The Supreme Court in the first judicial District of the State of New York may remove either of the Trustees, on the application of his associates or of the said party of the first part, reasonable Notice being first given to such Trustee, Any Trustee may resign his trust, and thereupon forever be discharged from all further duty & obligation in relation to the premises such resignation, after reasonable Notice to the President or Secretary of said Saint Croix and Lake Superior Rail Road Company, and the other Trustees Shall be approved by said Supreme Court, If at any time there Shall be only one Trustee Capable of acting, Said Supreme Court on reasonable Notice to such Trustee, and said President or Secretary, may appoint a new Trustee, who Shall thereupon acquire and have all rights titles interest, and authority under the Trust and subject to all duties and responsibilities, in relation to the same, as fully as though he had been Originally Named as a Trustee, and had executed this Deed.

Eleventh: Said Saint Croix and Lake Superior Rail Road Company will from time to time pay all such costs, Charges and expenses as the Trustees may sustain or be put to in the execution of the Trust, and keep them fully indemnified in the premises.

Said Trustees hereby accept and Covenant, and agree to and with said Saint Croix and Lake Superior Rail Road Company, faithfully to execute said Trust, And said Saint Croix and Lake Superior Railroad Company hereby Covenants, and agrees to and with said Trustees the Survivors and Survivor, Successors and Successor of them that it will from time to time, during the Continuance of the trust make Execute, Cause to be duly acknowledged, and deliver to said Trustees or to the persons who Shall then be Trustees all such further Conveyances and assurances and will do all such further acts, as may be either necessary or proper, for more effectually Vesting in said Trustees all such rights titles, interest or Estates both, Legal and Equitable as said Saint Croix and Lake Superior Rail Road Company now has or

may hereafter acquire of, in, or to, all and every part of the property hereby Conveyed or intended to be Conveyed.

In Witness whereof, said Saint Croix and Lake Superior Rail Road Company, has hereto affixed its Corporate Seal and Caused the Same to be Subscribed by its President and Secretary, and the Trustees, have Subscribed their Names, and affixed their Seals, the day and Year first above Written.

Seal

Samuel Brown. President
Henry R. Hatmaker Secretary
of the Saint Croix and Lake Superior Rail Road Company.

Judiah Peck
Edwin A. Goodrich
Witnesses

Trustees

State of Wisconsin
Milwaukee County } ss

Be it remembered that on the Eleventh day of March A.D. One thousand Eight hundred and fifty Seven. Before me Came Samuel Brown, President, and Henry R. Hatmaker Secretary of the Saint Croix and Lake Superior Rail Road Company, to me known, & the persons who Executed the foregoing Deed, and acknowledged that they executed the same on behalf of, and as the Act and Deed of the said Rail Road Company, freely and voluntarily for the purposes therein mentioned

Seal

Edwin A. Goodrich Notary Public
For the State of Wisconsin
residing in Milwaukee
County.

The Farmers Loan and Trust Company of the City of New York Certificate of Discharge of a Certain Mortgage made by the Milwaukee and Watertown Rail Road Company in the State of Wisconsin: Bearing date the 1st day of May 1856 See Pages 66. 67. 68. 69. & 70. of this Volume A

The Farmers Loan and Trust Company of the City of New York do hereby Certify, that a Certain Mortgage Made by the Milwaukee and Watertown Rail Road Company in the State of Wisconsin, bearing date the 1st day of May 1856. By the Said Company as Trustee for the purpose of Securing Payment of Two Hundred Bonds of One Thousand Dollars Each Made by the Said Rail Road Company and described in Said Mortgage is Satisfied and discharged by the Surrender and Cancellation of all Said Bonds in Said Mortgage described

Which Mortgage was Recorded in the Office of the Secretary of State of the State of Wisconsin, on the 28th day of June 1856. in Volume 1st of Rail Road Mortgages Pages 66. 67. 68. 69. & 70. &c. in the County of Dodge in the Said State of Wisconsin, on the 24th day of June 1856. in Volume B. of Mortgages, Pages 213. 214. 215. 216. & 217.

In testimony whereof the Said Farmers Loan and Trust Company have Caused their Seal To be hereto affixed, and Signed by their President this 21st day of March 1857.

L. L. Williamson (Seal)
President

State of New York
New York City & County } ss

Be it remembered that on the twenty first day of March A.D. One Thousand Eight Hundred and Fifty Seven. Before Me Joseph C. Lawrence a Commissioner in and for the State of New York, duly appointed and Commissioned by the Governor of the State of Wisconsin to take the acknowledgments and proof of Deeds & other instruments of Writing under Seal, to be recorded in said State of Wisconsin. Personally Came L. L. Williamson Esq to me personally known to be the President of the Farmers Loan and Trust Company, who being by me duly Sworn, did depose and say that he is the President of the said Company, that he knows its Common and Corporate Seal, and that the Seal affixed to the foregoing Instrument is such Corporate Seal and that he had Signed his Name thereto by the Order of the Board of Directors of said Farmers Loan and Trust Company, and that he had executed the same as the Act and deed of said Company for the purposes therein mentioned

Given under my hand and official Seal the day and Year above Written

Joseph C Lawrence
Commissioner for the State of Wisconsin in and for the State of New York

(Seal)

A Deed of Trust From The Kenosha and Rockford Rail Road Companies, to John I. Yelverton Banker in the City of New York

This Indenture made this first day of April in the Year of Our Lord One Thousand Eight Hundred and Fifty Seven Between The Kenosha and Rockford Rail Road Company, a Corporation duly formed according to the Laws of the State of Wisconsin to Construct a Rail Road from the City of Kenosha, to the State line of Wisconsin and the Kenosha and Rockford Rail Road Company a Corporation duly formed according to the Laws of the State of Illinois, to Construct a Rail Road from the State line of Wisconsin to the City of Rockford, Parties of the first Part And John I. Yelverton Banker in the City of New York, Trustee, Party of the Second Part, Witnesseth:

That Whereas, the said Kenosha and Rockford Rail Road Company of the State of Wisconsin in the Construction of their Rail Road between the City of Kenosha and the State line of Wisconsin while acting under the Name and Style of the Kenosha and Beloit Rail Road Company, have heretofore made and delivered Bonds which are now outstanding to the Amount of Fifty Thousand Dollars, bearing Seven per Cent interest, Payable Semi Annually, and the Principal payable on the first day of July in the Year One Thousand Eight Hundred and Seventy Four, at the Seaflet Bank in New York City. Which said Bonds are Secured by a Mortgage on the Line of Road, of the said last mentioned Company in the State of Wisconsin Executed to the said John I. Yelverton Trustee:

And Whereas it is desirable and Necessary to provide for and retire and Cancel said Fifty Thousand Dollars of Bonds and Satisfy and Discharge the Mortgage upon the Rail Road of the last mentioned Company by which they are Secured

And Whereas more than Three fifths of the Holders of the said Fifty Thousand Dollars of Bonds, so issued as aforesaid have already Stipulated in Writing to Surrender the same in Exchange for a like Number of the Bonds of the said Kenosha and Rockford Rail Road Companies of the States of Wisconsin and Illinois hereafter to be issued

And Whereas the said Kenosha and Rockford Rail Road Companies of Wisconsin and Illinois have by Articles of Consolidation duly executed on the Fifth day of March A.D. 1857 Consolidated their respective Companies into one Company to be known and called by the Name and Style of the Kenosha Rockford and Rock Island Rail Road Company, which said Consolidation is to take effect by Virtue of said Articles of Consolidation on the First Wednesday of October A.D. 1857

And Whereas further it is also desirable and Necessary in Order to meet the present wants and to provide for the Completion of the Construction and the Equipment of the Roads of the said Companies, from Kenosha to Rockford, that there shall be made and issued in all, For all the purposes above named, Seven Hundred Thousand Dollars of the Bonds of the said Kenosha and Rockford Rail Road Companies, to be Secured by a Mortgage upon the Entire Line of Rail Road of both of said Companies, from the City of Kenosha in Wisconsin, to the City of Rockford in the State of Illinois a Distance of Seventy Miles, all of which said Bonds shall be for the Sum of One Thousand Dollars each, and shall be equally Secured by this Mortgage without Preference or priority of Date or Issue: And Fifty of said Bonds of One Thousand Dollars each shall be Secretly held by said Trustee hereinbefore Named, or his Successor until delivered in

Exchange for a like Number of said outstanding Kenosha and Rock Rail Road Bonds, to be retired and Cancelled, from time to time as Surrendered by the holders thereof.

All of said Bonds so to be issued to be payable on the First day of April A.D. 1877 together with Seven per Cent interest thereon from the date thereof, to be paid Semi Annually, on the First days of October and April in each year. Said Bonds to be Numbered Consecutively from "Number One" upwards, and to be Signed by the Presidents and Countersigned by the Secretaries, and Sealed with the Seals of each of said Kenosha and Rockford Rail Road Companies: And the Coupons or Interest Warrants thereto subjoined shall be Signed by the Secretaries of said last mentioned Rail Road Companies:- And all of said Bonds shall be Substantially in the following form to Wit:

"United States of America
States of Wisconsin and Illinois
No. $1000.

First Mortgage Convertible Bonds.
Kenosha Rockford and Rock Island Rail Road.
from
Kenosha to Rockford
First Division
Secured by Sinking Fund.

Know all Men By these Presents that the Kenosha and Rockford Rail Road Company of the State of Wisconsin, and the Kenosha and Rockford Rail Road Company of the State of Illinois are jointly and Severally indebted for Value Received to John I. Pelverton of the City of New York or Bearer in the Sum of One Thousand Dollars lawful money of the United States of America, which the said Companies each for themselves promise and agree to pay to the said John I. Pelverton or Bearer hereof on the First day of April A.D. One Thousand Eight Hundred and Seventy Seven, at the Seaflet Bank in the City of New York with interest thereon at the rate of Seven per Cent per Annum, Payable Semi Annually by the said Companies at the said "Seaflet Bank" on the First days of October and April in each Year on the presentation and Surrender of the annexed Coupons or Interest Warrants as they Severally become due.

And the said Rail Road Companies also agree to Transfer to the holders hereof at any time after the Seventh day of October A.D. 1857. When the holder elects to receive the same on delivery of this obligation, and the unpaid Coupons or Interest Warrants hereto annexed or belonging to the said Trustee or to the Treasurer of the Kenosha Rockford and Rock Island Rail Road Company, Ten Shares of One Hundred Dollars each in the Capital Stock of the Kenosha Rockford and Rock Island Rail Roads Company, A Company formed by the Consolidation of the said Kenosha and Rockford Rail Road Companies of Wisconsin, and Illinois, and to take effect on the Seventh day of October A.D. 1857.

This Bond is one of a Series of Seven Hundred of like tenor and date, Executed and issued in Conformity to Law, and the Resolutions passed by the Board of Directors of each of said Kenosha and Rockford Rail Road Companies.- Authorizing Bonds to be issued to the Amount

of Ten Thousand Dollars per Mile of the said Roads of the said Kenosha and Rockford Rail Road Companies, from the City of Kenosha in the State of Wisconsin to the City of Rockford in the State of Illinois, a Distance of Seventy Miles, and Amounting in the aggregate to the Sum of Seven Hundred Thousand Dollars.

And the holder hereof is entitled to the Security derived from a Mortgage bearing date on the first day of April A.D. One Thousand Eight Hundred and fifty Seven and duly Recorded on the line of said Roads of the said Kenosha and Rockford Rail Road Companies. Constructed and to be Constructed from the said City of Kenosha to the said City of Rockford - Including Depot Grounds, Depots, Rolling Stock, and Machinery, and all the rights franchises privileges and appurtenances thereto belonging: Executed by each of said Kenosha and Rockford Rail Road Companies, and delivered to the said John I. Pelverton in "Trust" to secure the Payment of the "Principal" and Interest on said Bonds.

The Holder hereof will also be entitled to the Benefit derived from a "Sinking Fund" of such Sum as with the Interest accruing thereon shall be Sufficient to pay at Maturity thereof the whole Amount of said Bonds so issued and not converted into "Capital Stock" as herein Provided. Said "Sinking Fund" to be set apart Annually by the said Kenosha and Rock Island Rail Road Companies, Commencing on the First day of November A.D. 1862. as Specified and provided for in said Mortgage.

And in Case of the Non payment of Interest for any half Year when demanded as aforesaid, and the same remaining unpaid for Six Months thereafter, or in Case the said Annual Payments shall not be made to the said "Sinking Fund" as above provided or within Six months thereafter, the whole Amount of the Principal of said Bonds shall at once become due, and Payable on demand, from and after the date of such default, with Interest then accrued and in arrear.

This Bond shall not be deemed obligatory, or valid until the proper Certificate of the above Named Trustee or his Successor duly Signed by him or them shall be appended hereto.

This Bonds may pass by delivery or may be registered on the Books of the Kenosha Rockford and Rock Island Rail Road Company at the option of the holder, after which no transfer shall be valid unless it be registered as aforesaid and a Certificate thereof endorsed on the Bond by the Treasurer. Provided however that it may be transferred on said Books to Bearer, and thereafter pass by delivery.

In Witness Whereof the said Kenosha and Rockford Rail Road Companies of Wisconsin and Illinois, have Caused their respective Corporate Seals to be affixed and these Presents to be respectively Signed by their Presidents, and Countersigned by their Secretaries, This First day of April A.D. One Thousand Eight Hundred and Fifty Seven.

The Kenosha and Rockford Rail Road Company of Wisconsin By Presidents	The Kenosha and Rockford Rail Road Company of Illinois By Presidents
Attest Secretary	Attest Secretary

Now this Indenture further Witnesseth that the parties of the first part, in Consideration of the Premises and of the Sum of One Dollar to them in hand paid by the party of the Second part the receipt whereof is hereby acknowledged, and in order to secure the Payment of the Bonds so to be issued as herein above described and defined Amounting in the aggregate to Seven Hundred

Thousand Dollars, together with the Interest thereon as the same shall from time to time fall due: Have granted bargained Sold Conveyed and transferred, and by these Presents do grant, bargain, Sell, Convey, and transfer unto the Party of the Second part, and his Successors or Successor in the Trust hereinafter Expressed all and Singular the Said Roades of the said Kenosha and Rockford Rail Road Companies from Kenosha in the State of Wisconsin to Rockford in the State of Illinois, together with all the Rights of Way, Depot grounds, Railways Rail Bridges, Fences, Stations, Station Houses, and other buildings, and all the Lands and Hereditaments by the Parties of the First Part now held in their Name respectively or hereafter to be acquired in Connection with their said Rail Way or relating thereto whether obtained under the rights and privileges of their several Charters or Conveyed to them by Deed; — And also all Tolls, incomes, rents, issues, and profits, and Corporate or other franchises of them the parties of the First part, Connected with their said line of Rail Way or relating thereto. And also all the Locomotive Engines Tenders Cars of every Kind, Machinery, Machine Shops, Tools and implements Wood and Property Connected with the proper Equipment, working, operating and conducting of the said Road now owned, or hereafter to be acquired by the parties of the First Part, for or appurtenant to the aforesaid line of Rail Road in substitution of those now owned or otherwise; all of which personal chattels are declared to be fixtures and appurtenances, and are to be used and sold therewith and not Seperated therefrom and are to be taken as part thereof.

But Nothing herein Contained shall be so Construed as to prevent the parties of the First Part from selling by pathicating or otherwise disposing of any City or County Bonds or Mortgages or Stocks or other Securities received in payment or Security for Stock or Otherwise.

Nor shall this Mortgage be deemed or Construed to include or encumber any lands, lots, or other property of the First Parties hereto which are not Necessarily retained for their Roads or Road way or included in their Depots or Station Grounds, or required for the Construction Operation Maintainance or Convenient use of the same, and which said First parties may deem it for the interest of the said Companies to lease Sell or otherwise dispose of — Provided However. That the Proceeds of any and all Leases Sales or other disposition of such lands, and property, Shall be faithfully applied to the payment of the debts or obligations of the said Companies or issued in aide of the Construction or Equipment of said Companies Road or Roads.

And the said parties of the First Part for themselves, and on the part of the said Kenosha Rockford and Rock Island Rail Road Company hereby further Covenant and agree to and with the said Party of the Second Part his Successor or Successors in the Trust hereby Created. that for the further Security and Ultimate Redemption of the said Mortgage Bonds to be issued as above Mentioned in this Mortgage they will annually on or before the First day of December in each Year hereafter. Beginning with the First day of December One Thousand Eight Hundred and Sixty Two, until the Principal of said Bonds is fully Paid. — Set apart and appropriate from the Earnings of said Roads for the preceding Twelve Months, and deposit with the aforesaid Trustee, party of the second part or his Successor in the Trust, who is hereby made and constituted and appointed the further Trustee or Trustees of the First Parties hereto and of all the holders of the Mortgage Bonds to be issued by Virtue of this Mortgage as aforesaid for the purposes Herein after mentioned Such sum as with the Interest accruing thereon shall be sufficient to pay on or before Maturity thereof the whole amount of

said Bonds so issued and not converted into Capital Stock as herein provided to the first Setting apart and appropriation of said Sinking Funds to be made and deposited on the First day of December A.D. One Thousand Eight Hundred and Sixty two; and the said Sinking Funds or Several Sums of money thus Set apart and appropriated with all the accumulations of interest, shall as soon as practicable thereafter be laid out and invested by the said Trustee or his successor in the purchase of the Mortgage Bonds to be issued under this Mortgage whenever any or either of the said Mortgage Bonds can be purchased at or under par and the accrued interest on the same at the date of the purchase.

In case the Securities of the said Company before specified cannot be procured or purchased on the Terms aforesaid, Then and in that Case, the said Trustee or their successor shall from time to time direct the said Funds under the advice and direction of the parties of the first part or of the Board of Directors of the said Kenosha Rockford and Rock Island Rail Road Company in said Bonds, or in such Securities as shall be deemed most Safe and profitable for the parties of the First Part — Provided Hereand that the obligation of the parties of the first part and their Successor or Successors to make such Annual deposits to the said Sinking Funds as aforesaid Shall Cease and determine as soon as the Funds and Securities placed in the hands of the said Trustee or his Successor Shall with the accumulation of interest thereon form a Capital Sufficient to pay and discharge at Maturity thereof all the outstanding unconverted Bonds issued hereunder.

The said Trustee or his Successor shall at all times keep a proper and correct Registry and account of the said Several Securities and Funds to be held by them as aforesaid, and belonging to said Sinking Fund for the inspection and Examination of the parties hereto, and of any of the Stock holders, or Bond holders of the Road and shall Annually during the Continuation of the said Trust render to the First parties hereto a Written Statement, Showing the true State and Condition of the said Sinking Funds. And when any of the aforesaid Securities of the parties of the First Part shall have been purchased for the use of the said Sinking Funds, The same shall as soon as purchased be Cut, Cancelled and retired by the said Trustee or his Successor, and shall from time to time as soon as Conveniently may be after such purchase be returned by the said Trustee or his Successor to said parties of the third part or their Successor to be by them duly Registered and destroyed in the presence of the President, Treasurer, and Secretary, of said Kenosha Rockford and Rock Island Rail Road Company, or in the presence of a Committee of the Directors of said Company and of said Trustee; and proper Vouchers, shall be given said Trustee for all such Cut and Cancelled Bonds. so returned by him and Registered and destroyed in his presence by said parties of the First Part or their Successor or Successors.

There shall be added to said Sinking Funds Semi-annually by said parties of the First Part an Amount Equal to the annual interest on all said Companies Bonds which may be from time to time so purchased Cancelled and destroyed as aforesaid.

The said Trustee or his Successor shall apply the Funds and available Securities in his hands to the payment and redemption of the said Mortgage Bonds issued hereunder at their maturity rendering the overplus if any, to the party of the first part or their assigns or Successor.

The Parties of the First part hereto for themselves and their Successors however reserve the right at any time hereafter to appoint any other proper person corporation or incorporated Company in the City of New York to discharge the duties hereby Confered upon the Party of the Second part or his Successor in relation to

Investing and investing the proceeds of the said "Sinking Fund" and thereafter all the duties and obligations, rights, and privileges, herein Confered upon the party of the Second Part, in relation to the said Sinking Fund, shall cease and determine and the person or persons, or incorporated Company, so appointed, shall thereupon become such "Special Trustee or receiver, and shall be vested with all the rights, Estate, powers and privileges herein Confered upon the said Second party hereto in connection with or in relation to said Sinking Fund". And the said Second party hereto, or his successor so superseded shall upon request, forthwith assign, transfer, and deliver to such substituted Trustee or receiver, all Funds, property and Securities belonging to said Sinking Fund, so deposited with, and held by him as aforesaid:—

To Have, And To Hold. The said granted premises, unto the said party of the Second part and his Successors in the Trust, on the Trusts and for the purposes following, That is to say:— That if the interest on any of the Bonds so to be issued shall not be paid by the parties of the First Part or their Successor, when the same shall fall due, and if such interest shall remain in arrear for Six Months, so that according to the general tenor of the said Bond the Principal thereof should become demandable, or in case the parties of the first part shall fail, neglect or refuse, to set aside, appropriate, and deposit with the said Trustee or Successor the said several Sums of Money, or any or either of them, for the purposes of a Sinking Fund, at the times and in the manner hereinbefore particularly set forth and provided, or in case the Principal of said Bonds, or any of them, shall not be paid at their Maturity. Then, it shall be lawful for the Party of the Second Part, and his Successors in the Trust to take possession of all, and singular, the said premises, property, and Franchises, so Conveyed and Transferred, or so Expressed to be, and to sell the same at Public Auction, to the highest bidder, on Advertisement, specifying the time and place of Sale, published in three principal daily Newspapers printed in the City of New York, and in One Newspaper, in each of the Cities of Meadville and Rockford, to be Continued for Sixty days immediately preceding said Sale, and to execute a proper full and legal Conveyance on the Sale to the purchaser or purchasers, thereof: And out of the proceeds thereof, and the income received meanwhile, after deducting just allowances, and expenses, to pay first the interest in arrear on the said Bonds so to be issued, which may at that time outstanding and not Converted nor purchased for the Sinking Fund, and then to pay the Principal thereof in full or ratably, so far as such proceeds and income shall suffice and from such default until such Sale, it shall be lawful, for said party of the Second part, Trustee as aforesaid and his Successors in the Trust, to Cause the said Road to be used, and its business Conducted by themselves or such agents, receivers Superintendents Managers and Servants as they may appoint, and to apply the Net income accruing therefrom to the payment of interest and principal, in the order above expressed, and for all the reasonable Charges and expenses of so Conducting the said Road and its needful repairs and the management of the said business, the acting Trustee shall be indemnified out of the proceeds of the Sale of the said Road if Needful, as well as out of its receipts and income; and in case any Surplus shall remain in the hands of the said Trustee or his Successor, the same shall be paid to the parties of the first part their Successors or Assigns.

Provided Always, and the grant and Conveyance herein Contained are upon this express Condition, That if the said parties of the First Part

their Successors or assigns shall well and truly pay the interest on said Bonds so to be issued as aforesaid, as the same shall fall due and be demanded and also the Principal thereof when the same shall fall due, or shall exhibit the said Bonds Canceled to the party of the Second part, or his Successor in the Trust, Then the estate title and interest of the party of the Second part, and his Successor in the Trust shall Cease and determine and become void, but otherwise they shall remain in full force and virtue.

And the parties of the First part hereby Covenant with the party of the Second part and his Successors in the Trust, for the benefit of those to whom the said Bonds shall be delivered, and their assigns, that the said parties of the first part, their Successors or assigns, shall and will, at the reasonable request of the party of the Second part, and his Successors in the Trust, Make and execute all further assurances, Conveyances, and instruments Needful or proper to assure or Convey unto him, upon the trusts and Conditions herein Contained, all the said premises expressed to be granted as aforesaid together with all personal property, furniture and effects, acquired or which may or shall hereafter be acquired, and all fixtures (as above described) which may hereafter appertain to the said Road.

And it is Mutually understood and Agreed, That on default as above as to Principal or interest on any of the Bonds so to be issued, or as to any payment to the said Sinking Fund, the party of the Second part and his Successor in the Trust, Shall on the request in writing of Bona Fide holders of such Bonds to the aggregate Amount of One Hundred Thousand Dollars, enforce and exercise the aforesaid powers of Entry and Sale, and intermediate Conducting of the Road, But until such default shall happen, and possession shall be so required, to be taken as aforesaid, the parties of the First Part and their Successors shall Continue in the possession and Management of the granted premises.

And it is further Mutually Agreed; That in Case of the death Mental incapacity or resignation of the said party of the Second part, all his Estate, right, interest, power, and Control in the premises shall be divested, Cease and determine, And the same shall from thenceforth For the purposes aforesaid, be vested in, and all and Singular, the Trusts and duties hereinbefore enumerated, shall devolve upon Thomas Bond, of the City of New York, without any further assurance or Conveyance of or for the same.

And it is mutually agreed, as the Condition on which the party of the same part has attended to these presents, that until default of payment under the Bonds so to be issued, or some of them, shall occur, and he be requested to Act as aforesaid, no active duty on his part shall be required, and that he shall not be responsible at any time for the default or Misconduct of the agents by him to be employed in his discretion. But he shall be bounded to the exercise of ordinary diligence.

And that in Case of the death, removal, or permanent disability of said Thomas Bond after the Trust hereby Created shall have devolved upon him, Or in case of Vacancy in the Trust from any cause, it shall be lawful for the said parties of the First part or their Successors, with the assent in writing of the bona fide holders of the said Bonds to the Amount of One Hundred Thousand Dollars, such holders at the time, not being Directors or Stockholders in the said Company, to appoint, and substitute, from time to time, by an instrument in writing under their Corporate Seal, other persons as Trustees

of vacancies so occurring, in whom the estate interests Trusts and powers hereby granted or Created, shall be vested from such appointment.

And it is further Provided, that a majority in interest of the holders of said Bonds may at all times by an instrument in Writing and under Seal, Constitute and appoint any other person as Trustee, in place of the said party of the Second part, or his Successors in which Case, this grant shall operate in favor of the person so Constituted and appointed, to the same extent as this Indenture operates in favor of the party of the Second Part Named herein.

And said person thus appointed by a Majority of the Bond holders shall Notify the party of the Second part hereto of his said appointment, either personally or by addressing him through the Post Office by letter directed to him at his place of residence, and shall thereafter possess all the powers, rights privileges, and estate, vested by this instrument, in the said party of the second part, and shall become his Successor to all intents and purposes Whatsoever.

It is further understood that the holders of a Majority in amount of the Bonds issued in pursuance hereof and which are at the time outstanding shall be regarded as Constituting the Majority in interest of the Bond holders.

In Witness Whereof the parties of the third part have hereunto respectively caused their Corporate Seales to be affixed, and these Presents to be subscribed by their Presidents, and Countersigned by their Secretaries; and the said party of the Second part has Set his hand and Seal the day and year first above mentioned.

The Kenosha and Rockford Rail Road Company of Wisconsin By

Corporate Seal

Josiah Bonds, President

Levi Burnell Secretary

Countersigned

The Kenosha and Rockford Rail Road Company of Illinois By

Corporate Seal

Charles H. Spafford President

Edward H. Baker Secretary

Countersigned

Witness

J. H. Gurnin

J. B. Jones

John T. Thurston (Seal)

Signed Sealed and delivered in presence of

Alfred S. Hodder

C. C. Sholes

To Signatures of Josiah Bonds and Levi Burnell

Evans Blake

To Signatures of Charles H. Spafford and E. H. Baker

State of Wisconsin } ss
County of Kenosha }

On this Eleventh day of April A. D. 1857. Before me Alfred S. Hodder a Notary Public in the State of Wisconsin residing in Kenosha County, and duly authorized to take proofs and acknowledgments of Deeds in the County of Kenosha aforesaid, personally appeared Josiah Bonds to me known to be the President of the Kenosha and Rockford Rail Road Company of the State of Wisconsin, and Levi Burnell to me known to be the Secretary of said last mentioned

Company; Each of them personally known to me to be the individuals described in and who executed the foregoing Instrument, and severally acknowledged in due form of Law the Execution of the said Instrument, and the said Levi Burnell being by me duly Sworn, says that he resides in the City of Kenosha aforesaid, that he is the Secretary of the Kenosha and Rockford Rail Road Company of Wisconsin, that he knows the Corporate Seal of said Company, That the Seal affixed to the foregoing Instrument is the Corporate Seal of said Company, That it was affixed by Order of said Company, and he Signed his Name to said Instrument by like order as Secretary of said Company.

And that Josiah Bond who Signed said Instrument is the President of said Company, and Signed said Instrument by Order of said Company, and in presence of said Burnell.

Given under my hande and Notarial Seal at the City of Kenosha the day and year last above Mentioned.

Alfred S. Hodder
Notary Public

(Notarial Seal)

State of Illinois } ss
County of Winnebago }

On this fourteenth day of April A.D. 1857. Before me Evans Blake Notary Public in and for Rockford in the State of Illinois, residing in Winnebago County and duly authorized to take proofs and acknowledgments of Deeds in the County of Winnebago aforesaid Charles H. Spafford to me known to be the President of the Kenosha and Rockford Rail Road Company of the State of Illinois, and Edward H. Baker to me known to be the Secretary of said last mentioned Company. Each of them personally known to me to be the individuals described in and who executed the foregoing Instrument and severally acknowledged in due form of law the Execution of the said Instrument, and the said Edward H. Baker, being by me duly Sworn, says, that he resides in the City of Rockford aforesaid, that he is the Secretary of the Kenosha and Rockford Rail Road Company of Illinois, That he knows the Corporate Seal of said Company. That the Seal affixed to the foregoing Instrument is the Corporate Seal of said Company. That it was affixed by Order of said Company, and he signed his Name to said Instrument by like Order as Secretary of said Company, and that Charles H. Spafford, who Signed said Instrument, is the President of said Company, and signed said Instrument by order of said Company and in the Presence of the said Baker.

Given under my hand Notarial Seal at the City of Rockford the day and Year last above mentioned.

Evans Blake
Notary Public

(Notarial Seal)

United States of America
State of New York
City and County of New York } ss

By this Public Instrument, Be it Remembered that on this Twenty First day of April A.D. One Thousand Eight hundred and Fifty Seven, Before the Subscriber, Joseph B. Jones, a Commissioner, in and for The State of New York, Appointed by the Governor of the State of Wisconsin, to take Proof and Acknowledgment of Deeds Mortgages, Letters of Attorney or any other Instruments, to be used or Recorded in the said State of Wisconsin, and to administer Oaths and Affirmations take depositions &c. &c. Appeared John I. Schuyler the person described in, and who executed the annexed Instrument bearing date the first day of May A.D. One Thousand Eight hundred and Fifty Seven as one of the parties thereto, and Kenosha and Kenosha and Rockford Rail Road Company of Wisconsin, the other party thereto and acknowledged to me that he executed the said instrument and acknowledged to me that he executed the said instrument Voluntarily and freely, for the Uses and purposes therein Stated

Commissioners Seal

And I further Certify that I know the person who made the said acknowledgment to be the identical person described in and who executed the said annexed Instrument

In Testimony Whereof I have hereunto Subscribed my Name and affixed my Official Seal The Year, Month, and Day first above Written

J. B. Jones
Commissioner of the State of Wisconsin. For the State of New York as aforesaid

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United States of America
State of New York } ss

By this Public Instrument Be it known to all Whom the same doth or may in any wise Concern

That I Joseph B. Jones a Public Notary in and for the State of New York by letters Patent under the Great Seal of the said State duly Commissioned and Sworn dwelling in the City of New York, do hereby Certify that on the day of the date hereof before me came John I. Schuyler to me personally known, to be the same person described in and who executed the annexed writing and acknowledged, to me that he had executed the same for the Uses and purposes therein Named

Notarial Seal

In testimony whereof I have Subscribed my Name and Caused my Notarial Seal of Office to be hereunto affixed the 21st day of April in the Year of our Lord One Thousand Eight Hundred and Fifty Seven

J. B. Jones
Notary Public
New York

Recorded April 24th 1857 at 2 O Clock and 30 Minutes P.M.

Sheboygan & Mississippi Rail Road Company

This Indenture made the first day of May in the year of our Lord One thousand Eight hundred and fifty seven between the Sheboygan and Mississippi Rail Road Company of the first part and Azariah C. Flagg of the City of New York, Trustee of the second part. Witnesseth. That the said party of the first part in Corporation duly formed according to the laws of the State of Wisconsin, And whereas further desirable and necessary in order to meet the present want and provide for the completion of the construction and equipment of said Companys Rail Road from the City of Sheboygan to the City of Fond du Lac (about 43 miles) that there should be made and issued in lieu for the purposes above named, One hundred and fifty thousand Dollars of bonds of the said Sheboygan and Mississippi Rail Road Company to be secured by a mortgage upon the First Division of the Rail Road of said Company from the City of Sheboygan to the City of Fond du Lac in Wisconsin, three hundred of which said bonds shall be for the sum of One Thousand Dollars each, and three hundred shall be for the sum of Five Hundred Dollars each, and shall be equally secured by this mortgage, without reference to priority of date or issue. All of said Bonds to be issued to be payable on the first day of May 1877 together with Eight per cent interest thereon from the date thereof to the said Semi annually, on the first days of May and November in each year, said bonds to be numbered consecutively from number one upwards, to be signed by the President and Countersigned by the Secretary and sealed with the seal of said Sheboygan and Mississippi Rail Road Company, and the Coupons or interest warrants thereto subjoined shall be signed by the Secretary or Assistant Secretary of said Company. And all of said bonds except as herein after provided shall be substantially in the following form to wit

United States of America
State of Wisconsin
Sheboygan and Mississippi Rail Road
No ____ $1000.

Know all men by these presents that the Sheboygan and Mississippi Rail Road Company are indebted to Azariah C. Flagg of the City of New York or bearer in the sum of One thousand Dollars, lawful money of the United States of America which the said Company agree to pay the said Azariah C. Flagg or bearer thereof on the first day of May A.D. 1877 at the Bank of New York in the City of New York with interest thereon at the rate of Eight per centum per annum payable semi annually by the said Company at the said Bank in New York on the first days of May and November in each year, at the presentation and surrender of the annexed Coupons as the same severally become due. And in case of the non payment of interest for any half year when demanded as aforesaid and the same remaining in arrear for Six months thereafter the Principal shall become due and payable on demand from and after the date of such default with interest thereon accrued and in arrear. And the said Rail Road Company also agree to transfer to the holder thereof at any time thereafter when the holder shall so desire the same (on the delivery of the obligation and the unpaid Coupons or interest warrants thereto annexed

or belonging to the Trustee or to the Treasurer of said Company of the Shares of One Hundred Dollars each in the Capital Stock of said Company in exchange and satisfaction of this obligation. This bond is one of a series of bonds of like tenor and date executed and issued in conformity with resolutions passed by the Board of Directors of said Company on the tenth day of April A.D. One thousand Eight hundred and fifty seven, authorizing bonds to be issued amounting in the aggregate to Two hundred and fifty thousand Dollars, and the holders hereof is entitled to the security derived from a mortgage bearing date on the first day of May A.D. One thousand Eight hundred and fifty seven, and duly recorded upon the First Division of the Company's line of Road, from the City of Sheboygan to the City of Fond du Lac, in the State of Wisconsin, including depot grounds depots, rolling Stock and Machinery, and all the rights franchises, privileges and appurtenances thereto belonging executed and delivered by the said Harriet Flagg in trust to secure the Payment of the Principal and interest on said bonds

The holder hereof is also be entitled to the benefits derived from a sinking fund of Ten thousand Dollars per annum, said sinking fund to be set apart annually by the said Company commencing on the first day of January A.D. as specified and provided for in said Mortgage being a sufficient amount to redeem the whole Two hundred and fifty thousand dollars secured by said Mortgage within twenty years from the date of said bonds and upon the same fall due.

This bond shall not be deemed obligatory or valid until the person certificate of the above named trustee, or his Successor thereon shall be duly signed by him This bond may pass by delivery or may be registered on the Books of the Company at the option of the Holder, after which no transfer shall be valid unless it shall be registered as aforesaid and a certificate thereof endorsed on the bond by the Treasurer. — Provided, however, that it may be transferred on said Books to bearer and thereafter pass by delivery

In witness whereof the said Company have caused their Corporate seal to be hereto affixed and their President to sign and their Secretary to countersign the same, and have also caused the Coupons annexed to be signed by their Secretary this first day of May in the year of our Lord, One thousand Eight Hundred and fifty Seven.

Seal

President

Countersigned by

Secretary

It is mutually understood and freely provided however that not exceeding one third in amount of the issue of bonds hereinbefore proposed may at the option of the said first party hereto be issued in either the French or any other Language, and in or for such Sum or Sums, or amounts as said first party shall think proper and may be issued and made payable in Pounds Sterling, or in Francs instead of Dollars at the option of said first party, and the interest thereon, or any part thereof, or the principal of said bonds, or any of them may be made payable in Gold or similar Currency, in London or Paris or elsewhere in Europe or in New York at the option of said first party hereto.

Now this Indenture further witnesseth that the party of the first part in consideration of the premises and of the sum of One Dollar to them in hand paid by the party of the second the receipt whereof is hereby acknowledged and in order to secure the payment

of the bonds to be issued as hereinabove described and defined, amounting in the aggregate to Two hundred and fifty thousand Dollars together with the interest thereon, as the same shall from time to time fall due, have granted, bargained Sold, Conveyed and transferred, and by these presents do grant, bargain, Sell Convey and transfer unto the party of the second part and his Successors and assigns in the trust hereinafter expressed, all and singular the first division of the Railroad of said Company from the City of Sheboygan to the City of Fond du Lac in the State of Wisconsin, together with all the rights of way, depot grounds, Rail ways, Rails, Bridges, fences, Stations, Station Houses and other Buildings and all the lands, Tenements and hereditaments held by the party of the first part, now used in the running or hereafter to be acquired in connection with the said first division of their Rail way relating thereto, whether obtained under the rights and privileges of their Charter or conveyed to them by deed, and also all the tolls, incomes, rents, issues and profits, and appendages to the franchises of them the party of the first part connected with the said first division of their railway, or relating thereto, Also, all the Locomotive Engines, tenders, Cars of every kind, Machinery Machine Shops, tools and implements, wood and property connected with proper equipment, working, operating and conducting of the said road now owned, or hereafter to be acquired by the party of the first part, for or appertaining to the said line of road in substitution of those now owned or otherwise, all of which personal Chattels are declared to be fixtures and appurtenances and are to be used and sold therewith, and not separated therefrom, and are to be taken as a part thereof.

Provided nothing herein contained shall be so construed as to prevent the party of the first part from selling, hypothecating or otherwise disposing of any City or County bonds or mortgages or Stocks or other Securities received in payment or security for Stock or otherwise; nor shall this mortgage be deemed or construed to include or encumber any lands, lots or other property of the first party hereto, which are not necessarily obtained for their road or roadway, or included in Depots or Station grounds, or required for the Construction, Operation maintenance or convenient use of the same, and which said first party may deem it best for the interest of said Company to lease, sell or otherwise dispose of. Provided, however, that the proceeds of any and all leases, sales or other disposition of said lands and property shall be faithfully applied to the payment of the debts or obligations of said Company incurred in aid of the Construction or equipment of said Company's Road.

And the said party of the first part hereby further covenant and agree, to and with the said party of the second part his successor or successors in the trust herein created, that for the further Security and ultimate redemption of the said mortgage bonds to be issued by virtue of this mortgage, they the company, on or before the first day of January in each year hereafter, beginning with the first day of January One thousand eight hundred and Sixty, until the principal of said bonds is fully paid, shall set apart and appropriate from the earnings of said road for the preceding twelve months, and deposit with the aforesaid trustee, party of the second part or his successor in the trust, who is hereby made Constituted and appointed the further trustee or receiver of the first party hereto, and of the holders of the mortgage bonds to be issued by virtue of this mortgage as above said, for the purposes hereinafter mentioned, the just and full sum of Ten thousand Dollars per annum which together with the accumulation of

interest thereon will form a capital sufficient to pay and discharge the entire principal of all the mortgage bonds contemplated to be issued by virtue of the several provisions of this mortgage, on or before the maturity of the said bonds, the first setting apart and appropriation of said sinking funds to be made and deposited on the first day of January Anno Domini One thousand Eight hundred and Sixty, And the said Sinking funds so created sums of money thus set apart and appropriated with all accumulations of interest, shall as soon as practicable thereafter be laid out and invested by the said Trustee or his successor in the purchase of the mortgage bonds to be issued under this mortgage, whenever any or either of the said mortgage bonds can be purchased at or under par, and the accrued interest on the said at the date of the purchase, In case the securities of the Company upon specified cannot be procured or purchased on the terms aforesaid, then and in that case the said Trustee or his successor shall from time to time invest the said fund under the advice and direction of the board of Directors of the party of the first part in said bonds or securities as shall be deemed most safe and profitable for the party of the first part, Provided, However, that the obligation of the party of the first part to make such annual deposits to the said Sinking fund as aforesaid shall cease and determine as soon as the funds and securities placed in the hands of said Trustee or his successor shall with the accumulation of interest thereon form a capital sufficient to pay and discharge at the maturity thereof all the outstanding unredeemed bonds issued hereunder. The said Trustee or his successor shall at all times keep a proper and correct registry and account of the said bonds securities and funds to be held by them as aforesaid and belonging to the said Sinking fund, for the inspection and examination of the parties hereto and of any of the Stockholders or bondholders of the Road, and shall annually during the continuance of said trust render to the first party hereto a written statement showing the true state and condition of the said Sinking fund, and when any of the aforesaid securities of the Sinking fund, Party of the first part shall have been purchased for the use of the Sinking fund, the same shall as soon as purchased, be cut, cancelled, and retired by said Trustee or his successor, and shall from time to time, and as soon as conveniently may be after such purchase, be returned by the said Trustee or his successor to said Company to be by them duly registered and destroyed in the presence of the President treasurer and secretary of said Company, or in the presence of a committee of three directors of said Company and of said Trustee, and proper vouchers shall be given said Trustee for such cut and cancelled bonds so returned and registered and destroyed by said Company. Thus shall be added to said Sinking fund Annually by said party of the first part, an amount equal to the annual interest of the said Completed bonds which may be from time to time so purchased cancelled and destroyed as aforesaid. The said Trustee or his successor shall apply the funds and available securities in his hands to the payment and redemption of the said mortgage bonds issued hereunder at their maturity, rendering the overplus if any to the party of the first part or their assigns. The party of the first part hereto, however, reserves the right at any time hereafter to appoint any other proper person or persons or incorporated company in the

City of New York to discharge the duties hereby imposed on the party of the second part or his successor in relation to receiving and investing the proceeds of said sinking fund, and thereafter all the duties and obligations rights and privileges herein conferred upon the party of the second part in relation to the said sinking fund shall cease and determine and the person or persons or incorporated company so appointed shall thereupon become such special trustee or trustees and shall be vested with all the rights, estate, powers, and privileges herein conferred upon the party of the second part hereto, in connection with or in relation to said sinking fund, and the said second party hereto or his successor so superseded shall upon request forthwith assign, transfer and deliver to such substituted trustee or trustees, all funds, property and securities belonging to said sinking fund, so deposited with and held by him as aforesaid. To have and to hold the said granted premises unto the said party of the second part and his successors in the trust, or the trusts, and for the purposes following; that is to say; that if the interest on any of the bonds so to be issued shall not be paid by the party of the first part when the same shall fall due and if such interest shall remain in arrear for six months, or that according to the general tenor of the said bonds, the principal thereof shall become demandable or in case the party of the second part shall fail, neglect, or refuse to set apart, appropriate and deposite with the said Trustee or his successor to the said several sums of money or any or either of them for the purposes of a sinking fund, at the time and in the manner hereinbefore particularly set forth and provided, or in case the principal of said bonds or any of them shall not be paid at their maturity then it shall be lawful for the party of the second part, and his successors in the trust to take possession of all and singular the said premises, property and franchises so conveyed and thereupon to sell and to cause the same at public auction to the highest bidder or bidders after advertisement specifying the time and place of sale, published in three daily newspapers printed in the City of New York, and in one such newspaper printed in Chicago, and in one newspaper in each of the cities of Sherburgh and Pond du Lac to be continued for sixty days immediately preceding the sale, or for such shorter time, not less than twenty days, as the party of the first part may assent to, and to execute a proper full and legal conveyance of the sale to the purchaser or purchasers thereof, and out of the proceeds thereof and in the income next mentioned, after deducting just allowances and expenses, to pay first the interest in arrear on the said bonds so to be issued which are at the time outstanding and not converted nor previously paid for the sinking funds, and then to pay the principal thereof in full or ratably so far as such proceeds and income shall suffice, and from such default until such sale, it shall be lawful for said party of the second part, trustee as aforesaid and his successors in the trust, to cause the said road to be used and its business conducted by themselves, or such agent, receiver, superintendents managers, and servants, as they may appoint and to apply the net income arising therefrom to the payments of principal and interest in the order above prescribed — and for the reasonable charges and of so conducting the said road and its needful repairs, and the management of the said business the acting trustee shall be indemnified out of the proceeds of the sale of the said Road if needful as well as out of the receipts and income and in case any surplus shall remain in the hands of the said trustee or his successors the same shall be paid to the party of the first part their successors or

assigns, Provided always, and the grant and conveyance herein contained are upon this express condition, that if the said party of the first part shall well and truly pay the interest on said bonds so to be issued as aforesaid, as the same shall fall due and be demanded, and also the principal thereof when the same shall fall due, or shall exhibit the said bonds cancelled to the party of the second part, or his successor in the trust, then the estate, title and interest of the party of the second part, and his successor in the trust, shall cease and determine and become void, but otherwise they shall remain in full force and virtue — And the party of the first part hereby covenant with the party of the second part and his successors in the trust, for the benefit of those to whom the said bonds shall be delivered and their assigns, that the said party of the first part shall and will at the reasonable request of the party of the second part and his successors in the trust, make and execute all further assurances, conveyances, and instruments needful or proper to assure or convey unto him, upon the trusts and conditions herein contained, all the said premises expressed to be granted as aforesaid together with all the personal property, furniture and effects, acquired, or which may or shall hereafter be acquired, and all fixtures (as above described) which may hereafter appertain to the said road.

And it is mutually understood and agreed that on default as above, as to principal or interest, on any of the bonds so to be issued, or as to any payment to the said sinking fund, the party of the second part and his successor in the trust, shall on the request in writing of bona fide holders of such bonds to the aggregate amount of Fifty thousand dollars enforce and execute the aforesaid powers of entry and sale and intermediate conducting of the road, but until such default shall happen, and possession shall be so required to be taken as aforesaid, the party of the first part shall continue in the possession and management of the granted premises.

And it is mutually agreed, as the condition on which the party of the second part has assented to these presents, that until default of payment under the bonds so to be issued, or some of them, shall occur and he be requested to act as aforesaid, no active duty on his part shall be required, and that he shall not be responsible at any time for the default or misconduct of the agents by him to be employed at his discretion, but he shall be bound to the exercise of ordinary diligence — And it is further mutually agreed, that in case of the death, mental incapacity or resignation of the said party of the second part, or in case of vacancy in the trust from any cause, it shall be lawful for the said party of the first part, with the assent in writing of the bona fide holders of the said bonds to amount of Fifty thousand dollars, (such holders at the time not being directors or stockholders in the said Company) to appoint and substitute from time to time by an instrument in writing under their corporate seal, other persons as trustees to vacancies so occurring in whom the estate, interests, trusts, and powers herein granted, or created, shall be vested from such appointment.

And it is further provided that a majority in interest of the holders of the said bonds may at all times, by an instrument in writing and under seal, substitute and appoint any other person or trustee in place of the said party of the second part, or his successor. in which case

this grant shall operate in favor of the person constituted and appointed to the same extent as this indenture operates in favor of the party of the second part named herein — And the said person thus appointed by a majority of the bond holders shall notify the party of the second part herein of his said appointment, either personally or by addressing him through the Post office by letter directed to him at his last place of residence, and shall thereafter possess all the powers, rights, privileges and estate vested by this instrument in the said party of the second part, and shall become his successor to all intents and purposes whatsoever — It is further understood that the holders of a majority in amount of the bonds issued in pursuance hereof and which are at the time outstanding shall be regarded as constituting the majority in interest of the bond holders — In witness whereof the parties to these presents have hereunto interchangeably set their seals (the party of the first part their corporate seal) and have signed these presents, the party of the first part by their President and Treasurer the day and year first above written.

Sheboygan & Mississippi Rail Road Company by

Sealed and Delivered in presence of G. W. Frizell, A. Pott

J. F. Kirkland President Sheboygan & Mississippi Rail Road Company by

Edward Gilman Treasurer

State of Wisconsin } ss.
Sheboygan County }

Be it remembered that on the 1st day of May A.D. 1857 personally appeared before me the above named J. F. Kirkland to me known to be the President of the Sheboygan and Mississippi Rail Road Company, and the above named Edward Gilman known to me to be the Treasurer of said Company, and the persons who executed the foregoing instrument, and who acknowledged the execution thereof to be their own free act and deed for the uses and purposes therein mentioned of the Sheboygan & Mississippi Rail Road Company.

{L.S.} A. Pott Notary Public

Register's Office }
Sheboygan County Wis }

Received for record May 2nd A.D. 1857 at 10 o'clock A.M. and recorded in Book of Mortgages on pages No 161 162 163 164 165 166 & 167 of Vol. N

Charles Meyer Register

Registers office of Sheboygan County Wis
May 2d 1857

I Charles Meyer, Register of Deeds in and for said County do hereby certify that the within mortgage annexed & the same having been recorded in this office on the 2d day of May 1857 at 8 o'clock A M in Book S of mortgages on pages 161 162 163 164 165 166 & 167 as the first and only mortgage now on record in this office executed by the Sheboygan and Mississippi Rail Road Company

Witness my hand & having no official seal the day above written

Charles Meyer
Regista

State of Wisconsin
Sheboygan County } ss. Office of the Clerk of the Circuit Court in and for the County of Sheboygan

I Francis Symon, Clerk of the Circuit Court in and for this County and State aforesaid, the same being a Court of Record, do hereby certify Charles Meyer, whose signature appears to the above Certificate is the Register of Deeds in and for said County and now acting as such and duly elected and qualified, and that I am well acquainted with his handwriting and verily believe that his signature above is genuine

Seal

Witness my hand and the seal of said Court at Sheboygan the 2d day of May 1857

F. Symon, Clerk

Register Office
Fond du Lac County Wis } ss.

Received for record May 4th 1857 at 9 o'clock A M and recorded in Vol S of mortgages on pages 121 122 123 124 & 125.

A H Jorgenson Regista

Register office
Fond du Lac County Wis } ss

A H Jorgenson Register of Deeds of the County aforesaid, do hereby certify that the annexed mortgage which was recorded in the records in this office on the 4th day of May 1857 at 9 o'clock A M in Book S on Pages 121. 122. 123. 124 & 125 is the first and only mortgage now on record executed by the Sheboygan and Mississippi Rail Road Company

Witness my hand at Fond du Lac this 4th day of May 1857

A H Jorgenson Regr.

Pending fees 50

State of Wisconsin
Fond du Lac County } ss.

Office of the Clerk of the Circuit Court in and for the County of Fond du Lac Wisconsin

I John C Bishop Clerk of the Circuit Courts in and for the County of Fond du Lac Wisconsin the same being a Court of Record do hereby certify that A H Jorgenson whose name appears to the above certificate is the Register of Deeds for this County and now acting as such and duly elected and qualified and that I am well acquainted with the handwriting and verily believe that his signature above is genuine

Witness my hand and the seal of the said Court at Fond du Lac the 4th day of May 1857

John C Bishop Clerk

By I D Santedfield Dep

State of Wisconsin
Secretarys Office } ss.

Received for record the foregoing mortgage in this office on this 6th day of May A D 1857 at 8 45 o'clock A M in Liber of Rail Road mortgages on pages 159. 160. 161. 162. 163. 164. 165. 166 & 167

D W Jones
Secretary of State

State of Wisconsin
Secretary's office } ss.

The Secretary of State of Wisconsin does hereby certify that a certain mortgage made and executed by the Sheboygan and Mississippi Rail Road Company of the State of Wisconsin to Azariah C Flagg of the City County and State of New York and bearing date the first day of May 1857 was duly recorded in this office on the 6th day of May A D 1857 at 8 45 o'clock A M in Liber of Rail Road mortgages on Pages 159 160 161 162 163 164 165 166 & 167 as the first and only mortgage now on record made by the said party in this office

Seal

In witness whereof I have hereunto set my hand and affixed the great seal of said State this sixth day of May A D 1857

John H Hunt
Dp Secretary of State

Copy of certain resolutions adopted by the Chicago St Paul & Fond du Lac R R Co on the 9th of May 1857

No 1 Resolved that the provisions of the act of the Legislature of the State of Wisconsin relating to rail road Mortgages, approved October 10th 1856 and entitled "an act concerning Rail Roads" are hereby accepted and approved by the Board of Directors of the Chicago St Paul and Fond du Lac Rail Road Company

No 2 Resolved that the Secretary of this Company be and is hereby directed to forward a copy of the above resolution certified to by him and under the Corporate Seal of this Company to the Secretary of State of Wisconsin to be filed in his office

No 3. Resolved that the Secretary also forward the Mortgage Executed to James Winslow Trustee to the said Secretary of State to be recorded in his office

I hereby certify that the foregoing is a true Copy of Resolutions adopted by this Company on the 9th day of May 1857 as appears on Record in his office this 9th day of May 1857

D W Cramer Secretary
Chicago St Paul & Fond du Lac
Rail Road Company

Chicago Saint Paul & Fond du Lac Rail Road Company

This Indenture, made the first day of August, in the year of our Lord, One thousand Eight hundred and fifty four, between the Chicago, St Paul & Fond du Lac Rail Road Company of the first part, and James Winslow of the firm of Winslow Lanier & Co. Bankers, in the city of New York, Trustee, of the second part, Witnesseth, that Whereas the party of the first part is a Corporation, duly formed according to the laws of the States of Illinois and Wisconsin, by the consolidation of all the Stock, property, rights, franchises and interests of two rail road Companies, hereinafter named, to-wit: The Illinois and Wisconsin Rail Road Company of the State of Illinois, and the Rock River Rail Road Company of the State of Wisconsin

And Whereas further the said Illinois and Wisconsin Rail Road Company in the Construction of their rail road between the City of Chicago, and the State line of Wisconsin, have heretofore made and delivered bonds which are now outstanding, to the amount of Fifteen hundred thousand dollars, bearing Seven per cent interest payable Semi-annually, and the principal payable on the first day of July, in the year Eighteen hundred and Seventy three, which said bonds are secured by a Mortgage on the Seventy miles of line of road of said Illinois and Wisconsin Rail Road Company, within the State of Illinois, Executed to Julius Wadsworth, David Headly, and F C Williams, Trustees:

And Whereas it is desirable and necessary to provide for and retire and cancel said fifteen hundred thousand dollars of Illinois and Wisconsin Rail Road Company's bonds; and satisfy and discharge the mortgage upon the Illinois portion of said Company's rail road, by which they are secured

And Whereas, more than three fourths of the holders of the said Illinois and Wisconsin Rail Road Company's bonds, have already stipulated, in writing, to surrender the same in Exchange for a like number of the bonds of the Chicago St Paul and Fond du Lac Rail Road Company, proposed hereinafter to be issued

And Whereas further it is also desirable and necessary in order to meet the present wants and provide for the completion of the construction and equipment of said Company's rail road from Chicago to Janesville and to Fond du Lac, (about 178 miles) that there shall be made and issued in all for all the purposes above named, three Millions of dollars of bonds of the said Chicago St Paul and Fond du Lac Rail Road Company, to be secured by a Mortgage upon the entire line of Rail Road of said Company from the City of Chicago in Illinois to the city of Fond du Lac in Wisconsin, all of which said Bonds (except as hereinafter provided) shall be for the sum of one thousand dollars each, and shall be Equally secured by this Mortgage, without reference to priority of date or issue, and fifteen hundred of which said bonds, for one thousand dollars each, shall be secondly held by said Trustee, herein before named, or his Successor, until delivered in Exchange for a like number of said Outstanding Illinois and Wisconsin Rail Road Bonds, to be retired and cancelled from time to time as surrendered by the holders thereof

All of said bonds are to be issued, to be payable on the first day of August, 1855, together with Seven per cent, interest thereon from the date thereof, to be paid Semi-annually on the first days of February and August in Each year. Said Bonds to be numbered consecutively from Number one upwards, and to be signed by the President and Treasurer, and Countersigned by the Secretary, and sealed with the seal of the said Chicago St Paul and Fond du Lac Rail Road Company, and the Coupons or interest warrants thereto subjoined shall be signed by the Secretary or assistant

Secretary of said Company; and all of said bonds, & all in hereafter provided, shall be substantially in the following form, to wit:—

United States of America

State of Illinois and Wisconsin

Chicago Saint Paul and Fond du Lac Rail Road Company.

$1000.

No

Know all men by these presents, that the Chicago St Paul and Fond-Du Lac Rail Road Company, are indebted to James Winslow of the firm of Winslow, Lanier and Company Bankers of the City of New York, or bearer, in the sum of one thousand dollars, lawfull money of the United States of America, which the said Company promise and agree to pay the said James Winslow, or bearer hereof on the first day of August, AD 1865, at the office of said Company in the City of New York, with interest thereon at the rate of seven per centum per annum, from the 1st January annually, by said Company, at said Companys office in New York, on the first days of August and February in each year, on the presentation and surrender of the annexed Coupons, as they severally become due, and in case of the Non-payment of interest for any half year when demanded as aforesaid, and the same remaining in arrear for six months thereafter, the principal shall become due and payable on demand from and after the date of such default, with interest then accrued and in arrear. And the said Rail Road Company, also agree to transfer to the holder hereof at any time hereafter, when the holder elects to surrender the same, (on delivery of this obligation, and the unpaid Coupons or interest Warrants hereto annexed or belonging to the Trustee or Treasurer of said Company) ten shares of one hundred Dollars each in the Capital Stock of said Company, in exchange and satisfaction of this obligation.

This Bond is one of a Series of bonds of like tenor and date, executed and issued in conformity with resolutions passed by the Board of Directors of the said Company, on the thirtieth day of March AD One Thousand Eight hundred and fifty five authorizing bonds to be issued, amounting in the aggregate to Three Millions of Dollars; and the holder hereof is entitled to the Security issued from the Mortgage, bearing date on the first day of August AD One Thousand Eight Hundred and fifty five, and duly recorded, upon the said Company's line of road from the city of Chicago in the State of Illinois via of the city of Janesville, to the city of Fond du Lac, in the State of Wisconsin, including Depot grounds, Depots, rolling stock and machinery, and all the rights, franchises Privileges, and appurtenances thereto belonging, Executed and delivered to the said James Winslow, in trust to secure the payment of the principal and interest on said bonds.

The holder hereof will also be entitled to the benefits derived from a Sinking Funds of one and a quarter per centum per annum on the amount of Bonds of this Series from time to time issued, outstanding and not converted into stocks of this Company, and amounting to $37,500 per annum, in case the whole three millions of Bonds herein named be issued and remain outstanding — said sinking fund to be set apart annually by said Company as specified and provided in in said Mortgage, being a sufficient amount to redeem the whole three millions of dollars secured by said mortgage within thirty years from the date of said bonds, and before the same shall fall due.

This Bond shall not be deemed obligatory or valid until the proper certificate of the above named Trustee, or his successor, thereon, shall be duly signed by him.

This Bond may pass by delivery, or may be registered on the books of the Company, at the option of the holder, after which no transfer shall be valid, unless it be registered as aforesaid, and a certificate thereof endorsed on the bond by the Treasurer. Provided, however, that it may be transferred on said books to bearer, and thereafter pass by delivery.

In Witness Whereof, the said Company have caused their Corporate seal to be hereto affixed, and their President and Treasurer to sign, and their Secretary to countersign the Same, and have also caused the Coupons hereto annexed to be Signed by their Secretary, this first day of August in the year of our Lord One Thousand Eight hundred and fifty five.

Seal

President

Countersigned

Treasurer

Secretary.

It is mutually understood and hereby provided, however, that not exceeding one Million of dollars, or one third in amount of the issue of bonds hereinbefore proposed may at the option of said first party hereto be issued in either the French or any other language, and in or for such Sum or Sums or amount as said first party shall think proper, and may be issued and made payable in pounds sterling, or in francs, instead of Dollars, at the option of said first party; and the interest thereon or any portion thereof or the principal of said Bonds or any of them, may be made payable in Gold or Similar Currency, in London or Paris, or elsewhere in Europe, or in New York, at the option of said first party hereto.

Now this Indenture further witnesseth, that the party of the first part, in consideration of the premises, and of the Sum of one dollar to them in hand paid by the party of the Second part, the receipt whereof is hereby acknowledged, and in order to secure the payment of the Bonds so to be issued, as herein above described and different amounting in the aggregate to three Millions of Dollars, together with the interest thereon, as the Same shall from time to time fall due, have, granted, bargained, sold, conveyed and transferred, and by these presents do grant, bargain, sell, convey, and transfer unto the party of the second part and his Successors or successors in the trust herein after expressed, all and singular the rail road of the said Company, from Chicago in the State of Illinois via Woodstock, to Janesville in the State of Wisconsin, and thence via Watertown to the city of Fond Du Lac in Wisconsin, together with all the rights of way, Depot Grounds, Railways, rails, bridges, fences, Stations, Station Houses, and other buildings, and all the lands and hereditaments by the party of the first part now held in their name, or hereafter to be acquired, in connection with the said railway, or relating thereto, whether obtained under the rights and privileges of their several Charters, or conveyed to them by deed; and also all the tolls incomes rents, issues and profits and corporate and other franchises of them, the party of the first part, connected with their said line of Rail-

way; or relating thereto; and also all the locomotive engines, tenders, cars of any kind, machinery, machine-shops, tools and implements, used and property connected with the proper equipment, working, operating and conducting of the said Road, now owned or hereafter to be acquired by the party of the first part, for or appurtenant to the aforesaid line of road; in substitution of those now owned or otherwise, all of which personal chattels are declared to be fixtures and appurtenances, and are to be used and sold therewith, and not separated therefrom, and are to be taken as a part thereof.

But nothing herein contained shall be so construed as to prevent the party of the first part from selling, hypothecating or otherwise disposing of any city or county bonds or Mortgages or stocks or other securities received in payment or security for stock or otherwise; nor shall this mortgage be deemed or construed to include or encumber any lands lots or other property of the first party hereto, which are not necessarily retained for their Road or Roadway, or included in their depots, or station grounds, or required for the Construction, operation maintenance or convenient use of the same, and which said first party may deem it to be for the interest of said Company to lease, sell or otherwise dispose of; and especially are the lots and grounds of said first party known as their Depot grounds in Chicago (a negociation for the sale of which, to the Chicago and Milwaukee west road Company, for their depot grounds, is now pending) reserved from this Mortgage.

Provided, However that the proceeds of any and all lease, sales or other disposition of such lands and property shall be faithfully applied to the payment of the Debts or obligations of said Company, or used in aid of the construction or Equipment of said Company's road or roads.

And the said party of the first part hereby further Covenant and agree to and with the said party of the second part, his successor or Successors in the trust hereby created that for the further Security, and ultimate redemption of the said Mortgage bonds, to be issued by virtue of this Mortgage, they will annually, on or before the first day of December in each year hereafter beginning with the first day of December One thousand Eight hundred and forty Eight, until the principal of said bonds is fully paid, set apart and appropriate from the earnings of the said Road for the preceding twelve months, and deposit with the aforesaid trustee, party of the second part or his successor in the trust, who is hereby made, constituted and appointed the further trustee or receiver of the said parties hereto, and of all the holders of the Mortgage bonds to be issued by virtue of this Mortgage, as aforesaid, for the purpose hereinafter mentioned, the first and full sum of one and one fourth per cent (equal to $37,500 on the $3,000,000) per annum on all outstanding unconverted bonds secured by this Mortgage which together with the accumulation of interest thereon, will form a Capital sufficient to pay and discharge the entire principal of all the mortgage bonds contemplated to be issued by virtue of the several provisions of this mortgage, on or before the maturity of the said bonds, the first sinking fund appropriation of said Sinking Fund to be made and deposited on the first day of December Anno Domini One thousand Eight hundred and fifty Eight, and the said sinking fund or several sums of money thus set apart and appropriated, with all accumulations of interest, shall as soon as practicable thereafter be laid out and invested by the said Trustee or his successor in the purchase of the Mortgage Bonds to be issued under this Mortgage whenever any or either of the said Mortgage Bonds can be purchased at or

under par, and the accrued interest on the same at the date of the purchase. In case the securities of the said Company before specified, cannot be procured or purchased on the terms aforesaid, then and in that case the said Trustee or his successor shall from time to time, with the said fund, under the advice and direction of the Board of Directors of the party of the first part, in said bonds or in such securities as shall be deemed most safe and profitable for the party of the first part, provided, however, that the obligations of the party of the first part to make such annual deposits to the said sinking fund as aforesaid, shall cease and determine, as soon as the funds and securities placed in the hands of the said Trustee, or his Successor shall with the accumulation of interest thereon, form a Capital sufficient to pay and discharge, at the maturity thereof, all the outstanding unconverted bonds issued hereunder. The said Trustee or his successor shall at all times keep a proper and correct registry, and account of the said several securities and funds to be held by them aforesaid, and belonging to the said sinking fund for the inspection and Examination of the parties hereto, and of any of the Stockholders or Bondholders of the road; and shall annually, during the Continuance of the said trust, render to the first party hereto a written statement showing the true state and condition of the said sinking fund, and when any of the aforesaid securities of the party of the first part shall have been purchased for the use of the sinking fund, the same shall as soon as purchased, be cut cancelled, and attended by said Trustee, or his successor, and shall from time to time and as soon as conveniently may be after such purchase be returned by the said Trustee, or his successor to said Company, take by them duly registered and destroyed in the presence of the President treasurer and Secretary of said Company, or in the presence of a committee of three directors of said Company and of said Trustee, and proper vouchers shall be given said Trustee for all such cut and cancelled bonds so returned by him, and registered and destroyed in his presence by said Company. There shall be added to said sinking fund, hereon, annually, by said party of the first part, an amount equal to the annual interest on all of said Company's bonds which may be from time to time so purchased, cancelled and destroyed as aforesaid. The said Trustee or his Successor shall apply the funds and available securities in his hands to the payment and redemption of the said Mortgage Bonds issued hereunder, at their Maturity, reserving the over plus, if any to the party of the first part, or their assigns.

The Party of the first part hereto, however, reserve the right at any time hereafter to appoint any other proper person or persons, or incorporated Company, in the City of New York, to discharge the duties hereby conferred upon the party of the second part or his successor in relation to receiving and investing the proceeds of the said Sinking fund, and thereafter, all the duties and obligations, rights and privileges herein conferred upon the party of the second part in relation to the said Sinking fund, shall cease and determine, and the person or persons, or incorporated Company, so appointed, shall thereupon become such special Trustee or Receiver, and shall be vested with all the rights Estate powers and privileges herein conferred upon the said second party hereto, in connection with or in relation to said sinking fund, and the said second party hereto or his successor so superseded, shall upon request forthwith assign transfer and deliver to such substituted Trustee or Receiver all funds property and securities belonging to said sinking fund, so deposited with and held by him as aforesaid.

To have and to hold the said granted premises unto the said party of the
Second part and his successors in the trust, on the trust and for the purposes
following, that is to say: that of the interest on any of the bonds soto be issued
shall not be paid by the party of the first part, when the same shall fall due
and of such interest shall remain in arrear for Six months, so that, according to the
general tenor of the said bonds, the principal thereof shall become demandable, or
in case the party of the first part shall fail, neglect or refuse to set apart, appropriate
and deposite with the said Trustee, or his successor the said Several Sums of
money or any or either of them, for the purpose of a sinking fund
at the times and in the manner hereinbefore particularly set forth and provided
or in case the principal of said bonds or any of them, shall not be paid at
their maturity, then it shall be lawfull for the party of the second part, and
his successors in the trust to take possession of all and singular the said
premises, property and franchises so conveyed and transferred, or so
proposed to be, and to sell the same at Public Auction to the highest bidder
& proceed to do, and to sell the same at Public Auction to the highest bidder
on advertisement specifying the time and place of sale, published in three
principal daily Newspapers, printed in the City of New York, and one such
Newspaper printed in the City of Savage, and in one Newspaper in each
of the cities of Janesville and Fond du Lac, to be continued for Sixty
days immediately preceding said sale, or for such shorter time, not less
than twenty days, as the party of the first part may assent to, and to Execute
a proper, full and legal conveyance on the sale to the purchaser or purchasers
thereof; and out of the proceeds thereof, and the income next mentioned after
deducting just allowances and Expenses to pay first the interest in arrear on the
said bonds soto be issued, which are at that time outstanding and not Converted
nor purchased for the sinking fund, and then to pay the principal thereof in full
or ratably, so far as such proceeds and income shall suffice; and from such
default until such sale it shall be lawfull for said party of the second part,
trustee as aforesaid, and his successors in the trust, to cause the said road to
be used, and its business conducted by themselves or such agents, servants & person
intendants, managers and Grants as they may appoint; and to apply the
net income remaining therefrom to the payment of interest and principal, in
the order above expressed; and for all the reasonable charges and Expenses of
so conducting the said road and its needfull repairs and the Management
of the said business, the acting trustee shall be indemnified out of the
proceeds of the sale of the said road if needfull, as well as out of its receipts
and income; And in case any surplus shall remain in the hands of the
said Trustee or his Successors, the same shall be paid to the party of the first
part, their successors or assigns

Provided always, and the grant and Conveyance hereby Contained
are upon this Express condition, that if the said party of the first part shall
well and truly pay the interest on the said bonds, so to be issued as aforesaid
as the same shall fall due and be demanded, and also the principal thereof
when the same shall fall due; or shall exhibit the said bonds Cancelled
to the party of the second part or, his successor in the trust, then the estate, title
and interest of the party of the second part, and his successor in the trust
shall cease and determined, and become void, but otherwise they shall
remain in full force and virtue

Provided further, that if for any cause it shall hereafter, pending the
Existence of this mortgage, be deemed advisable by the said party of the

first part, to clear sell or otherwise dispose of any portion or portions of their
said line of Rail Road, named herein, other than that portion of said line
between Chicago and Janesville, the said party of the second part or his
successors, may and shall, from time to time as may be required of him
by said party of the first part, on the request and Cancelment of not less
than Seventeen thousand dollars (17000) of the principal of the aforesaid bonds
secured by this mortgage, for each and every mile of the line of said
road so sold, sold or otherwise disposed of, release and discharge the
same, by proper instrument in writing, under seal, from this mortgage
from all lien or incumbrance by virtue hereof; Said release and discharge
of any portion of said line of road, however, shall not include the rolling
stock and furniture in use thereon

And the party of the first part, hereby covenant with the party of the second
part and his successors in the trust, for the benefit of those to whom the
said bonds shall be delivered, and their assigns, that the said party of
the first part shall and will at the reasonable request of the party of the
second part and his successors in the trust make and Execute all
further assurances Conveyances and instruments needfull or proper to assure
or conveyunto him, upon the trusts, and Conditions herein Contained, all the
said premises Expressed to be granted as aforesaid together with all personal
property, furniture, and effects acquired, or which may or shall hereafter be
acquired, and all fixtures (as above described) which may hereafter appertain
to the said Road

And it is mutually understood and agreed, that on default as above, as to
principal or interest on any of the bonds soto be issued, or as to any payment to
the said sinking fund, the party of the second part, and his successor in the
trust, shall on the request in writing of bona fide holders of such bonds to
the aggregate amount of One Hundred thousand Dollars enforce and Exercise
all the aforesaid powers of entry and sale and intermediate Conducting of
the road; but until such default shall happen, and possession shall
be so required to be taken as aforesaid, the party of the first part shall
Continue in the possession and management of the granted premises

And is further mutually agreed, that in Case of the death, removal
incapacity or resignation of the said party of the second part, all his Estate
right, interest, power, and Control in the premises shall be divested
Ceased and determined, and the same shall from thenceforth, for the purposes
aforesaid, be vested in, and all and Singular the trust and duties hereinbefore
before enumerated shall devolve upon Leonard C Winslow of the City
of New York, without any further assurance or Conveyance of or
for the Same

And it is mutually agreed, as the condition on which the party of the second
part, has assented to the premises that until default of payment under the
bonds soto be issued, or Some of them, shall occur; and he be required to
act as aforesaid no active duty on his part shall be required and that he
shall not be responsible at any time for the default or Misconduct of the
agents by him to be employed in his discretion, but he shall be bound
to the Exercise of ordinary diligence

And that in case of the death removal or permanent disability of the
said Leonard C Winslow, after the trust hereby created shall have
devolved upon him, or in case of vacancy in the trust from any cause

it shall be lawful for the said party of the first part, with the consent in writing of the bona fide holders of the said bonds to the amount of one Hundred thousand dollars, said holders at the time not being directors or stockholders in the said Company to appoint and substitute from time to time, by an instrument in writing under their Corporate Seal, other persons as Trustees, to vacancies so occurring, in whom the Estate, interests, trusts and powers herein granted or created shall be vested from such appointment.

And it is further provided, that a majority in interest of the holders of the said bonds may at all times by an instrument in writing, and under seal, constitute and appoint any other person as Trustee in place of the said party of the Second part or his successor, in which case, this grant shall operate in favor of the person so Constituted, and appointed to the same extent, as this instrument operates in favor of the party of the Second part named herein.

And said person thus appointed by a majority of the Bond-holders, shall notify the party of the second part, hereto of his said appointment, either personally or by addressing him through the post office by letter directed to him at his last place of residence, and shall thereafter possess all the powers, rights, privileges and Estate vested by this instrument in the said party of the first part, and shall become his successor to all intents and purposes whatsoever.

It is further understood, that the holders of a majority in the amount of the bonds issued in pursuance hereof, and which are at the time outstanding shall be regarded as constituting the majority in interest of the Bond-holders.

In Witness Whereof, the parties to these presents have hereunto interchangably set their Seals (the party of the first part their Corporate Seal) and have signed these presents, the parties of the first part by their President and Treasurer the day and year first above written, in duplicate.

Sealed & delivered
in presence of
James H Nichols
John Build

The Chicago St Paul and Fond Du Lac Rail Road Company
by
H. B Ogden President

Corporate Seal.

The Chicago St Paul & Fond Du Lac Rail Road Company by
Charles Butler
Treasurer
James Winslow
Trustee

Seal

State City & County of New York ss.

On this 10th day of August, 1855, before me John Bigelow, a commissioner, to take testimony, acknowledgements &c for Wisconsin and a Notary public and Commissioner of Deeds, in and for the State of New York duly commissioned and qualified, personally appeared Charles Butler and James Winslow to me personally known to be the individuals described in and who executed the foregoing instrument, And the said Charles Butler being by me duly sworn, says that he resides in the city of New York, that he is the Treasurer of the Chicago St Paul and Fond Du Lac Rail Road Company, that he knows the Corporate Seal of said Company, that the seal affixed to the forgoing instrument is the corporate seal of said Company, that it was affixed by

order of said Company, and he signed his name to said instrument, by like order as Treasurer of said Company; and that William B Ogden who signed said instrument is the President of said Company; and that he knows the handwriting of William B Ogden, and that he signed said instrument by order of said Company, And said James Winslow acknowledged that he executed said instrument freely for the purposes therein stated. It is acknowledged and proved in due form of law.

Witness my hand and seals of office

Commissioner Seal

Notary Public

John Bigelow
Commissioner for Wisconsin, Notary Public and Commissioner of Deeds in and for the State of New York. 11 Wall St.

Received and recorded May 15th 1857 at 6 Oclock P. M.

Chicago, Saint Paul and Fond Du Lac Rail Road Company
to William A Booth, James F D Lanier, and William B Ogden

This Indenture made the 6th day of April, in the year One Thousand Eight hundred and fifty Seven, between the Chicago, St Paul and Fond Du Lac Rail Road Company of the first part, and William A Booth, and James F D Lanier of the City of New York, and William B Ogden of the City of Chicago, Trustees as after mentioned of the second part, witnesseth:

Whereas, by articles of consolidation, bearing date the fifth day of March, 1857, duly made and executed by and between the Chicago St Paul and Fond Du Lac Rail Road Company, and the Wisconsin and Superior Rail Roads Company, pursuant to the laws of the States of Illinois and Wisconsin, and which said consolidation, with all the terms and conditions thereof, was subsequently approved by the Stockholders of said two Companies respectively, the said two Companies became and were united into one Company and Corporation, under the name and style of the Chicago St Paul, and Fond Du Lac Rail Road Company, and the respective property, franchises and rights to land from the General Government, and all other property, franchises and rights and claims, were united into one Common Stock, property and franchise and duly conveyed to confirmed upon, and vested in the said Company thus consolidated

And Whereas, by articles of consolidation, bearing date the 27th day of March 1857, duly made and executed, under and pursuant to the laws of the States of Illinois, Wisconsin and Michigan, by and between the said, the Chicago, St Paul and Fond Du Lac Rail Road Company thus consolidated as aforesaid, and the Marquette and State Line Rail Roads Company, a corporation Created by the laws of Michigan, with all the terms and conditions thereof, and which said articles of consolidation were subsequently approved by the Stock holders of said two Companies respectively; the said two Companies, became and were likewise consolidated into one Company and Corporation, also under the name and style of the Chicago St Paul and Fond du Lac Rail Road Company, and the respective stocks, property, franchises and rights to lands from the general Government, and other rights and claims were united into one Common Stock, property and franchise, and were duly conveyed to confirmed upon and vested in the said Company thus Consolidated,

And Whereas, by articles of consolidation, bearing date the 27th day of March 1857 duly made under and pursuant to the laws of Illinois, Wisconsin and Michigan, Executed by and between the Chicago, St Paul and Fond du Lac Rail Road Company, thus consolidated as aforesaid, and the Ontonagon and State Line Rail Road Company a corporation created by the laws of Michigan and which said Articles of Consolidation were subsequently duly approved by the Stock holders of the respective Companies; with all the terms and conditions thereof, the said two companies, became and were likewise consolidated into one Company and Corporation, also under the same name of the Chicago, St Paul and Fond du Lac Rail Road Company, and the respective stock property, franchises and right to land from the general Government, and all other right and claims of each Company were united into one Common stock, property, franchise and right; and the same were thereupon duly conveyed to confirmed upon and vested in the said Company thus consolidated

And Whereas, by virtue of an act of Congress, approved June 3d 1856 granting lands to the State of Wisconsin, in aid of the Construction of Rail Roads therein and also by virtue of an act of the Legislature of Wisconsin, approved

6 Feb 1856 in relation to said Congressional act, a quantity of lands belonging to the general Government and lying along the line of road of said Wisconsin and Superior Rail Road Company from Fond Du Lac on Lake Winnebago, northerly to the State Line, being six sections, or 3840 acres of land for every Mile of road, was prior to the Consolidation of said Company as aforesaid, granted to and confirmed upon said Company.

And Whereas, by virtue of an act of Congress, approved June 3d 1856, granting lands to the State of Michigan, in aid of the Construction of rail roads therein, and also by virtue of an act of the Legislature of the State of Michigan, approved February 11th 1857, in relation to said Congressional act, a quantity of land belonging to the General Government, and lying along the line of the said Marquette and State Line Rail Road Company, from Marquette on Lake Superior, to the State Line of Wisconsin, and also, a quantity of land lying along the line of the aforesaid Ontonagon and State Line Rail Road Company from Ontonagon to the State Line of Wisconsin, being also six sections or 3.840 acres of land per mile for every mile of rail road of said two Companies, were prior to Either of the consolidations aforesaid, granted to and confirmed upon said Companies respectively,

And Whereas, by virtue of said acts of Congress, and of the States of Wisconsin and Michigan, and by virtue of said various Consolidations, the party of the first part became endowed with and possessed of the right to all the lands appertaining to said lines of road, from Fond du Lac, northerly to the State Line, and thence continuing northerly, upon two routes, to the termini aforesaid upon Lake Superior, being in all about 350 miles of roads, and which land in the aggregate, consequently amounts to 1,767,200 acres of land, provided the road in Wisconsin should be constructed nearly north, and without any branches in said State.

And Whereas, the party of the first part has deemed it advisable to provide for the issue and disposal, now and hereafter, of its Construction bonds, sufficient to pay all present liabilities, and provide means for the further Construction, Completion and Equipment of its said rail roads, from time to time, as shall be deemed prudent and Expedient, from Chicago to Lake Superior at Marquette and Ontonagon as aforesaid, and sufficient, also to retire and Cancel all outstanding bonds of said first party, amounting to three Millions of dollars, and about one half of which have been sold; and thereby to become indebted to various persons, bodies politic or Corporate, who shall become holders of said bonds or obligations

And Whereas, for the purpose of more effectually securing said Bonds, it is Expedient that the party of the second part should Execute a Mortgage Deed upon all its property and franchises, in security for the payment of the principal and interest of said bonds as which said bonds, so to be issued, shall each, either in the sum of One thousand Dollars or of five Hundred dollars; and shall be regularly numbered and signed by the President and Treasurer or assistant Treasurer and registered and Countersigned by the Trustees, and shall bear such rate of Interest (with Coupons attached) as may be from time to time, as issued, decided upon, not to Exceed the rate of Eight per cent per annum; and the same shall all become due to the holder thereof on the first day of May A D 1882, and are to be issued in series and in parcels, from time to time as required for the purpose aforesaid, in the aggregate to the amount of twelve Millions of Dollars, if found Necessary as hereinafter specified and are to stand equally and ratably secured by these presents, according to their respective amounts, without any preference in respect to priority of date or time of issue

Now this Indenture Witnesseth That the party of the first part, in consideration of the premises, and of the sum of One Dollar in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and in order to secure the bonds to be issued, as herein provided, and the interest in order to secure the bonds to be issued, as herein provided, and every part thereof, as the same shall from time to time become due and payable according to the tenor and effect of said bonds, and the Coupons or interest Warrants thereto annexed, have granted, conveyed and by these presents do grant, convey, transfer transferred and assigned, and by these presents do grant, convey, transfer and assign unto the said party of the second part, as joint tenants, and not as tenants in Common and their survivors or successors in the trust hereinafter Expressed, the entire rail road of the said Company from the city of Chicago, through the cities of Janesville and Fond du Lac to Lake Superior, with her termini on said Lake, one at or near Escanaba Marquette, or the Mouth of Carp River, and the other at or near Ontonagon or the mouth of the Ontonagon River, being the direct lines between Chicago and said Marquette and Ontonagon, whether said lines be called and known as the main trunk lines, or some of them as branches to the main trunk lines, and all the land, railways, rails bridges, fences, right of way, stations land, and all the land, railways, rails bridges, fences, right of way, stations depot grounds, Station houses, and other buildings, now held or owned, or which depot grounds, Station houses, and other buildings, now held or owned, or which may hereafter be held or owned by said Company for the purpose of may hereafter be held or owned by said Company for the purpose of Constructing, operating and maintaining their said Rail Road, or the accommodation of the business thereof; and also all the tolls, income, rents issues, profits, and alienable franchises of the said party of the first part connected with their rail road or relating thereto. And also all the locomotives or Stationary, Engines, Tenders, and Cars of every kind, Machinery Machine shops, tools and implements, and Materials connected with, or intended for the Construction, Equipment, operating and conducting of said rail road, hereby Conveyed, or intended to be conveyed, Now owned or hereafter to be acquired by the party of the first part; all of which are declared to be appurtenances and fixtures of said rail road, and are to be sold and sold therewith, and not separated therefrom, and are to be taken as part thereof.

And the Parties of the first part agree to furnish to the party of the second part or the survivor of them, their successors, or the successor of such survivor from time to time, upon him or his reasonable request, a true and full inventory of all the moveable property appertaining to said rail road, and the operation thereof, and transferred, and agreed to be transferred by this Indenture.

But no default to demand or furnish such inventory, shall impair the operation or effect of this indenture upon all or any of the property herein agreed to be transferred.

To have and to hold the said granted premises unto the said parties of the Second part as joint tenants, and Not, as tenants in Common, and their Survivors or Successors in the trust hereby created, on the trust and for the purposes following, that is to say

First. If the interest on the bonds to be issued shall not be paid by the party of the first part when the same shall fall due and if there shall be no moneys in the hands of the parties of the second part, out of which said interest may be paid in accordance with the provisions of this Indenture, and if such interest shall remain in arrear for three Months, or if there shall be a failure to pay the principal of

said bonds, or any of them or any part thereof when due and demandable according to the tenor and effect thereof, then in either case, it shall be lawful for the parties of the second part, or the survivor of them, or his or their successors in said trust, to take possession of all and singular the said premises hereby conveyed or transferred, or Expressed or intended so to be, and to carry the said Rail Road, take and operate, and keep in repair, and to business conducted by themselves or such agents, Superintendents, Managers and servants as they may appoint, and to apply the Net income required therefrom to the payment first of the interest of said bonds, and the surplus to the payment of the principal thereof, if any there be due.

And at any time, after such default, upon the request of the holders of two hundred and fifty thousand Dollars in amount of said bonds, upon being indemnified for their Costs and Expenses, said parties of the second part or their successors under this indenture, may and shall enter upon and take possession of, or if already in possession, shall, upon such request, sell all and singular the said premises hereinbefore, and hereafter conveyed and transferred, or Expressed, or intended so to be, or only so much, or such parts thereof as they shall deem necessary and proper, first giving notice by advertisement in two daily Newspapers printed in the cities of Chicago and New York, to be continued for four months or such shorter time, not less than forty days, as the party of the first part may, by resolution of its board of Directors, assent to; and until such sale, may operate the said rail road as aforesaid, being accountable for, and applying the income of said road as hereinbefore Expressed. Provided, That said parties of the second part May, if in their judgment, the best interests of the Bond holders shall require it, sell the same for cash, or partly for cash, and partly on credit, not to be extended beyond a period of two years; and on receiving full payment for same May Execute to the purchasers a full and valid Conveyance of all and Singular the premises sold, and may in their discretion, upon partial and before full payment of such purchase money, place the purchaser in possession of the same, and from the proceeds of said sale, or of the operation of said road, until sale, after deducting just allowances for their services and Expenses, said Trustees shall pay first the interest due and in arrear of said bonds, and next the principal thereof in full or ratably, so far as such proceeds or income shall suffice, or if said sale shall Comprise but a portion of said premises, and after reasonable time and public notice given the holder of any of said bonds shall fail to apply for their ratable proportion of the residue of such proceeds of said sale, the same may be used in the purchase and Cancelment of any of said bonds. For all charges and Expenses of operating and Maintaining said roads, and the management of said business, the said Trustees shall be indemnified out of the proceeds of the sale of said road if Mortgaged, as well as out of the income thereof. In case any surplus shall remain in the hands of the Trustee or trustee the same shall be paid over to the party of the first part their successors or assigns. Provided however that if a majority in interest of said Bond Holders shall deem such sale inadvisable, or the time named for it in favor of the interest of said bond holders, and if they shall in writing request the Trustee to delay such sale, said Trustee shall postpone the the Same to such time not Exceeding twelve Months as may be named in said writing.

Second— It is agreed between the parties hereto that if for the non payment of interest or principal on the Bonds, as hereinbefore provided, the said parties of the second part, shall enter into and take possession of the premises herein conveyed or transferred, and shall cause said said road to be operated and its business managed by themselves; that in such event, if at any time prior to the absolute sale of said premises, said parties of the first part shall have paid or caused to be paid the interest and principal due upon all of such bonds, and all costs and damages, that may have accrued in consequence thereof, so that there shall be no longer any default or arrearage of interest or principal, then and in such case, said sale shall not be made, but said parties of the second part shall surrender up, and deliver to said parties of the first part all of said Rail Road, with its appurtenances so taken possession of by them, and shall pay over to said parties of the first part the proceeds arising from the income of said road, after deducting a just allowance for their Services and all Charges & Expenses of operating and maintaining said road and the management of the same

Third— The party of the first part covenants with the parties of the Second part and their successors in this trust for the benefit of the holders of said bonds, that the party of the first part shall and will at the reasonable request of the party of the second part, and their successor in the trust made and Execute all further assurances, conveyances and instruments requisite or proper to convey unto them upon the trusts and Conditions herein contained, all the said premises Expressed or intended to be granted as aforesaid and all which may hereafter appertain to the said road

Fourth— Until there has been a default in the payment of the interest or principal of said bonds or to be issued, or some of them, the party of the first part shall Continue in the possession, management and control of all and singular the lands, rail road, premises appurtenances and other property hereinbefore and hereafter granted together with the rents, income and profits thereof

Fifth— It is understood and agreed, anything in this indenture contained to the contrary notwithstanding, that if it shall become Expedient for the said party of the first part to sell or Exchange, or otherwise dispose of any of the real-Estate or grounds, now held or owned by them for depots or Station purposes or for gravel pits, or on which any Engine houses, shops or other buildings designed for the use of said Company, in the operation of this Rail road or the accommodation of its business, are or may be erected, the said party of the first part with the approval of the parties of the second part, to full power to sell, Exchange, dispose of and convey any such real Estate or grounds; and the parties of the second part, and their successors in trust shall have power to release any such real Estate or grounds so sold, Exchanged or Conveyed

Provided, however that all monies or obligations received in Case of such sale, shall be subject to the control of the parties of the second part, as trust funds, so far as not reinvested for the use and accommodation of the road, and that all real Estate hereafter acquired by said party of the first part for the purposes aforesaid in lieu or in Exchange for such as may have been sold or Exchanged as aforesaid, shall become and be subject to the operation of this Deed, in like manner, as if the same were herein specifically

described, with like power of sale or Exchange by said parties of the first part, as in the case of real Estate, or ground now held or acquired by them as aforesaid. But it is Expressly understood, that until such power of sale or Exchange is Exercised by said party of the first part, all the real Estate in this stipulation contemplated shall be and remain subject to the lien and operation of this indenture.

Nothing in this indenture Contained shall be construed to prevent said party of the first part from disposing, by sale or Exchange from time to time of any part of the machinery, shop tools and rolling Equipment of said rail road and other personal property of said Company, bought or manufactured by them which may become unsuited, unnecessary or impaired in value by use, or requiring renewal, or which is not used by the Company, but all property purchased or manufactured, by said party of the first part, for the use or to replace that so sold or exchanged, shall immediately, to all intents and purposes, become subject to the lien or operation of this indenture, & the same Extent, as the property for which it was so Exchanged or substituted

And the party of the first part for the consideration hereinbefore Expressed and for the more ample and perfect Security for the payment of the bonds aforesaid, to be issued as herein provided, and the interest thereon, and every part thereof as the same shall from time to time become due and payable, according to the tenor and Effect of said bonds, and the Coupons or interest Warrants thereto annexed, have granted, bargained, sold, conveyed, assigned and confirmed, and by these presents do grant bargain, Sell, convey and assign unto the said parties of the second part, as joint tenants, and not as tenants in Common, and their survivors or the successors in the trust hereinafter Expressed; all the right, title, interest, claim or demand, which the said party of the first part, now has or hereafter shall acquire in or to one million of acres of public lands of the United States, situated lying and being in the States of Wisconsin and Michigan, adjoining and adjacent to the aben described rail road and branches, between Fond Du Lac on Lake Winnebago, and Ontonagon and Marquette on Lake Superior, as hereinbefore described, being parts and parcels of the lands which were granted to the State of Wisconsin and Michigan, by the aforesaid two acts of Congress Approved June 3d 1856, and by the said States of Wisconsin and Michigan granted to the assignors and predecessors of the party of the first part and subsequently by consolidations confirmed and now assigned to and confirmed in the party of the first part as hereinbefore stated; which said one million of acres of land, being intended to be conveyed and to be selected by the party of this indenture of the first part, and specially set aside and appropriated to the purpose of this instrument, and proper schedules and lists thereof prepared, Approved and Confirmed, under the Corporate seal of the party of the first part, and properly annexed to this indenture, so as to give the same the effect of a particular and detailed description of each seperate tract or parcel of land set forth in this indenture, And if such lands shall not be so selected within a reasonable time after the Execution of this indenture, and said Schedule and lists prepared as aforesaid by the party of the first part, then the same may be done by the parties of the second part in the same Mode, and affixed to this instrument, in the same manner, and with the same effect as if done by the party of the first part

Together with all and Singular the tenements, income and advantages tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders

rents, issues and profits thereof: and also all the Estate, right, title and interest, property, possession, claim and demand, whatsoever at law or in equity of the said party of the first part, of, in and to the same, and each and every part and parcel thereof, with the appurtenances: To have and to hold all and singular the lands and premises hereby granted or intended so to be, and each and every part and parcel thereof, with the appurtenances, unto the said parties hereto of the second part and their successors and assignees forever, as joint tenants, and not as tenants in Common for the uses and purposes in this indenture set forth and declared and subject to the provisions and requirements of the before mentioned acts of Congress of the United States, and the said acts of the Legislatures of Virginia and Michigan, granting said lands to said Assignors and predecessors of this Company: It being distinctly understood, however, that so much of the aforesaid public lands, to which said first party may be entitled, as shall Exceed said One Million of acres, are not included in this deed of trust, but are entirely reserved therefrom, and the said party of the first part shall have the right to use, sell and appropriate the same from time to time, as may be deemed necessary and proper, for the purpose of paying Contingent Expenses of said Company, the interest on said bonds, and for any and other purpose consistent with the Charters of the said Consolidated Companies or either of them and the laws of the States through which said roads pass, and the general objects and interests of the Company

This Indenture is executed, and the conveyances and transfers, as well of the aforesaid public lands as of the said line of road and appurtenances, are made to the parties of the second part, and accepted by them upon the following terms, conditions and provisions

First. — No bonds shall be issued under this trust by the first party hereto entitled registered and countersigned by the said Trustees, nor shall any such bonds be a legal or valid obligation unless so, registered and Countersigned

Second. — It is agreed between the parties hereto that said party of the first may now proceed to Execute and dispose of a first issue of said bonds for the purposes aforesaid, and to such amount, not Exceeding three Millions of dollars, as will enable said party of the first part, to finish, Equip and put in operation its said line of road, from the City of Chicago to a point near the City of Oshkosh, twenty Miles North of the City of Fond du Lac

And said first party may, at any time hereafter, with the approval of the said Trustees, make such further issues of bonds as aforesaid as may be necessary, not Exceeding thirty thousand dollars per mile to Enable it to construct and Extend its Road twenty Miles further North, to a point near the city of Appleton; and may in like Manner make a further issue of bonds as aforesaid to complete and Extend their Railway from Marquette, above named, Southwestwardly for twenty miles into the Lake Superior Iron Mines, upon the general Route towards Appleton aforesaid

And said first party may, with the approval of said Trustees, as aforesaid, issue within the next three years, and in time to procure the means to complete twenty miles of its line of road from Ontonagon, south Eastwardly into the Copper Mining Region of Lake Superior, and in the direction of its point of intersection with the general route of line aforesaid, a further like

amount per mile, of said bonds:

Third. — No further issue shall be made of said bonds, for the further, partial or full Completion of the intermediate portions of said lines of roads, or for any other purpose, Except ibid, for retiring present outstanding bonds above Named as opportunity may offer, until fully approved by both parties hereto, their Successors or successors, and by a vote of a Majority in interest of the Stock-holders represented at a meeting to be called for that purpose, and then only to such Extent as both parties hereto shall assent to, and the said Meeting of Stock holders vote in favor of.

Fourth. — It is further agreed, by and between the parties hereto, any thing herein to the contrary notwithstanding, that in Case both parties hereto shall deem the Construction of said bonds, become satisfied that the avails of the said twelve millions of Construction bonds hereinbefore mentioned together with the Capital Stock already invested in the said roads, and all other Moneys and means of said first party will not be sufficient to pay the whole Cost of constructing said road, including that portion thereof now constructed and under Construction, and also to provide for the retirement and Cancellation of all the present outstanding bonds of said Company; they the party of the first part, with the Consent and approbation of the parties of the second part, may Execute and issue a further amount of Construction bonds, in all respects like those hereinbefore authorized, not Exceeding in the whole three thousand of said bonds of one thousand Dollars Each which shall be countersigned and registered by the second parties hereto or their Successors, and the avails be disposed of for the purposes above Named; and the said bonds so subsequently issued, shall be in all respects subject to all the terms and Conditions of this indenture, the same as any other bonds issued under it. Provided, however, That not over twelve Million dollars in all of said bonds shall at any time be issued, Except an amount of present Outstanding bonds Equal to such Excess of issue over twelve Millions shall be retired, and Cancelled by the second party hereto

Fifth. The interest Money accruing upon the sales of said lands shall be applied by the parties of the second part towards the payment of the interest warrants or Coupons upon said bonds as they become due, and in Case of any surplus of such Moneys, in their hands over and above sufficient to pay the interest on said bonds the same shall be applied in purchasing the outstanding bonds as herein provided, in the same Manner, as from the principal money arising from such sales. Next, such interest on said outstanding bonds may also be paid, from time to time, by the party of the first part, if necessary, from the proceeds of the sales of the bonds hereby authorized to be issued, until said road is Completed and in operation, and for six months thereafter. And all current net earnings and income of the lines of said road of the party of the first part, after deducting Current Expenses and all moneys arising from the sales of the surplus of the public lands hereinbefore reserved to the party of the first part, over and above the said one Million of acres which shall be in the hands or subject to the Control of the party of the first part, as such sales may be Made from time to time shall be appropriated and used, from time to time if Necessary, in payment of the interest on said bonds soto be issued; and, in Case the party of the first part shall at any time deem it Expedient or proper to invest it other moneys than those hereinbefore provided for the payment of interest on said bonds.

the parties of the second part in trust authorized in the manner of the party of the first part, in their discretion, to effectually not Exceeding twenty per cent of the proceeds and income arising from the sales of such lands & the payment of interest on said bonds, or in case the party of the first part; and the parties of the second part, both concur in the Expediency promptly and reasonable safety & the bond holders of so doing, a portion of Said 1,000,000 acres of land; not Exceeding in the aggregate 25 per Cent thereof, or 250,000 acres may be sold from time to time and the proceeds applied to the payment of the interest Warrants or Coupons of said bonds.

Sixth — If there shall at any time be a default in the payment of interest or principal upon said bonds, and continue for three Months after the same shall fall due, the parties of the second part are authorized and Empowered in their discretion to sell at public auction, after Notice published for three Weeks in one or More Newspapers in New York, Chicago and Dansville, as much of said lands as shall be necessary to pay and satisfy such liabilities, or they may proceed as herein before provided, and if sufficient money shall Not be realized from such sales of land, then said parties of the first part May proceed, in the manner above provided to sell the entire road and franchises, or the property or lands, or so much thereof as may be Necessary to pay and satisfy such bonds, or so much as may be due thereon.

Seventh — All the moneys (after deducting the Expenses of Executing this trust) arising from all the sales of said one Million acres of land are hereby sacredly pledged to the payment of said bonds as issued And all such money shall be applied by said parties of the second part from time to time as they shall receive the same, in purchasing and Cancelling such outstanding bonds as can be obtained at their market value, not Exceeding however, a premium of ten per cent, and in the payment of interest thereon, as hereinbefore provided. And Whenever such bonds cannot be purchased at that rate, said parties of the second part shall advertise in two Newspapers, (one in the city of New York, one in London, and in other cities in their discretion not less than three Weeks, and at least six months previous to the maturity of the next interest Warrants on said bonds, giving notice of their readiness to redeem a certain amount of said bonds specifying the amount and Number of the bonds they propose to redeem; and after the time limited in such advertisement, interest shall Cease to accrue on the bond or bonds thus specified, and the said trustees shall redeem the same whenever presented at the rate aforesaid, but without further interest.

And all trust moneys which shall come into the hands of the parties of the second part, until the same shall be used, or applied in accordance with the provisions herein Contained, shall be deposited with some safe bank or trust Company in the city of New York upon the best terms which can be procured for the same.

Eighth — Said lands thus granted as aforesaid (Except the portion thereof occupied and used, or that may Now or hereafter be required to be occupied and used for the roadway depots and other purposes incident and Convenient to the proper working of said road) shall be Carefully valued and appraised by the said parties of the first part, their officers and agents, in Divisions or parcels, as may seem to them Most Expedient for effecting a sale thereof, which allotments and valuations shall be made in writing

from time to time as may be found Convenient and practicable, and shall be subject to the approval of said parties of the second part; and upon such approval, duplicates thereof shall be deposited and filed with the said parties of the second part and also with the Treasurer of the party of the first part, by which said Allotments and valuations may be revised and changed, from time to time, by the party of the first part with the written Consent of all the parties of the second part, and not otherwise.

Ninth — The party of the first part shall be at all times at liberty to contract for the sale of any parcel or parcels of said land, at a price not less than that fixed in the valuations aforesaid, and shall receive in payment thereof, Cash, or any of the bonds aforesaid, and shall receive in payment thereof Cash or any of the bonds aforesaid, at the par value thereof, and upon the payment of such Cash, or surrender of such bonds to said parties of the Second part, said parties of the second part shall by proper deeds or instruments, by them or their duly authorized agent or attorney, Execute, grant and Convey such parcel or parcels of land to the purchaser or purchasers thereof.

Tenth — The parties of the Second part, shall have full power, from time to time to employ such Clerks and assistants as they shall find Necessary to Enable them to discharge properly the duties devolving upon them under the provisions of this instrument; and they shall also have power, and be at liberty to appoint agent or attorney to Execute conveyances of said lands; and to act generally in their behalf, and from time to time to remove such agent and appoint another in his place; And all conveyances executed by such Agent or attorney and other acts within the scope of his power, shall be legal, and valid in the same manner as if Executed or done by the parties of the second part.

Eleventh — All the grants and Conveyances in this indenture Contained are on this Express Condition, that if the said party of the first part shall well and truly pay the interest on the said bonds to be issued as the same shall fall due and be demanded, and also the principal thereof, when the same shall fall due, and shall well and truly perform all other Conditions and Covenants of said bonds, or shall & tender said bonds Cancelled to the party of the Second part, or their successors in the trust, then the Estate, title and interest of the party of the second part, and their Successors in the trust, shall Cease determine and become void, but otherwise shall remain in full force and virtue.

It is mutually agreed, as the Condition on which the parties of the second part have assented to these presents that they shall not be responsible for the acts of or defaults of each other, nor for the fault or misconduct of the agents by them Employed, and shall be bound to the Exercise of ordinary diligence only. And it is further provided, that in Case a vacancy shall happen in the Number of trustees, by death, resignation, removal permanent disability or otherwise of one of said Trustees of their successors from time to time the remaining Trustees shall while said vacancy exists have all the rights, Exercise all the powers and discharge all the duties devolving on all the said Trustees by this instrument.

But as soon as it conveniently Can be done such vacancy shall be filled by the Nomination, by the remaining Trustees, of some proper person to fill such vacancy; which Nomination shall be submitted to the board of Director of said Company, and if approved by them, the person so

nominated and appointed, then & in case a Trustee under this instrument, by said Nomination, is not approved on the term shall be nominated by said remaining Trustees, and so on until a nomination is made which shall be approved.

But if after five nominations neither shall be approved by said Board, said vacancy shall be filled by a committee of three persons elected - one by said remaining Trustees, one by the said Board of Directors, and a third by the two thus elected, and the person appointed Trustee by a majority of the Committee shall be and remain a trustee under this instrument, & if at any limitation vacancies shall occur in said Board of Trustees, then, and in that case the Board of Directors shall appoint one, and the remaining Trustee another person to fill such vacancies, and in the event that the said remaining Trustees shall have all the rights, & exercise all the powers and discharge all the duties devolving on all the said Trustees. In case the aforesaid contingency should happen to all the Trustees at the same time and there should be three vacancies, then and in such event, a joint Meeting of the bond-holders, and stockholders shall be called - duly days previous Notice having been given by publication in a daily newspaper published in each of the Cities of New York and Chicago - at which Meeting there shall be elected three Trustees to fill such vacancies.

Every share of full paid stock then duly represented shall be entitled to one vote, and every bond to one vote for each one hundred dollars of the principal of said bonds, and the person receiving the greatest number of votes at such election, shall be declared duly elected as such Trustee, who shall thereupon acquire all the rights titles interest and authority under the trust, and be subject to all duties and responsibilities in relation & the same as fully as though they had been originally named as trustees, and had Executed this deed.

Any Trustee may resign his trust, and thereafterward be discharged from all further duty or obligation in relation tail, provided that such resignation shall not take effect until after at least Sixty days Notice, in writing shall have been given to the President or Secretary of said Rail Road Company.

And it is further provided, that a majority in interest of the holders of the bonds issued in pursuance hereof, and outstanding at any time may at all times, by an instrument in writing and under Seal, constitute and appoint any other person or persons as Trustee or Trustees, in place of one or more of the said parties of the second part or their successors; in which case this grant shall operate in favor of the person or persons so constituted and appointed, & the same Estate as this indenture operates in favor of said parties of the second part named herein. And said person or persons, thus appointed by a majority in interest of the holders of said outstanding Bonds, shall notify the party or parties of the second part hereto of his or their said appointment either personally or through the post office by letter addressed; and such person or persons thus appointed Trustee, shall thereafter possess all the powers, rights, privileges, and Estate vested by this instrument in the said party or parties of the Second part, as the case may be, and shall become his or their successor & all intents and purposes whatsoever.

The said Rail Road Company party of the first part, will, from time to time, pay said Trustees a fair Compensation for the services rendered by each, and all such costs, charges and Expenses, as they may sustain or be put to in the Execution of this trust, and keep them fully indemnified in the premises - or failing to do so, said Trustees may pay themselves out of any moneys which may come into their hands.

Any act or thing requisite by this indenture to be performed by the parties of the Second part, or their successors, shall be valid and binding if done or performed by any two of their number, Except the appointment of agents and Attorneys, & conveyance, which shall be the joint act of all the Trustees for the time being, and may be revoked at any time by any one of said Trustees.

In Witness Whereof, the parties to these presents have hereunto, and to four other original indentures of the same tenor in all respects interchangeably Set their Seals (the parties of the first part their Corporate Seal) and have signed the same, the parties of the first part by their President and Treasurer the day and year above written.

Executed and Delivered
in presence of
John Bissell
James Hinsdale

The Chicago St. Paul and Fond du Lac Rail Road Company

by W. B Ogden President

Corporate Seal

The Chicago St Paul & Fond du Lac Rail Road Company
by Charles Butler Treasurer

William A Booth
D F D Lanier Trustees
W B Ogden

State and County of New York S.S.

On this 5th day of May A D 1857.
before me, John Bissell, a resident of the city of New York and a Commissioner to take testimony, acknowledgments &c. for the States of Wisconsin Illinois, and Michigan, and a Notary public, and Commissioner of Deeds in and for the State of New York &c. duly commissioned and qualified, personally appeared, William B Ogden Charles Butler, James F. D. Lanier and William A Booth to me personally known to be the individuals described in, and who executed the foregoing instrument. And the said William B Ogden being by me duly sworn, said that he resides in the city of Chicago and State of Illinois, and that he is the President of the Chicago St Paul and Fond du Lac Rail Road Company; that the Seal affixed to the foregoing instrument is the common and corporate Seal of said Company, and was affixed thereto by their authority and that he as President and Charles Butler as Treasurer

Subscribed this seventh day of May 1857 before me. And said Charles Butler acknowledged that he executed said instrument on behalf of and as the act and deed of the said Rail Road Company, for the uses and purposes therein mentioned.

And said William A Booth, Perry F O Daniels and William B Ogden severally acknowledged that they Executed the said instrument freely, and for the purpose therein stated.

In Witness my hand and Seals of Office.

Notary Seal

Commissioner Seal

John Bigelow
Commissioner for Wisconsin Illinois and Michigan, and Notary Public
11 Wall Street

Recorded May 18th 1857 at 6 P.M.

Milwaukie and Horicon Railroad.
Trust Mortgage
Robert H Lowery of the City of New York

This Indenture made the twenty first day of April in the year of our Lord one thousand Eight Hundred and fifty seven between the Milwaukie and Horicon Rail Road Company, a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Robert H Lowery of the City of New York part of the Second part.

Whereas the parties of the first part hereunto to the laws of the Statute of said State incorporating them, and other Statutes of said State affecting them, are engaged in constructing a Rail Road from the village of Horicon in the County of Dodge State of Wisconsin to the Wisconsin River in the County of Portage in the State of Wisconsin aforesaid and for that purpose in part have resolved to raise a sum of money by loan, for purchasing and transporting iron rails and machinery thereto and for aiding the construction of said Rail Road, and in order to secure payment thereof or payment thereof, to execute within the period years certain bonds with interest warrants or Coupons annexed amounting to Six hundred thousand dollars in amount, and the total amount to be issued under this Mortgage not to Exceed Six hundred thousand dollars, said bonds to be issued in amounts of one thousand dollars each, numbered respectively from one (1) to six hundred (600) inclusive to the person or persons, lending such money or furnishing such rails or machinery and made payable in the City of New York on the first day of November in the year of our Lord One thousand Eight hundred and seventy Eight and bearing interest from their date at the rate of Eight per centum per annum payable Semi-annually on the first days of Each November and Each May ensuing the date thereof in the city of New York, until the principal shall be paid. Such Bonds to be dated on the first day of May AD 1857 and to be on an Equality so far as regards security for the payment thereof by these presents.

Each of said Bonds being authenticated by a certificate signed by said party of the Second part, and such containing a clause permitting the holder thereof to Exchange the same at par for ten shares of stock in said Rail Road Company at par convertably at any time within five years from the date thereof.

Now therefore this indenture witnesseth that the said parties of the first part in order to secure the payment of said bonds and interest and in consideration of one dollar to them paid in hand by the said party of the second part at the ensealing and delivery hereof, the receipt whereof is hereby acknowledged have granted bargained sold, transferred and conveyed, and by these presents do grant, bargain sell, transfer and convey to the said party of the second part his successor or successors in the trust hereby created, and property all the following real and personal property and Estate of the parties of the first part, that is to say, all of that part of their said Road from a point on the same in the City of Berlin in the County of Marquette which is forty two Miles (42) from the junction of the same with the LaCrosse and Milwaukie Rail Road at Horicon, following the line of said road to a point above near the Wisconsin River which shall be following the line of said Rail Road sixty miles from said point in the City of Berlin aforesaid including the right of way, and land occupied by said portion of the Milwaukie and Horicon Railroad together with the superstructure and tracks thereon and all rails and other materials used thereon, Bridges, Via-ducts culverts, fences

Equipments necessary depot grounds and buildings thereon belonging to the parties of the first part, and all rolling stock, Engines tenders, Cars, tools materials machinery fixtures, and all other personal property appertaining to said portion of the Wilmington and Hanover Rail Road and now belonging to the parties of the first part or hereafter to be acquired by them and all rights limits and interest therein to be acquired by the parties of the first part together with the name and franchise appertaining to said line of road tolls and rents and income to be had or levied therefrom and all Corporate and other franchises, rights and privileges of said parties of the first part of, in and to or concerning the same. But nothing herein shall be so construed as to prevent the parties of the first part from selling, hypothecating, or otherwise disposing of any city or County bonds, or farm Mortgages or other securities received in payment of stocks or otherwise, or of any lands or other property of the parties of the first part not necessary to be retained for the roadway, depot grounds and stations, nor required for the construction or convenient use of said road or any Wood lots; nor from collecting Moneys due the said Company on stock subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction, use and repair of the said road of any funds, all stock subscriptions, donations or loans of money lands or other property which may have been or may hereafter be made for that purpose, but the said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns.

And the said parties of the first part hereby further covenant and agree to and with the said party of the second part his successor or successors in the trust hereby created that for the further security and ultimate redemption of the said Mortgage bonds to be issued by virtue of this Mortgage they will annually on or before the last Saturday of December in each year hereafter, until the principal of said bonds is fully paid set apart and appropriate from the earnings of the said road for the preceding twelve months, and deposit with the Farmers Loan & Trust Company (a Corporation which said Farmers Loan & Trust Company is a) incorporated monetary corporation located and doing business in the City of New York, or its successor is hereby made constituted and appointed the trustee or receiver of the parties hereto and of all the holders of the Mortgage bonds to be issued by virtue of this Mortgage as aforesaid, the just and full Sum of ten Thousand Dollars which together with the accumulation of interest thereon will form a sufficient Capital to pay and discharge the entire principal of all the mortgage bonds Contemplated to be issued by virtue of the provisions of this mortgage on or before the maturity of the said bonds. The first setting apart and appropriation of said sinking fund to be made and deposited on the twenty sixth day of December next succeeding the date hereof. And the said sinking fund or several sums of money thus set apart and appropriated with all accumulations of interest shall as soon as practicable thereafter be laid out and invested by the said Farmers Loan & Trust Company or its successor in the purchase of the mortgage bonds to be issued under this Mortgage whenever the said first mortgage bonds can be purchased at or under par and the accrued interest on the same at the date of purchase. In case the securities of the company upon specified cannot be procured or purchased on the terms aforesaid then and in that case the said Farmers Loan and Trust Company or its successor shall from time to time invest the said Fund, under the advice and direction of the Board of Directors of the parties of the first part, in such securities as shall be deemed most safe and profitable for the parties of the first part. Provided however

that the parties of the first part reserve the right to deposit with the said Farmers Loan & Trust Company on or before the last Saturday of December in each year in lieu of the ten thousand dollars aforesaid, ten of the mortgage bonds of one thousand dollars each to be issued under this Mortgage with the unmatured Coupons which if deposited shall be held the same as if purchased and money deposited for that purpose. Provided further that the obligation of the parties of the first part to make such annual deposit to the said sinking fund as aforesaid shall cease and determine as soon as the fund and securities placed in the hands of the said Farmers Loan & Trust Company or its successor shall with the accumulations of interest thereon form a Capital sufficient to pay and discharge at the maturity thereof, all the outstanding non converted bonds issued hereunder. The said Farmers Loan & Trust Company or its successor shall at all times keep a proper and Correct registry and account of the said several securities and funds to be held by them as aforesaid and belonging to the said sinking fund for the inspection and Examination of the parties hereto and of any of the stock holders or bond holders of the road and shall annually hereafter during the Continuance of the said trust render to the parties hereto a written statement showing the true state and Condition of the said sinking fund(s) and when any of the aforesaid Securities of the parties of the first part shall have been purchased for the use of the sinking fund the same shall as soon as purchased be cut cancelled and retired by the said Farmers Loan & Trust Company or its successor and held and returned by them at the Expiration of their trust. The interest Coupons on said purchased bonds are however to be regularly paid to the said Farmers Loan & Trust Company or its successor by the parties of the first part in the same Manner as if held and owned by a third party for value, and in case of the resignation of the said Farmers Loan & Trust Company as such Trustee or Receiver or of its successor or otherwise the parties of the first part hereby reserve the right to appoint and revoke the aforesaid appointment of the said Farmers Loan and Trust Company or its successor and from time to time appoint and substitute as a new Trustee or Receiver any other incorporated institution located and doing business in the City of New York, fit and suitable for that purpose, and said New trustee or receiver or its successor thereof shall be vested with all the rights Estate powers and privileges hereby Conveyed or vested in the said Farmers Loan and Trust Company. And the said Farmers Loan & Trust Company or its successor shall upon request forthwith assign transfer and deliver to such substituted trustee or Receiver, all the funds property and securities belonging to the said sinking fund so deposited with and held by them as aforesaid.

The said Farmers Loan & Trust Company or its successor shall apply the funds and available securities in their hands to the payment and redemption of the said Mortgage Bonds issued hereunder at their maturity rendering the overplus, if any to the parties of the first part or their assigns. To have and to hold the said premises real and personal Estate and property, and every part and parcel thereof with the appurtenances unto the said party of the second part his successor or successors in the trust hereby Created and assigns upon the following Trusts, that is to say: In case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the said Mortgage bonds, to be issued hereunder whether the same belong to third parties or to the Sinking fund, at any time when the same shall become due and payable according to the tenor thereof when demanded, or in case the parties of the first part shall fail, neglect or refuse to set apart appropriate and deposit with the said Farmers Loan & Trust Company or its successor the several sums of money or any or either of them for the purpose of a sinking fund, at the times

and in the manner hereinbefore particularly set forth and provided, then at the Expiration of Sixty days from and after such default, failure, neglect or refusal in case such principal & interest shall not have been paid or such payment and appropriation to the sinking fund, shall not have been made upon the written request of the holders of at least One half of said Mortgage bonds or upon the request of the said Farmers Loan & Trust Company or its successor the said party of the second part his successor or successors in the trust hereby created or assigns, may Enter into and upon and take possession of all or any part of said premises real and personal Estate and property, and as the attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted have, use, and Employ the same making from time to time all needful repairs alterations and additions thereto and after deducting the Expenses of such use, repairs, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder, remaining unpaid and the said party of the second part his Successor or Successors in the trust hereby created or assigns in the written request of the holders of at least one half of the said Mortgage bonds issued hereunder and then outstanding unpaid & unconverted into stock & and not purchased and deposited for the sinking fund as aforesaid shall Grant the said premises real and personal Estate and property rights and franchises or as much thereof, as shall be necessary to pay and discharge the principal and interest of all said Mortgage bonds as may be then unpaid and unconverted and not purchased and deposited as aforesaid, to be sold at public Auction in the City of Milwaukee and State of Wisconsin aforesaid, or in the City of New York giving at least ninety days previous Notice of the time place and terms of such sale, and of the real and personal property and Estate rights and franchises to be sold by publishing the same in two newspapers of good circulation in Each of the Cities of New York and Milwaukee aforesaid and wherever else required by law and Execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of Conveyance in fee Simple for the same which shall be a bar against the parties of the first part their successors and assigns, and all parties claiming under them of all right, interest or claim of in or to said premises real and personal Estate and property, rights and franchises or any part thereof. The amount of the Bid or purchase Money on the said sale may be satisfied in whole or in part by the outstanding mortgage bonds or any part of them issued hereunder and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or Successors in the trust hereby Created or assigns according to their value to be ascertained and determined by the Bid amount arising from said sale together with the amount of available Cash effects belonging to the sinking fund as compared to the amount of outstanding unconverted and unpurchased bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the Cost and Expenses thereof, and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the bonds of the said Outstanding mortgage bonds issued hereunder and not converted nor purchased for the sinking fund nor used in payment of said bid as aforesaid and shall pay over and restore the remainder of said proceeds to the parties of the first part their successors or assigns. It being

hereby Expressly understood that in no case shall any claim or advantage of limitation of any valuation, or appraisement or extension laws, by the said parties of the first part, nor any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid And the said parties of the first part hereby Covenants for the considerations aforesaid to Execute and deliver any further reasonable and necessary Conveyance or Conveyances of the premises or any part thereof to the said party of the Second part his successor or successors in the trust hereby Created or assigns for more fully Carrying into effect the objects hereof particularly for the Conveyance of any rights interests or property subsequent to the date hereof acquired by the said parties of the first part and Comprehended or intended to be taken in the description and terms of this instrument; And the said Parties of the first part hereby further Covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of said Mortgage bonds to be issued hereunder shall be faithfully applied to the purchase and transportation of Iron Rails and Machinery and for the Construction and Extension of said road and the Expenses attending such loans and purchase, and the said Rails and Machinery so purchased shall be transported and used with due diligence in the Construction, finishing and furnishing said Rail Road.

And it is mutually agreed and these presents are upon these Express Conditions that on payment of the principal and interest of said Mortgage bonds issued hereunder or on conversion thereof into stock in manner aforesaid the Estate hereby granted to the said party of the second part his successor or successors in the trust hereby created and assigns shall be void and the rights to the premises, and real and personal Estate and property hereby Conveyed shall revert to and revest in the said parties of the first part without any acknowledgement of satisfaction reconveyance, re-entry or other act, but when the principal and interest of all the said mortgage bonds to be issued hereunder shall be fully paid and the said bonds duly Cancelled, the said party of the Second part his successor or successors in the trust hereby Created or assigns, shall upon the request of the parties of the first part or their assigns duly Execute and acknowledge payment and satisfaction of this Mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied cancelled and discharged of record. And it is also further mutually agreed that the said party of the second part, his successor or successors in the trust hereby Created or assigns, shall be accountable only for reasonable diligence in the management of the several trusts and Matters herein and hereby committed to his and their care, control and authority, and shall not be responsible for the act of any agent or attorney employed by him or them when such agent or attorney is selected with reasonable discretion, and the said party of the Second part his successor or successors in the trust hereby created shall be entitled to receive proper Compensation for any labor or service performed by him or them in the discharge of his trust, in Case he or they shall be compelled to take possession of said premises and real and personal property and estate thereof or any part thereof or to manage the same.

And it is further mutually agreed that in case of the death mental or other incapacity or resignation of the party of the Second part, all his Estate, right interest power and control in the premises shall be vested, cease and determine and the same shall from thenceforth for the purposes aforesaid be devolved upon

and vested in all and singular the trusts and duties herein before mentioned and enumerated shall be conferred upon and assumed by A. D. Soulter of the said city of New York without any other or further assurance, or conveyance of or for the same, & that in the happening of either of the above named contingencies the said Substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance as such substitute; and in case of the Non-acceptance death, mental or civil incapacity or resignation of the said A. D. Soulter after the several trusts hereby created shall have devolved on him, the said parties of the first part or in their default to take proceedings therefor for thirty days, the holders of a majority of the said outstanding Mortgage bonds & he may thereupon may apply to the supreme Court of the State of Wisconsin & appoint in his place a New trustee being a resident of the City of New York and thereupon and upon the acceptance of the trust such New Trustee shall become vested for the purposes aforesaid, with all the rights, Estate property and interest hereby Conveyed & or vested in the said party of the second part without any further assurance or Conveyance of the same or of the same shall be necessary but either of the parties hereto shall Execute and deliver any other or further release or Conveyance for that purpose, & the said that the true intent object and Meaning of this instrument may be fully and faithfully carried into effect.

In Witness whereof the said parties of the first part on the day and year aforesaid by order of the Board of Directors have hereunto caused to be affixed their Corporate Seal and these presents to be signed by their President and Countersigned by their Secretary at Milwaukee Wisconsin, and the party of the second part has also hereunto set his hand and seal accepting the trust hereby Created.

Corporate Seal

Milwaukee & Horicon Railroad Company

by D B Smith President

D A Mason Secretary

Sealed & delivered in presence of
D Bowen
H. Hazlet

State of Wisconsin } ss.
County of Milwaukee }

Be it remembered that on this 21st day of April AD 1857 personally appeared before the Within named D B Smith to me known to be the President of the Milwaukee & Horicon Rail Road Company, and the person who Executed the foregoing instrument, and who acknowledged the Execution thereof to be the free act and deed for the purposes therein mentioned of the Milwaukee and Horicon Rail Road Company.

Seal

Jasper Ulrich
Notary Public Milwaukee County

I hereby accept the Within Trust
New York May 5th 1857.
R H Lacey. Seal

Sealed & delivered in presence of
John Alex Keese
Sylvester Day

State of New York } ss.
City and County of New York }

Be it remembered that on this 7th day of May AD 1857 before me Sylvester Day a Commissioner duly appointed by the Governor of the State of Wisconsin, and authorized to take depositions acknowledgements &c to be used and recorded therein personally appeared R H Lacey, known to me to be the same person described in and who Executed the foregoing instrument and he acknowledged the Execution thereof by him signed & subscribed to be his free act and deed for the uses and purposes therein Mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at the City of New York the day and year aforesaid.

Commissioners Seal

Sylvester Day
Commissioner for the State of Wisconsin
16 Wall Street.

Recorded for record on the 22d day of May AD 1857.

Articles of agreement between the Ontonagon & State Line Rail Road Company and the Chicago St Paul & Fond du Lac R R Company.

Articles of agreement made and entered into this 27th day of March A D 1857 between the Chicago St Paul & Fond du Lac Railroad Company a corporation created and existing under the laws of the States of Illinois and Wisconsin and by consolidation with the Wisconsin and Superior Rail road Company, and the Marquette and State line Rail road Company party of the first part, and the Ontonagon & State Line Rail road Company, a corporation organized under and pursuant to the Laws of the State of Michigan party of the second part

Witnesseth. That in consideration of the mutual interests of the parties, and the mutual execution of these presents the said party of the first part, and the said party of the second part, do hereby unite consolidate, and combine, all the Stock, rights, franchises, immunities and property of the said parties respectively, and such as are or have been respectively granted by the enactments, laws & charters of the said States of Illinois, Wisconsin & Michigan & the said several corporations, into one Company & corporation to be hereafter known and designated as the Chicago St Paul and Fond du Lac Rail Road Company under and pursuant to the laws of the aforesaid State which said Company as hereby created and consolidated shall hence forth have and possess all and singular the rights, powers, franchises, immunities, privileges and property which are or have been heretofore, by the laws or enactments of said States of Illinois Wisconsin and Michigan, or by consolidation of other companies or by act of Congress, given to or conferred upon the aforesaid parties respectively

And the said party of the first part doth in consideration of the premises hereby grant, sell, convey, confirm transfer & assign unto the said consolidated Company hereby created by the name of the Chicago, St Paul, & Fond du Lac Rail Road Company all and singular the franchises, corporate privileges, rights, real Estate, rights to lands, depot grounds rights of way, roadbed, Iron Rails, choses in action, rights of action, and property of every name, nature, and description, and the same shall hereafter be held, owned and used by the said Consolidated Company as the same existed prior and up to the time of said consolidation

And the said party of the second part in consideration of the premises doth hereby, grant, bargain, sell alien, confirm convey, transfer and assign unto the said Chicago St Paul & Fond du Lac Rail Road Company as the same is hereby created and consolidated all the corporate franchises, rights privileges, real estate, lands, depots, depot grounds, rights of way, roadbeds, railroad iron, rails choses in action, rights of action and property of every name, nature and description, and especially all property, franchises, rights, and privileges, acquired or to be acquired by the party of the second part from and under An act of Congress to Lands along the line of road of said second party Grant

It is further understood and agreed by the parties hereto that the number of Directors of said Consolidated Company hereby created, shall be thirteen, unless a different number shall be duly ordered

The first election of Directors shall be held on the first Thursday of October A D 1857 and at the City of Chicago

And in the mean time and until such election shall be had the business of said Company and its affairs shall be managed and conducted by the present directors of said Companies respectively as a joint Board of Directors and the Presidents and other Officers and the Committee of the present Chicago St Paul and Fond du Lac Rail Road Company shall be and remain Presidents Officers, & Committee of the said Consolidated Company until others shall be appointed in their places and stead, and with all the powers which they have respectively heretofore possessed

All the By Laws, rules and regulations of the said Companies respectively as to remain in force & be obligatory so far as applicable upon the Consolidated Company hereby created until & thus are made

And all the agreements, obligations liabilities and prior Consolidations, of said Companies and the terms thereof so far as the same are equitably binding, or applicable & can be observed, and are hereby assumed and shall be sacredly fulfilled & Kept by the Consolidated Company hereby created and the shares of Stock of said Company shall be one dollars each, and the number of shares of Capital Stock shall be the aggregate of the Capital Stock of both Companies, and may be increased by said Company from time to time until sufficient to construct and complete said Companys entire lines of road, and branches with single or double tracks with all requisite equipments and proper facilities for business, and to an amount equal to the entire cost thereof, The Stock of the party of the first part is hereby declared to be called Stock in the Consolidated Company; and the bona fide holding of Stock in said Company are hereby declared to be Stockholders in the same manner and to the same extent in the Company hereby created

And the Stockholders of the party of the second part are hereby authorized on surrendering their receipts or certificates of part paid Stock to receive therefor like certificates in the Consolidated Company, conferring upon them in said Company, the same privileges of paying up and taking full stock, as they are now entitled to from the party of the second part.

And parties holding certificates of full paid stock if any such, shall be entitled to like certificates therefor in the Company hereby created,

The Seal of the Consolidated Company hereby created shall be the seal now used by the party of the first part hereto

In testimony whereof the Presidents and Secretary of the Chicago St Paul & Fond du Lac Rail Road Company of the first part and the of Presidents and Secretary of the Ontonagon & State line Rail Road Company of the second part, all duly authorized, have hereunto respectively set their hands and affixed the Corporation Seals of said Companies respectively the day and year above written

Seal

The Chicago St Paul & Fond du Lac Rail Road Company
Attest D W Cooke Secretary by W B Ogden Pres

Seal

The Ontonagon & State Line Rail road Company
A K Wheeler Secretary pro tem by E C Roberts Pres

Certificate of Consolidation between the Chicago St Paul and Fond du Lac Rail Road Company and The Wisconsin and Superior Rail Road Company

I, Joseph H Currier, Secretary of the Chicago St Paul and Fond du Lac Rail Road Company hereby certify that the Stockholders Repesenting a majority of the Capitol Stock of said Company, have consented to the Articles of Consolidation hereto annexed, made and entered into by and between said Chicago St Paul and Fond du Lac Rail Road Company party of the first part and the Wisconsin and Superior Rail Road Company of the second part, dated on the fifth day of March 1857.

Witness my hand and the Corporate Seal of said Chicago St Paul and Fond du Lac Rail Road Company this 28 day of May A D 1857

(Seal)

J H Currier Secretary

Mortgage.

Milwaukee and Beloit Rail Road Co

to

Farmers Loan and Trust Company of New York City.

This Indenture made this Eighth day of May in the year One Thousand Eight Hundred and fifty seven, between the Milwaukee and Beloit Rail Road Company, a Corporation duly constituted by the Laws of the State of Wisconsin party of the first part, and the Farmers Loan and Trust Company of the City of New York, in the State of New York party of the second part

Witnesseth, That whereas the said party of the first part for the purpose of providing funds to complete the Construction and Equipment of their Rail Road from the City of Milwaukee to the Village of Delavan in the County of Walworth and State of Wisconsin, deem it advisable to make and issue for the purposes above named their Bonds to an amount not exceeding the Sum of Six Hundred and Thirty Thousand Dollars ($630.000) to be secured by a first mortgage on the whole line of their Road from the City of Milwaukee to the Village of Delavan, which mortgage is to be for the sum of Ten Thousand 10000 Dollars per mile on the first twenty (20) miles, Commencing at the City of Milwaukee (a second mortgage of Five Thousand 5000 Dollars per mile having been executed to the City of Milwaukee, subject to a first mortgage of Ten Thousand 10,000 Dollars per mile on said first twenty miles to secure the payment of One Hundred Thousand 100.000 Dollars of the Bonds of the City, issued to aid in the construction of said road) and for the sum of Four Hundred and Thirty Thousand $430.000 Dollars on the remainder of their said Road being Twenty nine (29) miles, Which first and second mortgages amount in the aggregate to Seven Hundred and Thirty Thousand $730.000 Dollars, and on the only mortgage to be executed on said Rail Road. Said Bonds are to be for the sum of One Thousand (1000) Dollars each, and numbered from Number One (1) to number Six hundred and thirty (630) both inclusive, and are to be Signed by the President and Secretary, and Sealed with the Corporate Seal of said Company and the Coupons thereto subjoined are to be Signed by said Company's Assistant Secretary. Said Bonds are to be in the following form to wit

United States of America
State of Wisconsin

No. $1000.

Milwaukee and Beloit Rail Road Company
Mortgage and Convertible Bond

Secured on all their Road Property and fixtures lying and employed between the City and County of Milwaukee and the Village of Delavan in the County of Walworth, and State of Wisconsin, and by a sinking fund irrevocably pledged.

Know all men by these presents That the Milwaukee and Beloit Rail Road Company is indebted to Martin B. Medbery or bearer in the sum of One Thousand Dollars lawful money of the United States of America, which the said Company promise and agree to pay the said Martin B Medbery or bearer on the first day of July A D One thousand Eight

Hundred and Eighty Two (1862) at the office of the Farmers Loan and Trust Company in the City of Georgia, with interest thereon at the rate of Eight per centum per annum payable semi annually at the same place on the first day of January and July respectively in each year, on the surrender of the annexed Coupons as they severally become due.

And the said Rail Road Company also agrees to transfer to the holder hereof on the first day of January, and the first day of July in each and every year within five years from the date hereof, when the holder elects to receive the same on the delivery of this obligation, and the unpaid Coupons hereto annexed to the Treasurer or Treasurer of said Company. Ten Shares of One Hundred Dollars each in the Capital Stock of said Company in exchange and satisfaction of this obligation. This bond is one of a series of Six hundred and thirty of the same amount, tenor and date, executed and issued in conformity with an Act of the Legislature of the State of Wisconsin passed, and put in force the tenth day of October A.D. One thousand Eight hundred and fifty Six (1856) and in pursuance of Resolutions passed by the board of Directors of the said Company on the Eighth day of May 1862 authorizing bonds to be issued amounting in the aggregate to Six Hundred and thirty thousand 630,000 Dollars.

And the holder hereof is entitled to the security derived from a mortgage bearing date the Eighth day of May A.D. One thousand Eight hundred and fifty Seven, and duly recorded in the office of the Secretary of State of the State of Wisconsin, in accordance with said Legislation Act upon the said Companys line of Road from the City and County of Milwaukie to the Village of Delavan in the County of Walworth and State of Wisconsin including Depot Grounds, Depots, Machinery Rolling Stock and fixtures and all the rights priviledges and appurtenances thereto pertaining, executed and delivered to the said Farmers Loan and Trust Company in trust to secure the payment of the principal and interest of said Bonds. The holder hereof is also entitled to the security derived from a sinking fund set apart annually to commence five years from date by said resolutions which are made irrevocable and more fully provided for in said mortgage which fund is sufficient to pay off and maturity the whole of the debt secured by said Mortgage.

In testimony whereof the said Company have hereunto caused to be affixed their Corporate Seal, and these presents to be Subscribed by their President and countersigned by their Secretary at Milwaukie in the State of Wisconsin by order of the Board of Directors this Eighth day of May A.D. One thousand Eight hundred and fifty Seven.

Signed, Horatio Hee President

Signed A.O. Babcock Secretary

30 Coupons annexed

Now This Indenture further witnesseth that the said party of the first part in Consideration of the premises, and of the sum of One Dollar to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, and in order to secure the payment of the Bonds so to be issued

as herein above described and, defined amounting in the aggregate to Six Hundred and Thirty thousand 630,000 Dollars, together with the interest thereon, as the same shall from time to time fall due, have granted, bargained, sold transferred and conveyed, and by these presents do grant bargain, sell transfer, and convey to the said party of the second part all their said Road from its termination in the City of Milwaukie to the Village of Delavan in the County of Walworth, being forty nine miles in distance, being constructed and to be constructed, together with all rights of way, Depot grounds, Railways, Rails, Bridges, Superstructures, Fences, Station Stations Houses and other buildings and all the lands and hereditaments by the party of the first part connected with their said line of Railway or relating thereto which they obtained under the rights and privileges of their Charter, or conveyed to them by deed (and also all the tolls, incomes, rents issues, and profits, and corporate or other franchises of them the said party of the first part connected with their said line of Railway or relating thereto, which they obtained under the rights and privileges of their Charter & conveyed to them by Deed, and also all the tolls, incomes, rents, issues and profits, and corporate or other franchises of them the said party of the first part connected with their said line of Railway or relating thereto, and also all the locomotive Engines, Tenders, Cars of every kind, Machinery, Machine Shops Tools, and implements Wood, and property connected with the proper equipment, Working, operating and conducting of said Road now owned or hereafter to be acquired by the party of the first part for or appurtenant to the aforesaid line of Road, including Station of Wood now owned by them or thereafter, all which personal Chattels are hereby declared to be fixtures and appurtenances, and are to be used and sold therewith and not separated therefrom, and are to be taken as a part thereof, it being understood that the security and lien created by this indenture is to be in the following proportions, that is to say, on the first Twenty Miles of said Road being from the City of Milwaukie to the Town of Vernon in the County of Waukesha for Ten thousand Dollars per mile amounting to One Hundred thousand Dollars, and for the remaining Twenty nine miles for the sum of One hundred and Thirty thousand Dollars (being nearly fifteen thousand Dollars per mile) But nothing herein contained shall be so construed as to prevent the party of the first part from selling or otherwise disposing of any City County or Town Bonds, or mortgages, Stocks or other securities, issued to aid in the Construction of said road, or in payment or security for Stock or otherwise nor from collecting and appropriating towards the construction use and repairs of said Road, all stock subscriptions, donations, or loans of money Lands or other property which may have been made or hereafter be made for that purpose, or shall this mortgage be construed to include any lands or other property of the party of the first part not needed for their Road or Roadway, or for their Depot, or Station grounds and not required for the construction, Operation, maintenance or Convenience of the same, and which the said party of the first part may deem it for the interest of said Company to sell or dispose of, Provided, however that the proceeds of the sale lease, or disposition of such lands and property shall be faithfully applied to the payment of the debts of said Company or be used in the construction and Equipment of said Company's Roads, and the said party of the first part further covenants and agrees with the said party of the second part their Successors in the trust hereby created that for the further security and ultimate redemption of said Mortgage Bonds they will annually on or before the first day of July Commencing with the first day of July A.D. 1862 until the principal of said Bonds is fully paid set apart and appropriate from the earnings of said Road for the preceding

ten be months, and deposit with the aforesaid Trustee or their successors the just and full sum of Five per cent on all outstanding Bonds secured by this mortgage which percentage or sum with the accumulations of interest thereon will amount to a sum sufficient to redeem all said Mortgage Bonds at maturity, said Sinking fund or Sum so set apart annually with the accumulations of interest thereon shall as soon as practicable thereafter be invested by said Trustee in the purchase of said Bonds, whenever the same can be purchased at or below par but whenever they cannot be so purchased & then the said Sinking fund shall be invested in such other securities as shall seem to the party of the second part (under the advice and direction of the party of the first part) a beneficial investment of said funds for the purposes hereof so that the same shall be at all times readily convertible into money for the purchase of said Bonds, said Bonds whenever so purchased for the use of the Sinking fund shall be cut and cancelled by said Trustee or their successors, and be retained by said Trustee as vouchers until the final settlement of their trust account, but the interest warrants or Coupons attached to the Bonds so cancelled shall be held by said Trustee, and be by said Trustee collected as they severally become due for the benefit of the Sinking fund aforesaid, Said Trustee or their successors shall at all times keep a correct account and registry of said securities and funds held by them as aforesaid and belonging to the Sinking fund for the inspection of the parties hereto, and of the Stockholders and bond holders of the road, At the maturity of said Bonds said Trustee and their successors shall apply the funds and securities then in their hands to the full and perfect redemption of said bonds and render the overplus if any to the party of the first part or their assigns

To Have and to hold the said granted premises and every part thereof unto the said party of the second part and their successors, in the trust on the terms, and for the purposes following that is to say, In case the party of the first part shall fail to pay the principal or any part thereof or any of the interest of any of said Bonds, at any time when the same may become due and payable according to the tenor thereof, when demanded or shall fail to set apart and deposit with the said party of the second part or their successors, the several sums of money or instalments for the purposes of the sinking fund at the time and in the manner herein before particularly set forth, then after Sixty days, after such default in case such principal or interest shall then remain unpaid, or such payment or appropriation to the sinking fund shall not have been made the said party of the second part or their successors may and shall on the written request of the holders of at least one half of the Bonds then unpaid and unconverted into Stock, and not purchased and deposited for the Sinking fund, as aforesaid, cause the said premises property and effects, hereby mortgaged or intended so to be, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such bonds as may then be unpaid and unconverted, and not purchased and deposited as aforesaid, to be sold at public Auction in the City of Milwaukie in the State of Wisconsin or in the City of New York giving at least forty days notice of the time place and terms of such sale and of the specific property to be sold by publishing the same in two newspapers of good circulation in each of the cities aforesaid, and wherever else required by law, and upon the purchaser or purchasers thereof a good and sufficient deed of Conveyance in fee simple of said premises, and such other instruments as may be necessary or proper for

for the property or effects so sold, which shall be a bar against the said party of the first part, and all persons claiming under them of all right, interest, or claim in or to said premises property or effects or any part thereof

And the said trustee shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds and shall render the residue thereof to the said party of the first part their successors or assigns, It being expressly understood that in no case shall any claim or advantage by relation of any valuation, appraisement or extension laws by the said party of the first part nor any injunction or Stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid,

And the said party of the first part hereby Covenants for the consideration aforesaid to execute and deliver any further reasonable and necessary Conveyance of the premises property, or effects hereby mortgaged or intended so to be, or any part thereof, to the party the second part their successors or assigns for more fully carrying into effect the objects hereof, Particularly for the conveyance of any property or effects subsequently to the date hereof acquired by said party of the first part and herein intended to be mortgaged as herein before expressed.

And the said party of the first part hereby further Covenants as aforesaid that the money borrowed for the purposes aforesaid upon the security of said Bonds shall be faithfully applied to the purchase and transportation of Iron Rails, and Machinery and for the Construction of said Road, and the expenses attending such loan and purchase, and that said Rails and Machinery so purchased shall be transported and used with due diligence, in the construction, finishing, and furnishing of said Rail Road.

And it is hereby mutually agreed that these presents are upon this express condition, that on payment of principal and interest of said bonds, at the time therein specified for the payment thereof or the conversion thereof into Stock, in manner aforesaid, the estate hereby granted to the said party of the second part shall be void and the rights to the premises, property and effects hereby Conveyed or granted shall revert & and recert in the said party of the first part without any acknowledgement of Satisfaction, Reconveyance, Re entry, or other act,

And it is further mutually agreed that the said party of the second part their successors or assigns shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the act of any agent employed by them, when such agent is selected with reasonable discretion, and that said party of the second part their successors in said trust or assigns shall be entitled to receive a proper compensation for any labor or Service performed by them in the discharge of this trust in case they shall be compelled to take possession of said premises or any part thereof or manage the same

In Witness whereof the said party of the first part on the day and year aforesaid has hereunto Caused to be affixed their Corporate seal, And these presents to be signed by their President and Countersigned by their

Secretary at Milwaukie, Wisconsin and the said party of the second part has hereunto affixed their Corporate Seal and caused their President to sign the same

Horatio Hill President

Seal

A O Babcock, Secretary

R H Ennis
Levi Hubbell } Witness

State of Wisconsin
Milwaukie County } ss.

Be it remembered that on the Twenty Second day of May A D 1857 personally came before me the above named Horatio Hill and A O Babcock to me known to be the President and Secretary of the Milwaukie & Beloit Rail Road Company and the persons who executed the foregoing instrument, and who acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned of said Milwaukie and Beloit Rail Road Company

Robert H Ennis
Notary Public
Milwaukie County,
Wisconsin

Seal

D D Williamson
Presdt
Farmers Loan & Trust Co

Seal

State of New York
New York City & County } ss.

Be it remembered that on the twenty sixth day of May A D 1857 personally came before me the above named D D Williamson to me personally known to be the President of the Farmers Loan and Trust Company, and the person who executed the foregoing instrument and who acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned of said Farmers Loan and Trust Company

Given under my hand and official seal the day and year above written

Joseph Laurence
Commissioner of Deeds for the State of Wisconsin
in and for the State of New York
by Wall Street
New York

Recorded June 3 at 8 o'clock P M

√

Milwaukie & Beloit Rail Road Company

Mortgage to the Farmers Loan & Trust Company of the City of New York Dated for $320 000 dated 1st January 1857

The Farmers Loan & Trust Company of the City of New York do hereby certify that a certain mortgage made by the Milwaukie & Beloit Rail Road Company in the State of Wisconsin bearing date the first day of January 1857 by the said Company as Trustee for the purpose of securing the payment of Three Hundred and twenty Bonds of One Thousand Dollars each, made by the said Rail Road Company, and described in said Mortgage is satisfied and discharged, by the surrender and cancellation and destruction of said Bonds in said mortgage described. Which mortgage was recorded in the office of the Secretary of State of the State of Wisconsin in Book R of Rail Road Mortgages Pages 85. 89. 90. 91 January 12th 1857 at 8 o'clock P.M.

In witness whereof the said Farmers Loan and Trust Company have caused their Corporate Seal to be hereunto affixed, attested by the President & Secretary this nineteenth day of May in the year 1857

Seal

Farmers Loan and Trust Co
Trustees, Ny.
D D Williamson
Presdt

State of New York
New York City & County } ss.

Be it remembered that on the twenty seventh day of May A D 1857 before me Joseph Laurence, Commissioner in and for the State of New York duly appointed and commissioned by the Governor of the State of Wisconsin to take the acknowledgements and proof of deeds and other instruments of writing under seal to be used & recorded in said State of Wisconsin personally came D D Williamson, President of the Farmers Loan & Trust Company to me personally known to be the person described in and who executed the within Instrument who being by me duly sworn did depose and say that he resides in the City of New York that he resides in the City of New York, that he is the President of the Farmers Loan & Trust Company that he knows the Corporate Seal of said Company that the seal affixed to the within instrument is such Corporate seal and was duly affixed by the authority of the Board of Trustees of said Company and that he signed his name to the same as President of said Company by like authority and that he had executed the same as the act and deed of the said Farmers Loan and Trust Company for the purposes therein mentioned

Seal

Given under my hand and official seal the day and year above written

Joseph Laurence
Com'r of Deeds for the State of Wisconsin
and for the State of New York

Mineral Point Rail Road Company

and

David R Martin and Lucien D Coman

This Indenture made the Sixth day of June in the year One Thousand Eight hundred and fifty Seven Between the Mineral Point Rail Road Company a Corporation created under and by virtue of an Act of the Legislature of the State of Wisconsin, of the first part, and David R Martin and Lucien D Coman of the City of New York parties of the second part, Witnesseth, Whereas by a certain indenture of Mortgage duly made, executed and delivered by said party of the first part hereto, bearing date the first day of January One Thousand eight hundred and fifty Six, recorded on the Eighteenth day of April A D 1856 in the office of Register of Deeds of Iowa County, Wisconsin in Volume 6 of Mortgages, on pages 320 & 6- also on the Twenty first day of April 1856 in the Register's office of La Fayette County in said State in volume 5 of Mortages on pages 223 & 6, and on the Twenty fifth day of April A D 1856 in the office of the Clerk of the Circuit Court in and for Jo Daviess County in the State of Illinois in Book "I" of Mortgages Pages 538 & 6, the said party of the first part did, for the purpose of securing the payment of the bonds mentioned in said Indenture, grant, bargain, sell, transfer and convey to the said parties of the second part their successors or successors, in the trust thereby created the Railroad of said Company constructed and to be constructed from the village of Mineral Points in said State of Wisconsin to the village of Warren in said State of Illinois, together with all and singular the property, real and personal, tolls, income, issues, profits, rights and franchises pertaining to said Railroad in said indenture of Mortgage mentioned & referred to - it being however declared that nothing therein contained should be so construed as to prevent said party of the first part from selling, hypothecating or otherwise disposing of County or Town Bonds, or other securities received in payment of Stock or otherwise, or any lands or other property of said Company not necessary to be retained for the Roadways, depots, and stations now required for the construction or convenient use of their Railroad, nor from collecting moneys due said Company on Stock Subscription or otherwise nor to prevent the said party of the first part from collecting and appropriating moneys the construction, use and repair of their said road, To have and to hold the said premises and every part thereof, with the appurtenances, unto the said parties of the second part their successors in said trust and assigns, upon the trusts in said Indenture of Mortgage declared, as by reference thereto, and to the aforesaid records thereof, will more fully and at large appear, and to which reference is here made for certainty, as to all the trusts and provisions of said Indenture.

And Whereas the said party of the first part did by said Indenture of Mortgage covenant for the consideration therein mentioned therein to execute and deliver any further, reasonable and necessary Conveyance of the premises, therein described or any part thereof, to the said parties of the second part, their successors in said trust, and assigns, for more fully carrying into Effect the objects of said Indenture, particularly for the conveying of any property subsequently to the date thereof, acquired by the said party of the first part, and comprehended in the description contained in said premises.

And Whereas, since the execution and delivery of said Indenture of Mortgage the said party of the first part has been engaged in the construction and equipment of said Railroad, in erecting its buildings and fixtures, and supplying materials and machinery for said road, and has purchased and now is the owner & has of three locomotives called the "John C Fremont" the "Mineral Point" and the "Warren" and also three Passenger Cars, and forty freight Cars used upon said Railroad Now this Indenture witnesseth, that in compliance with said Covenant for further assurance and in pursuance of a resolution of the Board of Directors of said party of the first part passed the Sixth day of June A D 1857 authorizing the execution and delivery of these presents, and also in consideration of the sum of One Dollar paid by said parties of the second part to said party of the first part, before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said party of the first part Doth, Granted, bargained, Sold, transferred, quit claimed and conveyed, and by these presents, Doth grant, bargain sell, transfer, release, quit claim, convey and confirm, to said parties of the second part, Trustees in said Indenture of Mortgage, and to the survivor of them his successor and successors in said trust, all and singular the aforesaid property, tolls, income, issues, profits, rights, credits, and franchises, in said Indenture of Mortgage mentioned or referred to, also, the Locomotives, Passenger Cars, and freight Cars, hereinbefore mentioned and particularly all the property acquired by said party of the first part subsequent to the date of said Indenture of Mortgage and comprehended in the description contained therein, To Have and to Hold, all and singular the said premises and every part thereof with the appurtenances, unto said parties of the second part and to the survivor of them his successor and successors in said Trust and assigns upon the Trusts created and declared in and by said Indenture of Mortgage, and especially for the benefit and security of the Holders of the bonds therein mentioned.

And it is further intended and declared by said parties to these presents that the declaration in said Indenture of Mortgage quoted in the above recital does not express their true intent and meaning, but that it was the design and intent of said parties in executing said Indenture, that said party of the first part should not, and it is hereby declared and agreed, that said party of the first part shall not be permitted to sell, hypothecate or dispose of any part of the property or effects mentioned in said Indenture of Mortgage except upon the condition that said Company shall diligently proceed to collect and apply all means that may be acquired by such sale, hypothecation or disposition to the construction and equipment or repair and improvements of its said Railroad, and provided also, that no default shall be made in the payment of the interest or principal of any of the bonds in said Indenture of Mortgage described, and that said Indenture of Mortgage shall be so read and construed.

And it is further intended, declared and agreed by and between said parties hereto, that nothing in said Indenture of Mortgage contained shall be so construed as to prevent said parties of the second part, their successors, in said trust or assigns from entering into and taking possession of said Mortgaged premises and the proceeds thereof immediately after said party of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of said bonds at any time when the same may become due and payable according to the tenor thereof when demanded - and from selling said Mortgaged premises, or as much thereof as shall be necessary to discharge the principal and interest of said bonds in arrear, whenever required by the holders thereof as provided in said indenture of Mortgage

And it is further mutually agreed, That whenever said mortgaged premises shall be sold for the payment of the principal or interest of said bonds or of any part of either, that such parts of said premises as are or may be within the State of Wisconsin and Illinois, shall be sold at such time and place and in such manner as shall be authorized by the laws of said States respectively, any thing in said Indenture of Mortgage contained to the contrary notwithstanding and upon the sale of said premises or any part thereof, pursuant to either of the trusts contained in said Indenture of Mortgage, that said parties of the second part and the survivor of them, his successor and successors in said trust on receiving the written request of the holders of a majority in amount of said unpaid and uncancelled bonds, are and each of them is hereby fully authorized and empowered to purchase said premises for the amount of all the holders of said bonds then unpaid and uncancelled into stock for any price or sum at which the same may be struck off, not exceeding the full amount that may then be owing upon said unpaid and uncancelled bonds, with interest thereon, and the costs and expences of the foreclosure of said Mortgage, and the sale of said premises, and to take a conveyance thereof and hold the same upon such trust, for the benefit of all the holders of said unpaid and uncancelled bonds as may be authorized by law.

And it is hereby further declared that the relative interest of the several bond holders in said premises when purchased shall be in the proportion of the amount due or owning upon said bonds to each holder thereof respectively.

And the said party of the first part doth covenant and agree with said parties of the second part and the survivor of them his successor or successors in the trust for the consideration hereafter herein, and in said Indenture of Mortgage mentioned, acknowledge and deliver all and every such further, deeds conveyances, and assurances in the law for the further and more effectual conveying and assuring all and singular the premises hereinbefore mentioned to said parties of the second part, and the survivor of them his successor and successors, in said trust and assigns, and more perfectly to carry into effect the object of said Indenture of Mortgage, and particularly for the conveyance of any and all property that may be acquired by said party of the first part, subsequent to the date hereof, and comprehended in the description of the premises contained in said indenture of Mortgage, as by said parties of the second part, or the survivor of them, his successor or successors or the counsel of them, or either of them shall be reasonably devised advised, or required.

In witness whereof the said party of the first part hath caused these presents to be subscribed into corporate name by its Presidents and its Corporate Seal to be hereunto affixed the day and year first above written; and the said parties of the second part for the purpose of signifying their acceptance hereof have also set their hands and affixed their seals hereto

Parley Eaton President
Mineral Point Rail Road Co

Sealed and delivered
in the presence of
I S Bunfort
M Corrin

L.S.

Attest
William J Kenny Secretary
Mil Point Rail road Co

State of Wisconsin
County of Iowa } ss.

I Merrit Corrin Clerk of the Circuit Court within and for the County of Iowa do hereby certify, that on this day the 6th of June A D 1857 personally appeared before me Parley Eaton, President of the Mineral Point Rail Road Company to me known to be the person who executed the foregoing deed or instrument and acknowledged that as such President he executed said instrument for the uses and purposes therein mentioned And I further certify that the said instrument is executed in conformity with the laws of this State

In testimony whereof I have hereunto set my hand and affixed the Seal of the State said Court at my office in the City of Mineral Point in the County aforesaid the day and year first herein written

M Corrin, Clerk.

At a meeting of the Board of Directors of the Mineral Point Rail Road Company duly convened at Mineral Point in the State of Wisconsin on the 6th day of June One thousand eight hundred and fifty seven, at which meeting were present, Parley Eaton, President, John Barton Murry Root Thomas Vivian, George W Cobb, and James Noble Directors, constituting a majority of all the Directors of said Company, the following resolutions were unanimously adopted

Resolved

That the said Mineral Point Rail Road Company does by this Resolution of its Board of Directors, accept the provisions of an Act of the Legislature of said State of Wisconsin entitled "An Act concerning Rail Roads" approved October 30th 1856, and published on the 12th day of November 1856. Also resolved,

That a copy of the above resolution under the Certificate of the Secretary of said Company with the Corporate Seal thereto attached, be filed in the office of the Secretary of State of said State of Wisconsin

State of Wisconsin
County of Iowa } ss.

I William J Kenny, Secretary of the Mineral Point Rail Road Company, do hereby certify that the within, is a true and correct copies of resolutions of the Board of Directors of said Company passed at a special meeting of said Board, held at their office in Mineral Point on the 6th day of June 1857. as the same still appears of record in my office

In witness whereof I have hereunto signed my name & affixed the Corporate Seal of said Company at their office in Mineral Point Wis this 6th day of June A D 1857

William J Kenny Secretary
Mine Point R R Company

Recorded June 8th at 8.30 A m

Wisconsin & Superior Rail Road Company
and
Chicago St Paul & Fond du Lac Rail Road Company
Consolidation

Articles of consolidation made this fifth day of March in the year 1857 by and between the Chicago St Paul & Fond du Lac Rail Road Company a Corporation for Rail Road purposes, created and existing under and by virtue of the laws of the State of Illinois and Wisconsin and by virtue of the Consolidation Articles hereto made pursuant to Law, between the Illinois and Wisconsin Rail Road Company of said State of Illinois, and the Rock River Valley Union Rail Road Company of the State of Wisconsin party of the first part and the Wisconsin and Superior Rail Road Company party of the second part witnesseth.

Whereas The Board of Directors of said party of the first part did at a meeting duly held in the City of Chicago on the fifth day of March 1857 adopt a resolution of which the following is a copy

Resolved

That this Company will Consolidate, and does hereby agree to consolidate its Capital Stock and Corporate Right property and franchises with the Capital Stock Corporate rights, property and franchises, of the Wisconsin & Superior Rail Road Company with its branch or branches, a Corporation created by the laws of the State of Wisconsin and it is hereby declared that the said Companies will be consolidated into one Corporation and Company under the Corporate name of the Chicago St Paul & Fond du Lac Rail Road Company, upon the following terms and conditions agreed upon by the Board of Directors of said Companies respectively to wit.

The fully paid Stock of both Companies respectively shall be both taken and be deemed to be equal in value the one with the other, and the part paid Stock and Subscriptions thereto shall be and are hereby taken and deemed in both Companies respectively to be of equal value in proportion to the amount paid, the one with the other and are hereby placed upon a par dollar for dollar. Each and every obligation and liability assumed and agreed to either by " The Chicago St Paul & Fond du Lac Rail Road Company or the Wisconsin & Superior Rail Road Company shall be sacredly discharged fulfilled, and observed by the Consolidated Company hereby created, and each and every of the acts, assumptions, proceedings, resolutions, and doings of the respective Boards of Directors of said two Companies, and of their authorized agents, Officers and Committees shall be and the same are hereby ratified, Confirmed and made valid, and shall be observed by the Consolidated Company hereby created.

In every other respect except as herein specified the terms and conditions of this Consolidation are to be those of perfect equality, and according to and in pursuance of the requirements and specifications, contained in the laws of the States of Wisconsin & Illinois

The number of Directors of the Consolidated Company to be elected is to be fixed by the joint board of Directors after Consolidation and the first election of such Directors shall be held on the first Tuesday of October 1857. But until a new Board of Directors shall have been so elected the business of said Consolidated Company shall be conducted managed and carried on by the two Boards of Directors of said Company jointly acting as the Board of Directors

of said Consolidated Company. A Director in both boards to have two votes in said joint board. The Corporate Seal is to be that of the Chicago St Paul & Fond du Lac Rail Road Company until otherwise ordered."

And when the Wisconsin and Superior Rail Road Company shall have passed a resolution similar to the above then the President of this Company is hereby authorized to execute an instrument in writing agreeing with the Wisconsin & Superior Rail Road Company, to the foregoing in substance as Articles of Consolidation. The Consolidation to be in full force and effect when said Articles of Consolidation are so executed.

And whereas the Board of Directors of said party of the second part did at a meeting duly held in the City of Chicago on the fifth day of March 1857 adopt a resolution of which the following is a Copy"

Resolved

That this Company will Consolidate and does hereby agree to consolidate its Capital Stock and Corporate Rights Property and franchises with the Capital Stock, Corporate rights Property, and franchises of the Chicago St Paul & Fond du Lac Rail Road Company a corporation created by the Laws of the States of Wisconsin and Illinois and it is hereby declared that said Companies will be Consolidated into one Corporation and Company under the Corporate name of" The Chicago St Paul & Fond du Lac Rail Road Company" upon the following terms and conditions agreed upon by the Board of Directors of said Companies respectively to wit;

The fully paid Stock of both Companies respectively shall be both taken and deemed to be equal in value the one with the other and the part paid Stock and subscriptions thereto shall be and are hereby taken and deemed in both Companies respectively to be of Equal value in proportion to the amount paid the one with the other, and are hereby placed upon a par dollar for dollar."

Each and every obligation and liability assumed and agreed to either by the Chicago St Paul & Fond du Lac Rail Road Company or the Wisconsin & Superior Rail Road Company shall be sacredly discharged fulfilled and observed by the Consolidated Company hereby created, and each and every of the acts, assumptions, proceedings, resolutions, and doings of the respective Boards of Directors of said two Companies and of their authorized agents Officers and Committees shall be and the same are hereby ratified, Confirmed and made valid, and shall be observed by the Consolidated Company hereby created."

In every other respect except as herein specified the terms and conditions of this Consolidation are to be those of perfect equality and according to and in pursuance of the requirements and specifications contained in the laws of the States of Wisconsin and Illinois

The number of Directors of the Consolidated Company to be elected is to be fixed by the joint boards of Directors after Consolidation, and the first election of such directors shall be held on the first Tuesday of October 1857. But until a new Board of Directors shall have been so elected the business of said Consolidated Company shall be conducted managed and carried on by the two Boards of Directors of said Companies jointly acting as the Board of Directors of said Consolidated Company. A director in both Boards to have two votes in said joint boards. The Corporate Seal is to be that of the Chicago St Paul and Fond du Lac Rail Road Company until otherwise ordered.

And when the Chicago St paul & Fond du Lac Rail Road Company shall have passed a resolution similar

to the above then the Vice President of this Company is hereby authorized to execute an instrument in writing agreeing with the Chicago St Paul and Fond du Lac Rail Road Company to the foregoing in substance as articles of Consolidation.

The Consolidation to be of full force and effect when said articles of Consolidation are so executed.

Now therefore in conformity with the foregoing Resolutions the said Chicago St Paul & Fond du Lac Rail Road Company party of the first part, and the said Wisconsin & Superior Rail Road Company party of the second part, doth hereby combine and consolidate the said two Companies with their and each of their Capital Stock, franchises, property and rights of every name and nature into one Company and corporation to be called and known by the Corporate name and style of the Chicago St Paul and Fond du Lac Rail Road Company" which said Consolidated Company shall from henceforth have and possess all the rights franchises powers, and immunities which are or have been granted to or conferred upon either of said parties hereto by the laws and enactments of said State of Illinois and Wisconsin respectively

And the said party of the first part doth hereby grant, convey assign, set over & and vest in said Consolidated Company from the prosperity of such Consolidation, all the rights privileges immunities, franchises powers, Capital Stock, and all the lands and rights to lands and property real personal and mixed and all actions and rights of action of every name and nature now held, owned or controlled by said party of the first part, or in or to which said party of the first part hath any right title interest or claim either in Law or Equity

And said party of the second part for the purposes of such Consolidation doth hereby grant convey transfer, assign set over & and vest in said Consolidated Company all the rights privileges, immunities powers franchises, Capital Stock, and all the lands and rights to lands by through or under any and all laws and enactments which have been or may hereafter be passed by Congress or the Legislature of said State of Wisconsin, and all property, real, personal and mixed, and all actions and rights of action of every name and nature now held owned or controlled by said party of the second part or in or to which said second party have any right, title, or interest either in law or equity

In testimony whereof the President and Assistant Secretary of the said party of the first part, and the Vice President and Secretary of the said party of the second part, have hereunto set their hands and affixed the seals of the said Companies respectively the day and year first above written

The Chicago St Paul and Fond du Lac Rail Road Company by W B. Ogden President

Attest D. B. Redfield, Assistant Secretary

The Wisconsin & Superior Rail Road Company by N K White Vice president

attest D. B Bigelow Secretary

We certify that the Chicago St Paul & Fond du Lac Rail Road Company and the Wisconsin and Superior Rail Road Company have been consolidated together into one Company and Corporation under the Corporate name of "The Chicago St Paul and Fond du Lac Rail Road Company" pursuant to the laws of the States of Illinois and Wisconsin and that the foregoing are the articles of said Consolidation

W B. Ogden, President of the Chicago St Paul and Fond Du Lac Rail Road Company and of the Wisconsin and Superior Rail Road Company

N K White, Vice President of the Wisconsin and Superior Rail Road Company

I D. B. Bigelow, Secretary of said Wisconsin and Superior Rail Road Company hereby certify that the stockholders representing a majority of the Capital Stock of said Company have assented to the foregoing articles of Consolidation

Witness my hand and the seal of said Wisconsin and Superior Rail Road Company this ninth day of April A D 1859

D. B Bigelow Secretary.

Filed 15th April 1859 & recorded June 8th.

Office of the Wisconsin Central Rail Road Company

Elkhorn March 17th 1857

To the Secretary of the State of Wisconsin

Sir

At a meeting of the Board of Directors of the Wisconsin Central Rail Road Company held at the office of the Company in Elkhorn, Wisconsin on the Seventeenth day of March A D 1857. the following Resolution was adopted —

Resolved, That the following amendment to the Charter of this Company be and the same is hereby accepted as a part of the Charter of the Wisconsin Central Rail Road Company, and the Secretary be directed to notify the Secretary of State of said acceptance. —

An Act to amend an Act entitled "An act to incorporate the Wisconsin Central Rail Road Company". Approved March 4th A D 1853

The people of the State of Wisconsin represented in Senate and Assembly do enact as follows

Section 1. The act entitled "An Act to incorporate the Wisconsin Central Rail Road Company. Approved March 4th A D 1853. is hereby so amended as to authorize and empower the said Company, and the said Company is hereby authorized and empowered to extend the line of their said Rail Road, and to construct the same from the Town of Columbus in the County of Columbia, or from Portage City in the same County, on the most convenient and practicable route to Lake Superior at a point on said Lake near the mouth of Montreal River.

Section 2. For the construction, operation, continuance, and maintainence of the said line of Rail Road hereby intended to be constructed and operated it shall and may be lawful for the said Company to acquire the right of way and they shall have all franchises, privileges, and immunities, facilities and incidents pertaining to them in their original Charter, so far as the same are applicable

Section 3. This act shall take effect and be in force from and after its passage

Wyman Spooner
Speaker of the Assembly

C. Latham Sholes
President of Senate pro tem

Approved March 2 1857
Coles Bashford

The foregoing is a true record

In testimony whereof I have hereunto affixed the corporate Seal of the Company this 17th day of March A D 1857

Seal

Edwin Hodges
Secretary

Recorded June 22. 1857

The Racine and Mississippi Rail Road Company

to

Morris K Jessup and Cortlip R. Raymond.

This Indenture made the first day of January one thousand eight hundred and fifty seven between The Racine & Mississippi Rail Road Company a Corporation by and under the laws of the States of Wisconsin and Illinois parties of the first part and Morris K Jessup of the City of New York and Cortlip R Raymond of the City of Boston and State of Massachusetts parties of the second part.

Whereas the parties of the first part pursuant to the terms of the Statute of the said State of Wisconsin incorporating them and of the Statutes of said State and of the State of Illinois affecting them, are engaged in constructing and finishing a rail road from the City of Racine & the Town of Beloit in the said State of Wisconsin, and thence to the Town of Savanna, in Carroll County in the State of Illinois, and for that purpose and diverse of raising the sum of Seven hundred thousand Dollars and to secure the payment of said sum of Seven hundred thousand Dollars design & present, issue, and deliver Seven hundred bonds or writing obligatory, each for the sum of One thousand Dollars, with interest at the rate of Eight per cent per annum payable semi annually at the office of the said Company in the City of New York on the first day of January and July in each and every year, and the principal of said Bonds being payable on the first day of January One thousand Eight hundred and Seventy two at the office of said Company in the City of New York, said Bonds all to stand equally secured according to their amounts, by these presents, and to be in the following form that is to say

United States of America

States of Wisconsin and Illinois

The Racine & Mississippi
Rail Road Company
Second Mortgage Convertible Bond

No

Know all men by these presents that the Racine and Mississippi Rail Road Company acknowledge themselves indebted unto Morris K Jessup and Cortlip R Raymond a bearer in the sum of One thousand Dollars, which sum the said Racine and Mississippi Rail Road Company promise to pay to the holder hereof on presentation of this bond at their office in the City of New York, on the first day of January, in the year One thousand Eight hundred and Seventy two with interest thereon at the rate of Eight per centum per annum payable semi annually on the first days of July and January in each year, until said principal sum shall be paid on presentation of the annexed interest warrants at their office in the said City of New York

And it is hereby agreed and provided that in case the said interest or any part thereof shall not be paid on any day whereon the same is due and payable, and shall have been lawfully demanded, and shall remain in arrears Sixty days thereafter, that then and thenceforth, the whole amount of said principal sum of One thousand Dollars shall forthwith at the option of the holder of this bond become and be immediately

payable anything herein Contained to the Contrary thereof in any wise not withstanding. And it is hereby expressly agreed that the said Racine and Mississippi Rail Road Company waive all benefits and advantages of valuation or appraisement Laws. And it is further agreed that the holder of this bond shall be entitled at any time within five years from the date hereof to convert the principal sum thereof into the Stock of the said Company at par & two per Cent, on the surrender of this Bond with the unpaid Warrants annexed.

This Bond is one of a Series of Seven Hundred of like tenor, date and amount, the full payment of which is secured by an indenture of Mortgage dated the first day of January 1857. on the whole of the Racine and Mississippi Rail Road, its Equipments appurtenances and franchises executed and delivered to Morris H. Bisup and Caleb B Raymond and duly recorded, which is a mortgage upon the said premises subject to a mortgage to the Farmers Loan and Trust Company, upon the Eastern division of the said Road to secure Six Hundred and Eighty Thousand Dollars ($ 680 000) and to a Mortgage to the same Company, upon the Western division of the said road to secure Seven hundred Thousand Dollars ($ 700.000) the said two mortgage to the said Amounts last above mentioned being prior liens upon the said road and premises to the Mortgage securing this Bond.

In Witness whereof the said Company Have caused this Bond to be executed and attested in their behalf by their President and Secretary and their Common Seal to be hereunto affixed at the City of Racine in the State of Wisconsin this first day of January in the year of our Lord One Thousand Eight hundred and fifty Seven

Secretary President

This is to certify that the above Bond is included in a mortgage dated January 1st 1857 on the whole of the Racine and Mississippi Rail road and the Equipments, appurtenances and franchises of the Company, Executed by said Company to Morris H. Bisup and Caleb B Raymond as Trustees in trust and for the use and benefit of the holders of the obligations of the said Railroad Company of same tenor and date not exceeding in all Seven hundred Thousand dollars, with power therein contained to take possession of use and sell the same or any part thereof in case of Sixty days default in paying the interest or principal of said Bonds or any of them, which mortgage has been duly recorded, and which mortgage is subject in lien to a prior Mortgage to the Farmers Loan and Trust Company upon the Eastern division of the said road to secure $ 680.000. and to a prior Mortgage to the same Company upon the Western Division of the said Road to secure $ 700 000

Trustee

Now therefore this Indenture witnesseth, that the said parties of the first part the better to secure the payment of the said bonds with interest at the times and in the manner therein mentioned and in good faith, and for and in consideration of the sum of One Dollar by the parties of the second part in hand paid to the said parties of the first part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted bargained, sold, conveyed, transferred and set over, and by these presents do grant, bargain, sell, convey, transfer and set over to the said Parties of the second part their successors and assigns for ever, All the following property of the said parties of the first part, that is to say. All their railroads with its

superstructure, track rails, bridges, fences, and all other appurtenances made or to be made in the State of Wisconsin and Illinois, from the City of Racine in the State of Wisconsin to the Western termination in the Town of Savannah in Carroll County State of Illinois, And all the right and title of the said parties of the first part to the land on which said Railroad is and may be constructed, together with all rights of way now acquired and obtained or hereafter to be acquired or obtained by the said Parties of the first part, and including the Depots, Engine Houses, Shops and all other constructions at any places along the line of said Railroad, and the lots, pieces or parcels of land on which the same are or may be erected. And all the pieces of land which shall be used for Depots or Station purposes, with the appurtenances, And all the embankments, bridges, viaducts, culverts fences, and structures thereon, and all other appurtenances belonging thereto, and all the franchises privileges and rights of the said parties of the first part in and to or concerning the same. And also all and singular their railroad furniture, including Engines, Tenders, Cars of every description, tools, materials, Machinery and every other kind of personal property which shall be used for operating said portions of said Rail Road, subject however to the lien of two certain Indentures of Mortgage made and executed by the said Racine and Mississippi Railroad Company, one dated September 1st 1855, upon the Eastern division of the road being that part lying east of the State line at Beloit to secure $ 680 000 given to the Farmers Loan and Trust Company, as trustees; and the other dated June 1st 1856, upon the Western Division of the road being that part lying west of the said State line at Beloit to secure $ 700 000 given to the said Farmers Loan and Trust Company, as trustees; the said two mortgages being and are hereby declared to be liens, prior, superior, and senior liens upon the property and premises described therein respectively, acquired and to be acquired without regard to the relative times of the issue or disposal of the Bonds by the said Racine and Mississippi Rail Road Company secured by said several Mortgages. But nothing herein Contained shall be construed to prevent the parties of the first part from selling hypothecating or otherwise disposing of any bonds or other Securities received in payment of Stock or otherwise, or of any lands or other property of the Company not necessary to be retained for the roadway, depot grounds, and stations, nor required for the Construction or Convenient use of their Road, nor from collecting monies due the Company on Stock subscriptions or otherwise, Provided they shall have diligently procured & ordered and faithfully apply all such means to the Construction and Equipment of the said Road and provided also that no default shall have been made in the payment of the interest or principal of any of the above described Bonds

To have and to hold the said premises and every part thereof, with the appurtenances unto the said parties of the second part their successors and assigns for ever, upon the following trust that is to say, In case the said Parties of the first part shall fail to pay the principal or any part thereof, or any of the interest or any of the said Bonds at any time when the same may become due, and payable according to the tenor thereof, when demanded, then after Sixty days from such default, upon the request of the Holder of the said Bond, the said parties of the second part, their successors or assigns may enter into and take possession of all and any part of said premises and property, and as the Attorneys in fact or agents of the said

Parties of the first part, by themselves or Agents or substitutes duly constituted have use, and employ the same and collect and receive the tolls, income, and profits thereof, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such repairs alterations and additions, apply the receipts, tolls, incomes and profits of the said Railroad and its appurtenances, to the payment of the principal and interest of all of said Bonds remaining unpaid, and the Agent or Agents of said Railroad actually in possession thereof, are hereby ordered to give such possession to the said Trustees parties of the second part, or the said trustees parties of the second part, or their successors or assigns at their discretion may, or on written request of the holders of at least ten of the bonds, then unpaid and unconverted into stock, shall cause the said premises or so much thereof as shall be necessary to pay and discharge the principal and interest of all of such bonds as may then be unpaid and unconverted as aforesaid, to be sold at Public Auction in the City of Racine, in the State of Wisconsin or in the City of New York, or shall cause the said Rail road and its appurtenances to be sold in two parcels divided by the State line at Beloit. The eastern division with its appurtenances including the rolling stock and furniture property belonging thereto, to be sold at Public Auction, in said City of Racine, or in the City of New York and the Western Division at the Village of Freeport in the State of Illinois or in the City of New York giving at least forty days notice of the time and place and terms of such sale, and of the specific property to be sold by publishing the same daily in a newspaper of good circulation in each of the Cities of New York, Racine and Freeport, and shall execute to the purchaser or purchasers thereof upon such sale, a good and sufficient Deed of Conveyance in fee simple for the same, including the benefit of the franchise of said Company; which sale shall be a bar against the parties of the first part their successors and assigns, and all persons claiming under them of all right interest or claim in or to said premises or any part thereof; and said trustees shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said Bonds, and return the residue thereof to the said parties of the first part, it being hereby expressly understood that in no case shall in no case any claim or advantage be taken of any valuation, appraisement or extension laws by the said parties of the first part, nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sales as aforesaid. And the said parties of the first part hereby further covenant and agree that nothing herein contained shall prevent said parties of the second part immediately upon the default of the payment of the principal or interest of any such bonds or any part thereof, from adopting any other legal or equitable remedies not herein specified for foreclosing this mortgage or for collecting the amount which may be due on such Bonds. ——

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance for the said premises or any part thereof to the said parties of the second part, their successors and assigns for more fully carrying into effect the objects hereof, particularly for the conveyance of any property subsequently to the date hereof acquired by the said parties of the first part and comprehended in the description herein before contained of the premises

And it is further mutually agreed. And these premises are upon this express condition that on payment of the principal and interest of all of said bonds or the conversion thereof into Stock in the manner aforesaid the Estate hereby granted to the said parties of the second part shall be void and the right to the premises and property hereby conveyed shall revert to and invest in the said parties of the first part, without any acknowledgement of satisfaction reconveyance, reentry or other act. ——

And it is further mutually agreed that the said parties of the second part their successors and assigns, shall not be accountable for any acts of each other, to which they do not severally assent, and shall be accountable only for reasonable diligence in the management of said trust, and shall not be responsible for the acts of any Agents appointed by them, when such Agent is selected with reasonable discretion, and that said parties of the second part their successors and assigns shall be entitled to receive proper compensation for every labor or service performed by them in discharge of their trust. And in case of the death, resignation or incapacity at any time of either of the said trustees, to act in the matter of said trust, the Company and the surviving trustee shall appoint a new trustee to fill the vacancy thereby created, and shall thereupon make execute and deliver all and singular such further instruments and assurances, as may be requisite to enable the trustee thus appointed to execute the purposes of said trust. But until the selection of some person to fill such vacancy and the execution and delivery of the instruments requisite to enable him to act in the premises the act or acts of the other shall notwithstanding such vacancy be in all respects legal and valid ——

In witness whereof the said Racine and Mississippi Rail Road Company, the parties hereto of the first part, have caused their common seal to be hereunto affixed and the name of their President to be signed to these presents, and the said parties of the second part have hereunto set their hands and seals the day and year above written.

Sealed and delivered in presence of Morris K Jessup
J. Rodburn
James Molony

Henry S Durand President
Racine & Mississippi Rail Road Company

Morris K Jessup

Curtis B Raymond

Witness to signature of Curtis B Raymond
Abner H Bowman
Jno J Orin

Witness to signature of Henry S Durand President
J B Rowley
J. J. Rodburn

State of Massachusetts
City of Boston } ss.

Be it remembered That on this nineteenth day of June A.D. 1857 before me Chas. B. F. Adams a Commissioner for the State of Massachusetts residing in the City of Boston appointed by the Governor of the State of Wisconsin to take the acknowledgements and proofs of Deeds and other instruments in writing under Seal to be used & recorded in said State of Wisconsin duly commissioned and qualified personally came Cortlip B. Raymond to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein mentioned

In witness whereof I have hereunto set my hand and official Seal the day and year last above written

Seal

Charles B. F. Adams
Commissioner for the State of Wisconsin

State of Massachusetts
City of Boston } ss.

Be it remembered that on this nineteenth day of June A.D. 1857 before me Thomas A. Dexter a Notary Public in and for the State of Massachusetts duly commissioned and sworn, and dwelling in the City of Boston, personally came Cortlip B. Raymond to me known to be one of the persons described in and who executed the foregoing Instrument and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein mentioned

Seal

In testimony whereof I have hereunto subscribed my name and affixed my seal of office the day and year last above written

Thomas A. Dexter
Public Notary

State of Wisconsin
Racine County } ss.

On this twenty seventh day of June A.D. before me Andrew J. Redburn a Notary Public in and for the State of Wisconsin residing in the County of Racine and said State personally came Henry S. Durand the President of the Racine and Mississippi Rail Road Company to me known and being by me duly sworn, did depose and say that he resides in the City of Racine in the County of Racine and State of Wisconsin, that he is the President of the Racine and Mississippi Rail Road Company that he knows the Common Seal of said Rail Road Company, that the seal affixed to the above and foregoing instrument in writing is such Corporate seal, that it was so affixed by order of the Board of Directors of the said Company and that he signed his name thereto by the like order as President of said Rail Road Company and at the same time he the said Henry S. Durand acknowledged that the said instrument in writing was executed for the uses and purposes therein mentioned, And on the same day before me personally appeared Morris K. Jessup to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein mentioned

Seal

In witness whereof I have hereunto subscribed my name and affixed my seal Notarial this 29th day of June A.D. 1857

A. J. Redburn
Notary Public

State of Illinois
Winnebago County } ss.

On this 27th day of June A.D. 1857 before me W. R. Weld, a notary Public in and for the State of Illinois residing in the County of Winnebago and said State personally came Henry S. Durand the President of the Racine and Mississippi Rail Road Company to me known and being by me duly sworn did depose and say that he resides in the City of Racine in the County of Racine, and State of Wisconsin, that he is the President of the Racine and Mississippi Rail Road Company that he knows the Common Seal of the said Rail Road Company that the seal affixed to the above and foregoing instrument in writing is such Corporate seal thereto so affixed by order of the Board of Directors of the said Company and that he signed his name thereto by the like order as President of said Rail Road Company and at the same time he the said Henry S. Durand acknowledged that the said Instrument in writing was executed for the uses and purposes therein mentioned. And on the same day before me personally appeared Morris K. Jessup to me known to be one of the persons described in and who executed the foregoing Instrument and acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein mentioned

In Witness whereof I have hereunto subscribed my name and affixed my seal Notarial this twenty seventh day of June A.D. 1857

W. R. Weld
Notary Public

State of Illinois
County of Cook
City of Chicago } ss.

I, Perkins Bass Notary public in and for the City of Chicago and State of Illinois do hereby certify that Morris K. Jessup who is personally known to me to be one of the persons described as who executed the foregoing instrument in writing, appeared before me this day in Person and acknowledged that he executed and delivered the same for the uses and purposes therein set forth

In testimony whereof I have hereunto set my hand and affixed my seal notarial this twenty fifth day of June in the year of our Lord One thousand Eight hundred and fifty seven at the City of Chicago in the County of Cook and State of Illinois

Seal

Perkins Bass
Notary public

State of Illinois
County of Cook } ss
City of Chicago

I Parker Dop a Notary Public in and for the City of Chicago in the State of Illinois do hereby certify that Morris K Desup,

State of Illinois
County of Cook } ss

Be Remembered that on this twenty fifth day of June in the year Eighteen hundred and fifty seven before the subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of the execution of Deeds or other Conveyances or leases and of any Contract or other letter of Attorney or other writing under seal or not, administer oaths and take and certify depositions to be used or recorded in the said State of Wisconsin of and Morris K Desup, one of the persons described in and who executed the within instrument of writing between him and one Cortlip B Raymond as one of the parties thereto and the Racine and Mississippi Rail Road Company the other party thereto, and the said Morris K Desup acknowledged that he executed the said instrument freely for the purposes therein stated, and I certify that the person who made the said acknowledgment is known to me to be the individual described in and who executed the said instrument.

Seal

Given under my hand and official seal this twenty fifth day of June in the year of our Lord One thousand Eight hundred and fifty seven at the City of Chicago, in the County of Cook in the State of Illinois

Dennis Mulvey
Commissioner

State of Illinois
Carroll County } ss Recorders office

This mortgage was filed for record July 1. 1857. at 6 o'clock P.M. and recorded in Book 3 of Mortgages Pages 595. 602 & 4

Volney Cameron Recorder
by B. P. Hurd Deputy

State of Illinois
Winnebago County } ss Recorders office

Filed for record June 29 1857 at 11 o'clock A.M. and recorded in Book W of Mortgages at folio 116 &c

Examined by W W Dimick
Recorder

State of Illinois
County of Stephenson } ss. Office of Clerk of Circuit Court

Filed for record June 30 1857 at 10 o'clock A.M. and recorded in Book Nº of Mortgages in pages 156, 157 158 159 160 161 162 and examined

L W Guiteau
Clerk & Recorder Recorder of Deeds

Recorded July 6th at 9 o'clock A.M.

V

Watertown & Madison Rail Road Co and David W Jones Secretary of State, and his succesors

This Indenture made the first day of June in the year of our Lord One Thousand Eight hundred and fifty seven between the Watertown and Madison Rail Road Company, a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and David W Jones, Secretary of the State of Wisconsin and his succesors in office party of the second part,

Whereas the parties of the first part pursuant to the terms of the Statute of said State incorporating them and other Statutes of said State affecting them are engaged in Constructing a Rail road from the City of Watertown, in the County of Jefferson, State of Wisconsin, to the City of Madison in the County of Dane in the State of Wisconsin aforesaid, and for that purpose is desirous to borrow a sum of money by loan for the Chairing and transporting Iron Rails and machinery therefor, and for making the Construction of said railroad, and in order to secure the payment thereof, & pay ment thereof, to issue within the present year certain bonds with interest warrents & coupons annexed amounting to Six Hundred Thousand Dollars, said Bonds to be issued in amount of One Thousand Dollars each, numbered respectively from One (1) to Six hundred inclusive to the person or persons lending such money or furnishing such Rails or Machinery and made payable at the American Exchange Bank in the City of New York on the first day of July in the year of our Lord One Thousand Eight Hundred and Seventy two and bearing interest from their date at the rate of Eight per centum per annum payable semiannually on the first days of each January and each July ensuing the date thereof, in the City of New York until the principal shall be paid, Such bonds to be dated on the first day of June A.D. 1857 and to be on an Equality so far as regards security for the payment thereof by these Presents

Each of said Bonds being substantially in the form following viz

United States of America
State of Wisconsin
Watertown and Madison Rail Road Company

Know all men by these presents That the Watertown and Madison Rail Road, firmly acknowledge that they owe One Thousand Dollars lawful money of the United States of America for money lent them for the Construction of their Road which sum they promise to pay to the Secretary of the State of Wisconsin or the holders hereof at the American Exchange Bank in the City of New York, on the first day of July in the year of our Lord One Thousand Eight Hundred and Seventy two, (1872) with interest thereon at the rate of Eight per centum, per annum payable semi annually on the first day of January and July in each year, on presentation and surrender of the warrants for the same hereto annexed. And said Company also agree on the delivery of this obligation and the coupon interest warrants to the Secretary of the State of Wisconsin, Trustee in the Mortgage Herein below mentioned, or to the Treasurer of said Company at Madison, Wisconsin, at any time before said

Principal shall fall due, to issue or transfer to the holder hereof twenty shares of Fifty Dollars each of the Capital Stock of said Company in exchange for and satisfaction of this obligation

And said Company further agree that this obligation, and all rights and benefits arising therefrom may be transferred by general or special endorsement, by delivery

This Bond is one of a series of Six Hundred Bonds of a like tenor and date executed and issued in conformity with a resolution of the Board of Directors of the Watertown and Madison Rail Road Company passed on the 25th day of May 1857 authorizing the issue of $600.000 of Second mortgage Bonds for the Construction of the road of said Company, and the holder hereof is entitled to the security derived from a second mortgage for the like amount of $600,000, bearing even date herewith duly recorded on all the lands real estate and other appurtenances effects and franchises of the Company executed and delivered to the Secretary of the State of Wisconsin, in trust to secure the payment of the principal and interest on said Bonds. This second mortgage is the only lien upon the whole road between Watertown and Madison including its rolling Stock, Depots, and franchises excepting a first mortgage of Three Hundred and Sixty Thousand dollars, or at the rate of Ten Thousand Dollars per mile, the Bonds issued under which fall due January 1st 1877.

In witness whereof, The Watertown and Madison Rail Road Company have caused this Corporate Seal to be hereunto affixed and the signatures of their President and Secretary to be hereunto subscribed this first day of June in the year 1857

President Secretary

and authenticated by a certificate signed by said party of the second part

Now therefore this Indenture witnesseth that the said parties of the first part in order to secure the payment of said Bonds and interest and in consideration of One Dollar to them paid in hand by the said party of the second part, at the sealing and delivery hereof, the receipt whereof is hereby acknowledged have granted bargained, sold, transferred and conveyed and by these presents do grant, bargain, sell, transfer and convey to the said party of the second part his successor or successors, in trust hereby created and assigns all the following real and personal property and estate of the parties of the first part, that is to say, all that part of their Rail Road from a point on the same in the City of Watertown in the County of Jefferson which is thirty four miles from Madison in Dane County including all the right of way and land occupied by said Watertown and Madison Rail Road, together with the superstructure and tracks thereon, Bridges Viaducts, Culverts, Fences, Equipments necessary, Depot Grounds and buildings thereon, belonging to the parties of the first part and all rolling Stock Engines Tenders, Cars, Tools, Materials, Machinery including fixtures and all other personal property, appertaining to said portion of the Watertown and Madison Rail Road Company, and now belonging to the parties of the first part or hereafter to be acquired by them, and all rights thereto and interest therein to be acquired by the parties of the first part together with the name and functions appertaining to said line of Road, Tolls, rents, and income to be had or levied thereupon and all corporate and other franchises, rights, and privileges of said parties of the first part or in and to or concerning the same, But nothing herein shall be so construed as to prevent the parties of the first part from hypothecating selling or otherwise

disposing of any City or County Bonds or Farm mortgages or other securities received in payment of Stock or other monies or of any lands, or other property of the parties of the first part not necessary to be retained for the roadway, depot grounds and stations, nor required for the construction or convenient use of said road, or any moneys due the said Company on Stock Subscriptions or otherwise. Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction and repairs of the said road and of any part thereof, any Stock Subscriptions donations or loans of money lands or other property which may have been or may hereafter be made for that purpose but the said parties of the first part shall have full right to proceed without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns

And the said parties of the first part hereby covenant and agree to and with the said party of the second part his successor or successors in the trust hereby created that for the further security and ultimate redemption of the said Mortgage Bonds to be issued by virtue of this mortgage they will annually on or before the last Saturday in December, in each year thereafter and until the principal of said Bonds is fully paid set apart and appropriate from the earnings of said road for the preceding twelve months and deposit with the American Exchange Bank in the City of New York (or its successor or successors,) the same being hereby made, constituted and appointed the trustee of the parties hereto and of all the holders of the Mortgage Bonds to be issued by virtue of this mortgage as aforesaid the just and full sum of Ten thousand Dollars, which together with the accumulation of interest thereon will from a sufficient capital to pay and discharge the entire principal of all the mortgage bonds contemplated to be issued by virtue of the provisions of this mortgage on or before the maturity of said Bonds the first setting apart and appropriation of said Sinking fund to be made and deposited on the twenty sixth day of December next ensuing the date hereof. And the said Sinking fund or several sums of money thus set apart and appropriated with all accumulations of interest thereon will from a sufficient capital to pay and discharge the entire principal of all the mortgage bonds contemplated to be issued by virtue of the provisions of this mortgage on or before the maturity of said Bonds the first setting apart and appropriation of said sinking fund to be made and deposited on the twenty sixth day of December next ensuing the date hereof) And the said Sinking fund or several sums of money thereby set apart and appropriated with all accumulations of interest shall as soon as practicable thereafter be laid out and invested by the said American Exchange Bank. * or its successor shall from time to time invest the said funds under the advice and direction of the Board of Directors of the parties of the first part in such securities as shall be deemed most safe and profitable for the parties of the first part.

Provided however that the parties of the first part reserve the right to deposit with the said American Exchange Bank or its successors on or before the last Saturday in December in each year in lieu of the Ten thousand Dollars aforesaid, Ten of the Mortgage Bonds of One thousand Dollars each to be issued under this mortgage with the unmatured Coupons which if deposited shall be held the same as of purchased and money deposited for that purpose.

Provided further that the obligation of the parties of the first part to make such annual deposits to said Sinking Funds as aforesaid shall cease and determine as soon as the fund and securities placed in the hands of the said American Exchange Bank or its successor shall with the accumulations of interest thereon form a capital sufficient to pay and discharge at maturity thereof all the outstanding incumbered bonds issued hereunder.

The said American Exchange Bank or its successor shall at all times keep a proper and correct registry and account of the said several securities and funds to be held by them, as aforesaid and belonging to the said Sinking funds for the inspection and examination of the parties hereto, and of any of the Stockholders or bond holders of the road, and shall annually thereafter during the continuance of the said trust render to the parties hereto a written statement showing the true state and condition of the said Sinking funds and when ever any of the aforesaid securities of the parties of the first part shall have been purchased for the use of the Sinking funds the same shall as soon as purchased be cut cancelled and retired by the said American Exchange Bank or its successor and held and returned by them at the expiration of this trust. The interest coupons on said purchased bonds are however to be regularly paid to the said American Exchange Bank or its successor by the parties of the first part in the same manner as if held and owned by a third party for value, and in case of the resignation of the said American Exchange Bank as such Trustee or Receiver or its successor or otherwise the parties of the first part hereby reserve the right to supercede and revoke the aforesaid appointment of the said American Exchange Bank or its successor and from time to time appoint and substitute as a new trustee or receiver any other incorporated institution located and doing business in the City of New York, fit and suitable for that purpose and said new Trustee or Receiver or the successor thereof shall be vested with all the rights Estate, Powers and privileges hereby conveyed or vested in the said American Exchange Bank

And the said American Exchange Bank or its successor shall upon request forthwith assign, transfer, or deliver to such substituted Trustee or receiver all the funds property and security belonging to the said Sinking Funds as deposited with and held by them as aforesaid

The said American Exchange Bank or its successor shall apply the funds and available securities in their hands to the payment and redemption of the said Mortgage Bonds issued hereunder at their maturity rendering the overplus if any to the parties of the first part or their assigns. To Have And To Hold the said premises real and personal estate and property and every part and parcel thereof with the appurtenances unto the said party of the second part his successor or successors in the trust hereby created and assigns upon the following trusts that is to say. In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest on any of the said Mortgage Bonds to be issued hereunder whether the same belong to third parties or to the sinking fund at any time when the same shall become due and payable according to the tenor thereof when demanded or in case the parties of the first part shall fail neglect or refuse to set apart appropriate and deposit with the said American Exchange Bank or its successor the several sums of money or any or either of them for the purpose of a sinking fund at the times and in the manner herein before particularly set forth and provided, then at the ex

* or its successor shall from time to time invest the said funds under the advice and direction of the Board of Directors of the parties of the first part in such securities as shall be deemed most safe and profitable for the parties of the first part.

duration of Sixty days from and after each default failure, neglect or refusal in case such Principal or interest shall not have been paid or such appropriation and payment to the sinking fund shall not have been made upon the written request of the holders of at least one half of said mortgage Bonds or upon the request of the said American Exchange Bank or its successor the said party of the second part his successor or successors in the trust hereby created or assigns may enter into and upon and take possession of all or any part of said Premises, real and personal estate and property, and as the attorney in fact or agent of the said party of the first part by himself or agents or substitutes duly constituted have use and employ the same making from time to time all needful alterations and additions thereto, and after deducting the expenses of such repairs alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder remaining unpaid and the said party of the second part his successor or successors in the trust hereby created or assigns or the written request of the holders of at least one half of the said Mortgage Bonds issued hereunder and then outstanding unpaid uncancelled into Stock and not purchased and deposited for the Sinking fund as aforesaid shall cause the said Premises real and personal estate and property rights and franchises or as much thereof as shall be necessary to pay and discharge the principal, and interest of all such mortgage Bonds as may be then unpaid, and uncancelled and not purchased and deposited as aforesaid to be sold at Public Auction in the City of Madison, State of Wisconsin aforesaid or in the City of New York, giving at least ninety days previous notice of the time place, and terms of such sale and of the real and personal property and estate rights and franchises to be sold by Publishing the same in two newspapers of good circulation in each of the cities of New York and Madison aforesaid and also in such other as required by law, and execute and deliver to the Purchaser or Purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part their successors and assigns and all parties claiming under them of all right interest or claim of in or to said premises, real and personal estate and property rights and franchises or any part thereof.

The amount of the bid or purchase money on the said sale may be paid satisfied in whole or in part by the outstanding mortgage bonds or any part of them issued hereunder and the same shall be taken and received in whole in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the net amount arising from said sale together with the amount of unapplied cash effects belonging to the sinking fund, as compared to the amount of outstanding uncancelled and unpurchased bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the cost and expenses thereof, and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal & and interest due and unpaid on the residue of the said outstanding mortgage bonds, issued hereunder and not cancelled nor purchased for the Sinking fund, nor issued in payment of said bid as aforesaid and shall pay over and return the remainder of said proceeds to the parties of the first part their successors & assigns. It being hereby expressly understood that in

no case shall any claim or advantage be taken of any violation or appraisement or extension laws by the said parties of the first part, or any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in trust hereby created or assigns for more fully carrying into effect the objects hereof particularly for the conveyance of any rights interests or property subsequent to the date hereof acquired by the said parties of the first part and comprehended or intended so to be in the description and terms of this instrument. And the said parties of the first part hereby further covenant and agree as aforesaid that the money borrowed for the purposes aforesaid upon the security of the said mortgage Bonds to be issued hereunder, shall be faithfully applied to the purchase and transportation of Iron Rails and machinery and for the construction and equipment of said road, and the expenses attending such loan and purchase, and the said rails, and machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing said Rail Road.

And it is mutually agreed and these presents are upon the express condition that on payment of the principal and interest of said Mortgage Bonds issued hereunder or on conversion thereof into stock in manner aforesaid the estate hereby granted to the said party of the second part his successor or successors, in the trust hereby created and assigns shall be void, and the rights of the Premises and real and personal estate, and property hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgment of satisfaction, reconveyance or release or other act, but when the Principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid and the said bonds duly cancelled the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied and discharged of record. And it is also mutually agreed that the said party of the second part his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care control and authority, and shall not be responsible for the act of any agent or attorney employed by him or them, such agent or attorney is selected with reasonable discretion and the said party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or service performed by him or them in the discharge of his trust in case he or they shall be compelled to take possession of said premises and real and personal property and estate or any part thereof to manage the same.

And it is further mutually agreed that in case of the expiration of the term of office as Secretary of the State of Wisconsin of the said party of the second part all his estate, right, interest from and control in the Premises shall be divested, cease and determine and the same shall thereupon be in the purposes aforesaid be devolved upon and vested

in all and singular the Trusts and duties herein before mentioned enumerated shall be enforced upon and assumed by his Successor, in the office of the Secretary of the State of Wisconsin without any other or further assurance or Conveyance of or for the same except that on the happening of the above named Contingency the said Substitute shall as soon as thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance, or on resignation of the said Secretary of State or his successor in office of the said Trusts hereby created shall have devolved on him, the said parties of the first part, or in their default to take proceedings therefor for thirty days the holders of a majority of the said outstanding mortgage bonds hereinafter and hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new Trustee who shall be a resident of the City of Newyork, and thereupon and upon the acceptance of the trust such new trustee shall become vested for the purpose aforesaid with all the right estate, Property, and interest hereby Conveyed to or vested in the said party of the second part without any further assuming or Conveying or Conveying of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further release or Conveyance for that purpose to the end that the true intent object and meaning of this instrument may be fully and faithfully Carried into effect

In witness whereof the said parties of the first part on the day and year aforesaid by order of the Board of Directors have hereunto Caused to be affixed their Corporate Seal and these Presents to be signed by their President and Countersigned by their Secretary at the City of Madison Wisconsin and the party of the second part has also hereunto set his hand and seal accepting the Trust duly created.

Seal

Watertown and Madison Rail Road Company
Lucius Fairchild
President

Thomas D Lawrence Secretary
In presence of
Thomas Wood
Lucius Fairchild

State of Wisconsin
County of Dane } ss.

On the first day of June A D 1857 before me personally came L C Fairchild President and Thos D Lawrence Secretary of the Watertown and Madison Rail Road Company both of whom are known to me and being by me severally sworn did depose and say that they are respectively the President and Secretary of the said Rail Road Company, that they know the Corporate Seal thereof that the seal affixed to the foregoing Deed of Mortgage is the Corporate Seal of said Rail Road Company, that it was so affixed by authority of the Board of Directors of said Company and that they severally signed their names thereto by the like authority as President and Secretary and that by such signing and sealing this mortgage was executed as the free act and deed of the said Watertown and Madison Rail Road Company

for the uses and purposes therein expressed

In testimony whereof I have hereunto set my hand and affixed my official Seal

Lucius Fairchild
Notary Public
Dane County Wis

I do hereby accept the Trusts imposed by the foregoing Mortgage

This done at Madison Wisconsin the first day of June A D 1857

In presence of
Thos Wood
Lucius Fairchild

D W Jones
Secty of State of
Wisconsin

State of Wisconsin
Dane County } ss.

I, Lucius Fairchild a Notary Public within and for the County and State aforesaid do by this public instrument given under my hand and official seal certify and make known that on the first day of June A D 1857 before me personally appeared David W Jones the Secretary of the State of Wisconsin, described in and who executed the annexed instrument and acknowledged that he executed said instrument freely for the purposes therein stated, And I do further certify that the person who made the said acknowledgement is known to me to be the individual described in said instrument

Lucius Fairchild
Notary Public
Dane County
Wisconsin

Seal

Recorded July 3d 1857 11 A M.

La Crosse & Milwaukee Rail Road Company

to

Grant C. Benson and James T. Soutter

Deed of Trust made this Seventeenth day of August in the year of our Lord Eighteen Hundred and fifty seven between the La Crosse and Milwaukee Rail Road Company a Corporation created by the Legislature of the State of Wisconsin, party of the first part and Grant C Benson and James T Soutter of the City and State of New York trustees as hereinafter mentioned, parties of the second part Whereas said Rail Road Company for the purpose of Constructing its roads has determined to borrow a sum of money not exceeding one million of Dollars, and to issue not exceeding one thousand of its bonds for the repayment of the sums which may be borrowed, with interest thereon, which bonds will be numbered respectively from one to one thousand both inclusive, and will be substantially in the following form Viz

United States of America

No. State of Wisconsin $ 1000.

Know all men by these presents that the La Crosse and Milwaukee Rail Road Company acknowledge themselves indebted to the bearer hereof in the sum of One Thousand Dollars, for money borrowed for the Construction of their roads which sum they agree to pay to the bearer hereof on the first day of September in the year of our Lord 1870 at the Bank of the Republic in the City of New York, with interest, at the rate of Eight per cent per annum payable in the City of New York semi annually on the first day of March, and the first day of September in each year on presentation and delivery of the interest warrants or Coupons hereto annexed The holder of this bond may at any time within five years from the date hereof convert the same into the Capital Stock of the Company, Cancelling both the bond and the Stock at par, or Surrendering the bond with the unpaid Coupons This is one of one thousand Bonds all of the same tenor, and numbered from 1 to 1000 respectively, making in all one million of Dollars for securing the Payment of which a Trust Deed has been executed by said Company to Grant C Benson and James T Soutter of the City and State of New York, conveying to them (subject to certain charges thereon) the railroad of said Company Commencing in the City of Milwaukie, and running from thence to Portage City, a distance of Ninety five miles, which road has been Constructed, and is now in full Operation; and also Conveying to them the railroads of said Company (owned as that part which has been Constructed as that part which remains to be Constructed) from Watertown by the way of Columbus to Midland where it Connects with the main line of the Rail Road of said Company) a distance of forty miles, one half of which last mentioned road being the part between Watertown and Columbus, has been Constructed and is now in full operation, together with the equipments and all other things pertaining or which may hereafter pertain to the roads so Conveyed or either of them, reference to which deed is hereby had and made for a more full description of its Contents

In testimony whereof said Rail Road Company has hereto affixed its Corporate Seal and Caused the same to be Signed by its President and Secretary this first day of September in the year of our Lord 1857.

Secretary. President

Registered & Countersigned
this day of 185.

Trustees

And whereas said Rail Road Company has determined to secure the payments of said Bonds, with the interest thereon, in the manner herein provided Now therefore this deed witnesseth that said Rail Road Company in consideration of the premises and the sum of one dollar paid by said parties of the second part, has granted, bargained, sold, conveyed and confirmed and doth by these presents, grant, bargain, sell, convey and confirm unto said parties of the second part. All and singular the Railroad of said Company, Commencing in the City of Milwaukie and running from thence to Portage City, a distance of Ninety five miles, which road has been Constructed and is now in full operation. And also the Railroad of said Company (as well that part which has been Constructed as that part which remains to be Constructed) from Watertown by the way of Columbus & Midland (where it connects with the main line of the Railroad of said Company) a distance of forty miles, one half of which last mentioned road being the part between Watertown and Columbus, has been Constructed and is now in full operation, including all and singular the several tracts, pieces or parcels of land, which now are or may hereafter be or constitute the Site of the roadways, turnouts, Engine houses, workshops depots and other buildings, and all the other lands and Real Estate which now constitute or may hereafter constitute or be a part of or appertain to said Railroads or either of them.

And also all and singular the superstructure of said said roads whether now made or to be made hereafter, and all the engine houses workshops depots and other buildings, and all the other improvements on or appertaining to said Railroads, or either of them, whether now built or made, or to be built and made hereafter. And also, all and singular the Locomotive Engines and other rolling Stock, and all the other equipments of every kind and description which have already been, or may hereafter be procured for or used on said said roads or either of them; and all the materials, tools, implements, and utensils and other personal Property which now have, or may hereafter be procured for or used in connection with said said roads or either of them, And also all and singular the rights, Hereditaments, Privileges, and franchises of said Rail Road Company so far as they relate to said Rail Roads from Milwaukie to Portage City and from Watertown by the way of Columbus & Midland aforesaid; And it is hereby declared to be the intention of the parties to these Presents to convey to and vest in said Parties of the second part all the property, real and personal of said Rail Road Company to be acquired hereafter, as well as that which has already been acquired, together with all the rights, Hereditaments, Privileges and franchises of said Rail Road Company in respect to said Rail Roads from Milwaukie to Portage City and from Watertown by the way of Columbus to Midland, as fully and amply as the same might be conveyed if said said roads had already been fully constructed and equipped

Said Rail Road from Milwaukie to Portage City is subject to a first mortgage on the same of Ten thousand Dollars per mile, Amounting in the aggregate to Nine hundred and fifty thousand Dollars; The first eighteen miles of said road from Milwaukie west to and

is subject to a second mortgage of One hundred and fourteen thousand dollars, and the said fifty miles of road is subject to a second mortgage of Two Hundred Thousand Dollars

To Have and to Hold all and singular the property, real and personal, with the hereditaments and appurtenances, and all and singular the rights, liberties, privileges and franchises, hereby conveyed, or intended to be conveyed, subject to the aforesaid mortgages, to the said parties of the second part, and the survivor and successors of them, and their and his heirs and assigns forever as joint tenants and not as tenants in common. In Trust nevertheless and upon the trusts, terms and conditions herein expressed.

First Until default shall be made in the payment of said bonds, or some of them, or the interest thereon, said Railroad Company shall be suffered and permitted to hold and enjoy said railroads, with the equipments and all other things appertaining to the same, and to use the same and to take and receive the income and profits thereof, to its own use in the same manner as though this deed had not been made.

Second. In case default for the space of Sixty days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, or if default for the like period shall be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds, then, and in either of said cases, it shall be lawful, and said Trustees are hereby authorized in their discretion, either in person, or by their Attorney or Attorneys, Agent or agents hereto into and upon and take possession of all and singular the railroads, and all the other property, real and personal hereby conveyed or intended to be conveyed, and to take and receive the income and profits thereof, and to sell all and singular said railroads and other property, with all the rights, liberties, privileges, and franchises of said Rail Road Company, in respect to said railroads from Milwaukee to Portage City and from Wauketon by the way of Columbus to Midland, either at Public Auction, or Private sale and to execute and deliver to the purchaser or purchasers, deeds and conveyances which shall vest in such purchaser or purchasers, all the estate right title and interest whether legal or equitable of said Trustees, and said Rail Road Company of in or to said property, rights, liberties privileges, and franchises and every part and parcel thereof; But before any sale shall be made at Auction notice of such intended sale shall be published once in each week for twenty weeks at the least in two newspapers published in the City of New York and in a Newspaper published in the City of Milwaukee; and should any further notice be required by the laws of the State of Wisconsin the same shall be given. And in case the interest in default shall at any time be equal to the amount of the interest for one year on all the bonds then outstanding, or in case default shall be made in the payment of the principal sum of money mentioned in said bonds, or any of them, at maturity thereof, and in either of said cases, said Trustees on the written request of the Holder or Holders of the majority part in amount of the Bonds then outstanding, shall proceed to make such sales and conveyances as above mentioned.

Third. Said Railroad Company covenants and agrees with said Trustees and the survivor and successor of them, that said Company will from time to time, during the continuance of the trust made, execute and cause to be duly recorded, and deliver to said Trustees all such further conveyances and assurances, and will do all such further acts and things as may be necessary or proper for more effectually vesting in said Trustees all such right, title and interest or estate, both legal and equitable, as said Rail Road Company now has, or may hereafter acquire in or to all and every part of the property hereby conveyed, or intended to be conveyed, to gether with the rights, liberties, privileges and franchises aforesaid.

Fourth. Said Rail Road Company will cause this deed to be duly recorded in all proper places, and will do whatever else may be necessary or proper to give full effect to the conveyance, and will pay and discharge all taxes, charges liens, and other burdens which either now or hereafter arise or be imposed upon the property hereby conveyed or intended to be conveyed; and the Trustees assume no duty or responsibility on those subjects, or any of them, nor in relation to any other matter or thing except as herein provided.

Fifth. The trust extends only to such bonds, as shall be registered and countersigned by the Trustees, and when all of said Bonds shall be satisfied and discharged the trust shall cease, The trust shall also cease at the end of Six Calender months after the principal monies shall fall due on all such bonds, as shall not then have been presented for payment, and whenever the trust shall determine and any moneys which may be due to the Trustees shall be paid, the Trustees will convey to said Rail Road Company all their right title and interest of in and to the trust Property.

Sixth. Said Rail Road Company will from time to time pay all costs charges, expenses and compensation of the Trustees in, about or for the execution of the trust and will at all times keep them fully indemnified and save harmless from and against all damages, Costs, charges and expenses which they may sustain or be put to in consequence of accepting the trust, or of any thing which may be done or omitted under it saving only such damages as may arise from the willful act or neglect of the Trustees.

Seventh. The Trustees are hereby authorized to appoint all such Attorneys Counsellors, Clerks and other Agents as they may deem proper in the execution of the trust, and shall not be answerable for the defaults or other misconduct of such Attorneys, Counsellors or other Agents unless chargeable with culpable negligence in their selection; nor shall the Trustees be responsible for any thing short of gross negligence or wilful default in the discharge of any of their duties; nor shall either of the Trustees be answerable for the acts, omissions or defaults of the other.

Eighth. All moneys which may be received by the Trustees under the trust, after deducting therefrom all costs, counsel fees, charges,

and other expenses of the Trustees and their compensation for executing the trust, shall be applied to the payment of the bonds which may be issued under this trust, and the surplus, if any shall be paid to said Rail Road Company

Ninth The Supreme Court in the first judicial district of the State of New York may remove either of the Trustees on the application of his associate, or of the Rail Road Company, reasonable notice being first given to said Trustee, either of the Trustees may resign his trust, and be thereupon discharged from all further duty and obligation in relation to it, provided such resignation, after reasonable notice to the President or Secretary of said Rail Road Company and the other Trustee, shall be approved by said Supreme Court. And on the death removal or resignation of a Trustee said Supreme Court, on reasonable notice to the other trustee, and said President or Secretary may appoint a new trustee, who shall thereupon acquire and have the right title interest and authority under the trust, and be subject to all duties and responsibilities under the same as fully as though he had been the original trustee and had executed this deed

Tenth Said Trustees hereby accept and covenant and agree to and with said Rail Road Company faithfully to execute said trust

In Witness whereof said Rail Road Company has hereto affixed its corporate seal, and caused the same to be subscribed by its President and Secretary and the Trustees have subscribed their names and affixed their seals the day and year first above written

(Seal)

Byron Kilbourn President
Jackson Hadley Secretary
} of the Rail Road Company

Witness to the execution of
Byron Kilbourn & Jackson Hadley
Wm C Ford
N S Richards

Eugene C Benson
Jas T Soulter
} Trustees

Witness to execution by Eugene C Benson
James T Soulter
R W Lowry
N W Ford

State of New York
City and County of New York ss

Be it remembered that on this Seventeenth day of August One thousand Eight Hundred and fifty four I the undersigned Wm Cleveland Ford a Commissioner residing in the City of New York, duly commissioned and qualified by the executive authority of the and under the laws of the State of Wisconsin to take the acknowledgment of deeds to be used

or recorded therein personally appeared Byron Kilbourn Jackson Hadly Eugene C Benson and James T Soulter to me known to be the persons who executed the foregoing deed and acknowledged the execution thereof by them sealed and subscribed to be their free act and deed for the uses and purposes therein mentioned

In witness whereof I have set my hand and affixed my official seal the day and year aforesaid

Wm Cleveland Ford
Commissioner for Wisconsin in New York

Recorded August 21. 1854. at 5. o'clock P.M.

Chicago St Paul & Fond du Lac R R Co
to
James Winslow

Know all men by these presents that whereas the Chicago St Paul and Fond Du Lac Rail Road Company in and by a certain Indenture of Mortgage bearing date on the first day of August in the year of our Lord One thousand Eight Hundred and fifty Five executed by the said Company to James Winslow of the City of New York Esquire did grant and convey unto the said Locomotive Engines Tenders, Cars, Machinery, Machine Shops, Tools implements wood property & things of every description which might be thereafter acquired for the use, Construction, operation or Conducting of the said road as road which had been at that time acquired, and did further Covenant and agree to and with the said James Winslow that for the benefit of those & whom the bonds secured or intended to be secured by the said Mortgage should be delivered and their assigns, the said Company would at the reasonable request of the said James Winslow and his successors in the trust made and execute all further assurances, Conveyances and instruments needful or proper to assure or convey unto them upon the trusts & conditions in said Indenture contained all the premises thereunto by proper to be granted together with all personal property, furniture & effects acquired or which might be afterwards acquired, and all fixtures which might thereafter appertain to the said road.

And Whereas the said Company has been reasonably requested by the said James Winslow to make and deliver to him a further Conveyance or assurance in pursuance of said Covenant and agreement

Now therefore the said Chicago St Paul & Fond du Lac Rail Road Company in order to carry into effect the said Indenture according to the true intent and meaning and in consideration of the premises and of one Dollar to said Company paid by the said James Winslow the receipt whereof is hereby acknowledged has granted, bargained, sold, Conveyed and transferred and by these presents do grant bargain sell Convey, and transfer, unto the said James Winslow and to his successors in the trust in said Indenture expressed all and singular the Locomotive Engines, tenders, Cars of every kind, machinery of every kind, tools, implements, wood and all property and things whatsoever used for or in Connection with the equipment or with the working operation or Conducting of the said road or which may have been acquired for or towards the Construction equipment operation use or benefit of the said road or any part thereof or for Conveying or facilitating its business

To Have and to hold the same unto the said James Winslow and to his successors in the said trust and to his Heirs and assigns & to the heirs and assigns of such successor forever, but upon the trusts in the said Indenture expressed which by reference thereto will more fully and at large appear

In Witness whereof the said Company has Caused its Corporate Seal to be hereunto affixed and the same to be attested by the Signature of its President and its Treasurer this 20th day of July in the Year 1855

Seal

W B Ogden President

C Butler Treasurer

Signed and delivered in presence of

James R Young

attest W B Ogden Secretary.

United States of America
State of New York, City and County of New York } ss.

Be it remembered That on this Fifteenth day of August in the year One thousand eight hundred and fifty Seven before me the undersigned Edwin F Cory a Commissioner, a resident in the City of New York duly Commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin to take the acknowledgements of deeds & and to be used and recorded therein personally appeared William B Ogden, President and Charles Butler, Treasurer of the Chicago St Paul & Fond du Lac Rail Road Company with whom I am personally acquainted and who are known to me to be the President and Treasurer of said Company, they being each severally duly sworn by me, did depose and say that the Seal which is affixed to the annexed instrument is the Corporate Seal of the Chicago St Paul & Fond du Lac Rail Road Company, that the same was so affixed by order of said Company and that they signed their names as President and Treasurer by like order

Seal

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid

Edwin F Cory
Commissioner for the State of Wisconsin
Office 74 Merchants Exchange New York

United States of America
State of New York } ss.

By this public Instrument be it known to all whom the same doth or may in any wise Concern that I Edwin F Cory a Public Notary in and for the State of New York by Letters patent under the great Seal of State, duly Commissioned and Sworn, residing in the City of New York, do hereby Certify that on the day of the date hereof personally appeared before me William B Ogden, President and Charles Butler Treasurer of the Chicago, St Paul and Fond du Lac Rail Road Company who are to me personally known, who being by me duly Sworn did depose and say that the Seal affixed to the annexed instrument was the Corporate Seal of the Chicago St Paul and Fond du Lac Rail Road Company, that the same was so affixed by order of said Company, and that they severally signed their names as President and Treasurer by like order. I further Certify that I know them to be the President and Treasurer of said Company

In Testimony Whereof I have subscribed my name and Caused the same to be Official Notarial Seal to be annexed affixed the fifteenth day of August in the year of our Lord One thousand Eight hundred and fifty Seven in the 82 year of the Independence of the United States of America

Edwin F Cory
Notary Public of the State of New York

Recorded August 27th 1857 at 4.30 P.M.

La Crosse & Milwaukie Rail Road Co

to

Grant C Benson, James D Smith & Shepherd Knapp

This Indenture made and entered into this fourth day of September in the year of our Lord One thousand Eight Hundred and fifty Seven, between the La Crosse and Milwaukie Rail Road Company a Corporation created by the Legislature of the State of Wisconsin parties of the first part and Grant C Benson, James D Smith and Shepard Knapp Parties all of the City and State of New York parties of the second part. Whereas the said parties of the first part did on the thirty first day of December in the year One thousand Eight hundred and fifty six, duly execute and deliver to the said parties of the second part as Trustees a deed of Trust bearing date on that day wherein and whereby the said parties of the first part for the purpose of securing the payment of certain moneys which the said parties of the first part had determined to borrow, stipulated and provided for the issue of the Bonds of the said La Crosse and Milwaukie Rail Road Company for Ten Millions of Dollars of the date tenor & description in the said deed of Trust particularly set forth and payable principal and interest as therein provided and whereas the said Rail Road Company in and by the said Deed of Trust, granted, bargained, sold, conveyed, and confirmed unto the said parties of the second part all and singular the Roads beds of land which then was or thereafter might be or constitute the site of the Roadway tunnels Engine Houses, Work Shops, depots and other buildings of the said Company and other lands buildings and Estate and property Real and personal and mixed therein specially and particularly described which conveyance was in and by the said Deed of Trust declared to be and was made to the said parties of the second part and the survivors, and survivor successors and successor of them and their and his heirs and assigns in Trust And upon the Trusts terms and conditions therein particularly expressed

And whereas the said parties of the first part did in and by the said Deed of Trust covenant and agree to and with the said Parties the said parties of the second part that the said Rail Road Company would from time to time during the continuance of the Trust make execute and cause to be duly recorded and delivered to the said Trustees or to their successors in the said Trust all such further conveyances and assurances and would do all such further acts as might be of the necessary or proper for more effectually vesting in the said Trustees all such right title interest or Estate both legal and equitable as said Rail Road Company then had or might thereafter acquire of in and to all and every part of the property thereby conveyed or intended to be conveyed.

And whereas the said Rail Road Company had at the time of the execution of the said Deed of Trust or hereof since acquired certain property which was conveyed or intended to be conveyed thereby and of which a further conveyance is deemed proper for more effectually vesting with said Trustees all the title, right interest and estate legal or equitable, which the said Company then had or has since acquired therein

Now therefore Know all men by these presents That the said parties of the first part in pursuance of the Covenants and stipulations in the said Deed of Trust contained and in consideration of the premises and of One Dollar to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have granted bargained sold, conveyed; and confirmed and by these presents do grant bargain sell convey and confirm unto the said parties of the second part all and singular about eleven thousand tons of Iron Rails, being all the Iron rails purchased for and belonging to the said Company and lying at Milwaukie and elsewhere along the line of the road of the said Company or whereon the same or any portion thereof may be, and not actually laid down in the track thereof, and all and singular the Locomotives, Cars, Engines, tools materials Lumber, Office Furniture, and personal Property of every description belonging to the said Company wherever the same may be,

To have and to hold all and singular the property hereby conveyed or intended to be conveyed to the said parties of the second part and the survivors or survivor of them their successors and successor and their and his heirs and assigns upon the like trusts terms and conditions, as are in the said Deed of Trust, contained, and all the powers and authority granted to the said parties of the second part in and by the said Deed of Trust in relation to the property conveyed thereby and in relation to the sale, conveyance, and disposal thereof, and in relation to the disposition and application of the proceeds of such property in case of sale as hereby expressed upon, granted to and vested in the said parties of the second part in relation to the property hereby conveyed, as fully and effectually as if the property hereby conveyed had constituted a part of the Roadway of the said Company described in the said Deed of Trust at the date thereof and the said parties of the second part are hereby charged with all the duties in relation to the property hereby conveyed, and the sale and disposition thereof, and of the proceeds thereof in case of sale thereof, with which they are charged in relation to the property conveyed or intended to be conveyed by the said Deed of Trust, And the said parties of the second part may and they are hereby authorized and required to treat the property hereby conveyed in the same manner and to hold the same upon the same terms trusts and conditions and for the same purposes as the property mentioned in the said Deed of Trust, and not otherwise and may take possession thereof and sell and dispose of the same in the same manner, at the same time and upon the same conditions as they may take possession of and sell and dispose of the property in said Deed of Trust mentioned and as a part thereof and not otherwise, and it is hereby declared to be the object and intention of these presents and of the parties hereto to subject the property hereby conveyed or intended to be conveyed and every part thereof to the operation of the said Deed of Trust and each and every stipulation and covenant therein contained as fully and effectually to all intents and purposes as if the said property hereby conveyed or intended to be conveyed had at the time of the execution of the said Deed of Trust constituted a part of the property thereby conveyed and had then been embraced in and conveyed thereby

In witness whereof said Rail Road Company has hereto affixed its Corporate Seal and caused the same to be subscribed by its President and Secretary the day and year first above written

Seal

In presence of
H A Peabody
E S Whaling

Wm Ketchum President
J Wadley Secretary of the
Rail Road Company

State of Wisconsin
Milwaukie County } ss.

On the fourth day of September in the year One thousand Eight hundred and fifty seven before me came Byron Kilbourn the President of the La Crosse and Milwaukie Rail Road Company in whom I am personally acquainted and who by me being duly sworn says that he resides in the City of Milwaukie in said County and that he is President of the La Crosse and Milwaukie Rail Road Company that the seal affixed to the foregoing indenture is the Common and Corporate seal of the said Rail Road Company and was affixed to said indenture by order of the Board of Directors of said Company for the uses and purposes therein expressed and that he by like order did subscribe his name thereto as President of said Company and that Jackson Hadley as Secretary of said Company subscribed his name thereto by like order and authority

H L Palmer
Notary Public
Milwaukie County

Recorded Sept 1857 at 8 A.M.

La Crosse & Milwaukie Rail Road Company
to
Grant C. Bronson & James D. Sutter

This Deed of Trust made this Seventeenth day of August in the year of our Lord Eighteen hundred and fifty seven between the La Crosse and Milwaukie Rail Road Company a Corporation Created by the legislature of the State of Wisconsin party of the first part and Grant C Bronson and James D Sutter of the City and State of New York trustees as hereinafter mentioned parties of the second part

Whereas said Rail Road Company for the purpose of Constructing its Road has determined to borrow a sum of money not exceeding One million of Dollars, and to issue not exceeding One thousand of its bonds for the repayment of the sums which may be borrowed, with interest thereon which bonds are to be numbered respectively from one to one thousand both inclusive and are to be substantially in the following form to wit

United States of America
No. State of Wisconsin $ 1000.

Know all men by these presents that the La Crosse and Milwaukie Rail Road Company, acknowledge themselves indebted to the bearer hereof in the sum of One thousand Dollars, for money borrowed for the Construction of their road, which sum they agree to pay to the bearer hereof on the first day of September in the year of our Lord 1870. at the Bank of the Republic in the City of New York, with interest at the rate of Eight per cent per annum, payable in the City of New York semi annually on the first day of March and the first day of September in each year on presentation and delivery of the interest warrants or Coupons hereto annexed. The holder of this bond may at any time within five years from the date hereof convert the same into the Capital Stock of this Company, estimating both the bond and the Stock at par, surrendering the bond with the unpaid Coupons This is one of One thousand bonds all of the same tenor and numbered from 1 to 1000 respectively, making in all one Million of Dollars, for securing the payment of which a Trust Deed has been executed by said Company to Grant C Bronson and James D Sutter of the City and State of New York, conveying to them and to certain Charges thereon the rail roads of said Company commencing in the City of Milwaukie and running from thence to Portage City, a distance of Ninety five miles which road has been Constructed, and is now in full operation; and also conveying to them the rail roads of said Company (as soon as that part which has been Constructed as that part which remains to be Constructed) from Watertown by the way of Columbus to Madison (when it connects with the main line of the rail road of said Company) a distance of forty miles, one half of which last mentioned road being the part within Watertown and Columbus, has been Constructed and is now in full operation; together with the equipments and all other things pertaining or which may hereafter pertain to the roads to Company, or either of them; reference to which deed is hereby had and made for a more full description of its Contents.

In testimony whereof said Rail Road Company has caused its Corporate Seal, duly Caused the same to be signed by its President and Secretary this first day of September in the year of our Lord 1857

Secretary President

Registered & Countersigned
this
day of
185

Bonds.

Whereas said Rail Road Company has determined to secure the payment of said Bonds, with the interest thereon in the manner herein provided.

Now Therefore this deed Witnesseth that said Rail Road Company in consideration of the premises and the sum of One Dollar paid by said parties of the second part, has granted, bargained sold, mortgaged and conformed, and does by these presents grant bargain sell mortgage and confirm unto said parties of the second part, all and singular the Rail Road of said Company, commencing in the City of Milwaukie and running from thence to Portage City, a distance of Ninety four miles, which road has been constructed and is now in full operation.

And also the Rail Road of said Company so much thereof as has been constructed as that part which remains to be constructed from Watertown by the way of Columbus to Midland (when it connects with the main line of the rail road of said Company) a distance of forty miles on half of which last mentioned road, being the part between Watertown and Columbus has been constructed and is now in full operation, including all and singular the several tracts pieces or parcels of land which now are, or may hereafter be constituted the site of the roadways, turn outs, engine houses, and Shops, depots and other buildings, and all the other lands and real estate which now constitute or may hereafter constitute or be a part of or appurtenant to said Rail Roads or either of them. And also all and singular the superstructure of said Rail Roads, whether now made or to be made hereafter, and all the engine houses workshops depots and other buildings, and all the other improvements or appurtenances to said Rail Roads or either of them, whether now built or made, or to be built and made hereafter, And also all and singular the Locomotive Engines and other Rolling Stock, and all the other equipments of every kind and description which have already been or may hereafter be procured for or used on said Rail Roads or either of them, and all the materials, tools implements and utensils, and other personal property which have been, or may be hereafter be procured for or used in connection with said Rail Roads or either of them. And also all and singular the rights, liberties, privileges, and franchises of said Rail Road Company, so far as they relate to said Rail Roads from Milwaukie to Portage City and from Watertown by the way of Columbus to Midland aforesaid.

And it is hereby declared to be the intention of the parties to these Presents to convey to and vest in said parties of the second part all the property, real and personal of said Rail Road Company to be acquired hereafter, as well as that which has already been acquired together with all the rights liberties, privileges and franchises of said Rail Road Company in respect to said Rail Roads from Milwaukie to Portage City and from Watertown by the way of Columbus to Midland, as fully and amply as the same might be conveyed if said Rail Roads had already been fully constructed and equipped.

Said Rail Roads from Milwaukie to Portage City to be subject to a first mortgage with seven of Ten Thousand Dollars per mile, amounting

in the aggregate to nine hundred and fifty thousand Dollars, the first eighteen miles of said road from Milwaukie westwards is subject to a second mortgage of One hundred and fourteen thousand Dollars, and the next forty miles of said road westward of the eighteen miles is subject to a second mortgage of two hundred thousand dollars.

To have and to hold all and singular the property real and personal, with the hereditaments and appurtenances, and all and singular the rights, liberties, privileges and franchises hereby granted, or intended to be granted subject to the aforesaid mortgages, to the said parties of the second part, and the survivor and successor of them, and their and his heirs and assigns forever as joint tenants and not as tenants in common. In trust nevertheless and upon the trusts terms and conditions herein expressed.

First. Until default shall be made in the payment of said Bonds, or some of them, or the interest thereon, said Rail Road Company shall be suffered and permitted to hold and enjoy said rail roads, with the equipments and all other things appertaining to the same, and to use the same, and to take and receive the income and profits thereof in the same manner as though this deed had not been made.

Second. In case default for the space of sixty days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, or if default for the like period shall be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds, then and in either of said Cases, it shall be lawful, and said Trustees are hereby authorized in their discretion either in person, or by their attorney or attorneys, agent or agents to enter into and upon and take possession of all and singular the rail roads, and all the other property, real and personal hereinbefore conveyed or intended to be conveyed and to take and receive the income and profits thereof, and to sell all and singular said rail roads and other property with all the rights, liberties, privileges, and franchises of said Rail Road Company, in respect to said Rail Roads from Milwaukie to Portage City, and from Watertown by the way of Columbus to Midland, either at public or private sale and to execute and deliver to the purchaser or purchasers deeds and conveyances which shall vest in such purchaser or purchasers all the estate right, title, and interest whether legal or equitable of said Trustees and said Rail Road Company of in or to said property, rights, liberties, privileges, and franchises and every part and parcel thereof. But before any sale shall be made at Auction notice of such intended sale shall be published once in each week for twelve weeks at the least in two newspapers published in the City of Newport, and in a newspaper published in the City of Milwaukie; And shall any further notice be required by the laws of the State of Wisconsin the same shall be given. And in Case the interest in default shall at any time be equal to the amount of the interest for one year on all the bonds then outstanding, or in Case default shall be made in the payment of the principal sum of money mentioned in said bonds, or any of them, at maturity, then, and in either of said Cases, said Trustees on the written request of the holder or holders of the major part in amount of the bonds then outstanding, shall proceed to make such sales and conveyances as are above mentioned.

Third. Said Rail Road Company covenants and agrees to and with said Trustees and the survivor and successor of them that said Company will from time to time

during the continuance of the trust, make, record and cause to be duly recorded and deliver to said trustees all such further conveyances and assurances, and will do all such further acts and things as may be either necessary or proper for more effectually vesting in said Trustees all such right title interest or estate, both legal and equitable as said Rail Road Company now has, or may hereafter acquire of in or to the and every part of the Property hereby conveyed, or intended to be conveyed, together with all the rights benefits privileges and franchises aforesaid.

Fourth Said Rail Road Company will cause this deed to be duly recorded in all proper places, and will do whatever else may be necessary or proper to give full effect to the conveyance, and will pay and discharge all taxes charges, liens, and other burdens which either now or may hereafter exist or be imposed upon the property hereby conveyed or intended to be conveyed, and the Trustees assume no duty or responsibility in those subjects, or any of them, nor in relation to any other matter or thing except as is herein provided.

Fifth The trust extends only to such bonds as shall be registered and countersigned by the Trustees, and when all of said Bonds shall be satisfied and discharged the trust shall cease. The trust shall also cease at the end of five calendar months after the principal moneys shall fall due on all such bonds as shall not then have been presented for payment, and whenever the trust shall determine and any moneys which may be due to the Trustees shall be paid the Trustees under or to said Rail Road Company all their right title and interest of in and to the trust property.

Sixth Said Rail Road Company will from time to time pay all costs and charges, expenses, and compensation of the Trustees in about or for the execution of the trust, and will in all things keep them fully indemnified and saved harmless from and against all damages, costs and charges, and expenses which they may sustain or be put to in consequence of accepting the trust, or of any thing which may be done or omitted under it, saving only such damages as may arise from the culpable act or neglect of the Trustees.

Seventh The Trustees are hereby authorized to appoint all such Attorneys Counsellors, Clerks, and other Agents, as they may deem proper in the execution of the trust, and shall not be answerable for the defaults or misconduct of such Attorneys, Counsellors, or other Agents, unless charged with culpable negligence in their selection, nor shall the Trustees be responsible for any thing but that of gross negligence or wilful default in the discharge of any of their duties; nor shall either of the Trustees be answerable for the acts, omissions or defaults of his associate.

Eighth All moneys which may be received by the Trustees under the trusts of this deed after deducting therefrom all costs, Counsel fees, charges and other expenses of the Trustees and their Compensation for executing the trust shall be applied to the payment of the bonds which may be issued under the trust, and the surplus if any shall be paid to said Rail Road Company.

Ninth The Supreme Court in the first judicial district of the State of New York may remove either of the Trustees on the application of his associate or of the Rail Road Company, reasonable notice being first given to said Trustee either of the Trustees may resign his trusts, and be thereupon discharged from all further duty or obligation in relation to it, Provided such resignation, after reasonable notice to the President or Secretary of said Rail Road Company and the other Trustee, shall be approved by said Supreme Court, and on the death, removal or resignation of a Trustee said Supreme Court, on reasonable notice to the other Trustee and said President or Secretary may appoint a new Trustee, who shall thereupon acquire and have all right, title, and interest and authority under the trust, and be subject to all duties and responsibilities under the same as fully as though he had been the original trustee and had executed this deed.

Tenth Said trustees hereby accept and covenant and agree to and with said Rail Road Company faithfully to execute said trust.

Seal

In Witness whereof, said Rail Road Company has hereto affixed its corporate seal, and caused the same to be subscribed by its President and Secretary, and the Trustees have subscribed their names and affixed their seals the day and year first above written.

Witness to the execution by Byron Kilbourn & Jackson Kadley
Wm C. Ford
N. C. Richards

Byron Kilbourn President
Jackson Kadley Secretary
of the Rail Road Company

Witness to the execution by Irene C. Benson & James D. Foulter
R. H. Lowry
Wm C. Ford

Irene C. Benson
James D. Foulter
Trustees

State of New York
City and County of New York } ss.

Be it remembered that on this Seventeenth day of August One thousand Eight hundred and fifty three before me the undersigned Wm Cleveland Ford a Commissioner residing in the City of Milwaukie duly commissioned and qualified by the Executive Authority and under the laws of the State of Wisconsin to take the acknowledgment of deeds etc to be used in said State, personally appeared Byron Kilbourn Jackson Kadley Irene C. Benson and James D. Foulter to me known to be the persons who executed the foregoing deed and acknowledged the execution thereof by them sealed and subscribed it to be their free act and deed for the uses and purposes therein mentioned.

In testimony whereof I have set my hand and affixed my official seal the day and year aforesaid.

Seal

Wm Cleveland Ford
Commissioner for Wisconsin
in New York

State of New York
City and County of New York } ss

On this fifteenth day of September 1857 before me the undersigned, Gordon D Ford a Commissioner in and for the State of New York duly commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin to take the acknowledgement and proof of deeds to be recorded therein, personally appeared Byron Kilbourn, President of the La Crosse and Milwaukie Rail Road Company to me and known as the person who by that name subscribed the foregoing deed, and being by me duly sworn did acknowledge depose and say that the Seal affixed to said deed is the Seal of said Rail Road Company, and was affixed to said deed by the order and direction of the board of Directors of said Company, and that he said Kilbourn at the date of said deed was and continues has been the President of said Company, and Jackson Reading at the date of said deed was and continues has been the Secretary of said Company, and that said deed was subscribed by him as the President and by said Reading as the Secretary of said Company and that both of them so subscribed said deed by the order and direction of said Board of Directors, and that said deed is the act and deed of and was executed by said Rail Road Company for the uses and purposes therein mentioned, all which proof and acknowledgement is to me satisfactory

Given under my hand and official Seal the fifteenth of September 1857.

Gordon D Ford
Commissioner for the State of Wisconsin
in and for the State of New York

Recorded September 18th 1857 at 3.30 P.M.

La Crosse and Milwaukie Rail Road Co
and
Selah Chamberlain

Articles of Agreement made and entered into by and between the La Crosse and Milwaukie Rail Road Company a Corporation duly created and existing under and by virtue of the laws of the State of Wisconsin party of the first part, and Selah Chamberlain of the City of Cleveland and State of Ohio, party of the second part, at the City of Milwaukie and State of Wisconsin, the twenty Sixth day of September, in the year of our Lord, One thousand Eight hundred and fifty Seven.

The said party of the first part in consideration of the undertakings and agreements of the said party of the second part herein after contained hereby sells and conveys to the said party of the second part, all its personal property of every name, kind and description, in the State of Wisconsin, except such personal property, as is used in, and is appurtenant to the operation of the Watertown Division of the La Crosse and Milwaukie Rail Road of which said property an inventory and schedule shall be made and attached hereto so soon as the same can conveniently done, And the said party of the first part in consideration of the said undertakings and agreements of the said party of the second part hereby leases and lets to the said party of the second part, from and after the thirtieth day of September in the year 1857 for an indefinite term of time to be determined in the manner hereinafter specified, its entire Rail Road and Rail Road Route from the City of Milwaukie, by way of Unicon and Portage City to the City of La Crosse together with its right of way, depot grounds and all buildings, tenements and fixtures of whatsoever kind or description connected therewith, or appurtenant thereto, together with all estate rights privileges and appurtenances, and franchises connected therewith or belonging or incident thereto subject only to such prior and superior liens as may or do exist thereon, and all existing Contracts, and agreements with any other Company which Rail Road connects with the La Crosse and Milwaukie Rail Road.

It is mutually agreed that the said party of the second part, shall from and after the said 30th day of September and until this Agreement shall be terminated in the manner herein provided operate so much of said Rail Road, as is ready for operation and from time to time such portions of the same as shall be made ready for operation in such manner as will produce the largest amount of net receipts. That the said party of the second part shall during the term aforesaid, keep the said Road and all the Rolling Stock upon the same in good and thorough repair; and that the said Party of the second part shall receive and appropriate in the manner hereinafter provided all the receipts or income to be derived from the operation of said Rail Road.

It is further mutually agreed that the said party of the second part may, if it shall be found for the interest of said Company, by additional Rolling Stock, and appropriate the receipts of said Rail Road to the payment for the same.

The said party of the second part hereby undertakes and agrees that he will defray all the current costs and expenses of keeping said Rail Road and Rolling Stock in good and thorough repair and all the Costs and expenses of operating the said Rail Road, and that he will by the fifteenth day of every month, make out and deliver to said party of the first part a correct statement, exhibiting the total receipts and incomes of said Rail Road from all sources, during the next preceding month, also the Cost and expense during such month, of Rolling Stock purchased and of

Keep in said Rail Road and Rolling Stock in repair, and the Expenses of operating said Rail Road, and also exhibiting the net receipts from said Rail Road after deducting such cost and expense of Rolling Stock and repairs and of operating and that he will at any time on demand of said Company, or its President and Secretary furnish to the person demanding the same a statement in detail of the items of which such statement is composed, and any officer or agent of said Company authorized by said Company to do so, shall at any time have the right to examine the accounts of said party of the second part, relating to the repair of said Rail Road and Rolling Stock, and the operating of said Rail Road.

And the said party of the second part further undertakes and agrees that the said net receipts after deducting the cost and expense of repairs and operating as exhibited by the said monthly Statements as aforesaid shall be appropriated by him in the manner following to wit

1st

To the payment of all Coupons hereafter becoming due, upon nine hundred and fifty thousand dollars of the bonds of said Company, secured by a first mortgage or deed of Trust of said Rail Road from Milwaukee to Portage City, bearing date June 15th A.D. 1854 together with the Sinking Fund provided for by a supplemental mortgage or deed of Trust bearing date February 6th 1856. Except such of said Coupons as are payable November 1st 1857, and the sinking fund of forty thousand dollars payable Nov. 1. 1857.

2d

To the payment of all Coupons hereinafter becoming due on one hundred and fourteen thousand dollars of bonds of the City of Milwaukee issued to the Milwaukee, Fond du Lac, and Green Bay Rail Road Company, secured by a second mortgage or deed of Trust, on a part of said Rail Road, which mortgage or deed of Trust bears date on the first day of September A.D. 1853.

3d

To the payment of all Coupons hereinafter becoming due on Two Hundred Thousand dollars of the bonds of the City of Milwaukee, issued to the La Crosse and Milwaukee Rail Road Company secured by a second Mortgage or deed of trust on a part of said Rail Road which mortgage or deed of Trust bears date the thirtieth day of July A.D. 1854.

4th

To the payment of all Coupons hereafter becoming due on one million of Dollars of the bonds of said Rail Road Company secured by mortgage or deed of trust on the Rail Road of said Company from Milwaukee to Portage City, and from Watertown to Middleton bearing date the _____ day of _____ A.D. 1857

5th

What ever balance of said net receipts as aforesaid shall remain after the Payment of said Coupons and sinking fund shall be applied by said party of the second part in payment of the amount due, or hereafter to become due to him, by virtue of a certain Contract between said parties dated January 20th 1857 a supplemental Contract between said parties dated April 20th 1857 * and the one entered into simultaneously herewith, he is or shall be entitled to receive, or whenever at any time the said party of the first part shall pay to him, any balance which at such time he should be entitled to receive according to the terms and conditions of the said Contracts that he will surrender up to said party of the first part the quiet and peaceable possession of the whole and any part of the said Rail road together with its right of way, depot grounds, and all building tenements and fixtures of whatsoever kind or description connected therewith or appurtenant thereto in good repair, together with all estate, rights, privileges, franchises and appurtenances, connected therewith or belonging, or incident thereto, including all the Rail road buildings, tenements, fixtures and appurtenances contributed, and all rolling stock and other personal property put upon said roads by said party of the second part by virtue of this Contract, and that he will remove and deliver to said party of the first part, all personal property hereby conveyed, which shall not have been worn out, destroyed or consumed in the Construction or operation of said Rail Road, and that he will convey and deliver to said party of the first part all personal property, which shall have been acquired for said Rail road in pursuance of this Contract, or with the means derived from the receipts from said rail roads, and that he will at such time deliver on the line of said Rail road, to said party of the first part, Fifteen Thousand Cords of wood, and that whenever the said party of the second part shall have received as aforesaid such sum as he should be entitled to as aforesaid, or whenever such balance shall be paid as aforesaid this Contract shall cease and determine, and from thence forth shall be null and void.

In testimony whereof the said party of the first part hath caused these Presents to be signed by its President and Secretary and its Corporate Seal to be hereto affixed and the same acknowledged by said party of the second part.

La Crosse and Milwaukee Rail Road Company
by Wm Robinson President
S. Chamberlain Secretary

Signed Sealed and delivered in presence of
N. L. Palmer.
S. M. Beard

State of Wisconsin
Milwaukee County } ss

Be it remembered that on this _____ day of _____

Recorded Sept 28th at 8 o'clock P.M.

Milwaukee Co

Repair said Rail Road and Rolling Stock in repair, and the Standing Expenses of operating said Rail Road, and also exhibiting the net receipts from said Rail Road after deducting such cost and expense of Rolling Stock and Repairs and of operating and that he will at any time on demand of said Company, or the President and Secretary thereof & the person demanding the same a Statement in detail of the items of which such Statement is composed, and any officer or agent of said Company authorized by said Company to do so, shall at any time have the right to examine the accounts of said party of the second part, relating to the Repair of said Rail Road and Rolling Stock, and the operating of said Rail Road.

And the said party of the second part further undertakes and agrees that the said net receipts after deducting the cost and expense of Repairs and of operating as exhibited by the said monthly Statements as aforesaid shall be appropriated by him in the manner following viz

1st

To the payment of all Coupons hereafter to become due, upon nine Hundred and fifty thousand dollars of the bonds of said Company, secured by a first mortgage or deed of Trust of said Rail Road from Milwaukie to Portage City, bearing date June 18th A.D. 1854, together with the Sinking Fund provided for by a supplemental mortgage or deed of Trust bearing date February 6th 1856. except such of said Coupons as are payable to Secretary of the Sinking Fund of Forty thousand dollars payable Nov 1. 1857

2d

To the payment of all Coupons hereinafter to become due on one Hundred and Fourteen thousand dollars of bonds of the City of Milwaukie issued to the Milwaukie, Fond du Lac, and Green Bay Rail Road Company, secured by a second mortgage or deed of Trust, on a part of said Rail Road, which mortgage or deed of Trust bears date on the first day of September A.D. 1853.

3d

To the payment of all Coupons hereinafter to become due on Four Hundred Thousand dollars of the bonds of the City of Milwaukie, issued to the La Crosse

* or a certain contract between said Parties dated November 20th 1856, or of a contract modifying said Contracts entered into between said parties simultaneously with this Contract, except such as may become due for work which shall be hereafter done between New Lisbon and La Crosse which is to be paid for from the means of said Company other than said Income

And the said party of the second part further undertakes and agrees, that whenever he shall have received from the net earnings of the said Railroad, such sum as by the terms and conditions of the aforesaid Contracts for the Construction of said Rail Road bearing date respectively November 20th 1856, January 20th 1857 April 30th 1857 supplemental Contract between said parties dated August 20th 1857 are entitled to receive, he will enter into simultaneously herewith, he is or shall be entitled to receive, or when ever at any time the said party of the first part shall pay to him, any balance which at such time he shall be entitled to receive according to the terms and conditions of the said Contracts that he will surrender up to said party of the first part the quiet and peaceable possession of the whole and every part of the said Rail road together with its Rights of way, depot grounds, and all buildings tenements and fixtures of whatsoever kind or description connected therewith or

appurtenant thereto in good repair, together with all estate, rights, privileges, franchises and appurtenances, connected therewith or belonging, or incident thereto, including all the Rail Road buildings, tenements pictures and appurtenances constructed, and all rolling stock and other personal property put upon said roads by said party of the second part by virtue of this Contract, and that he will resume and deliver to said party of the first part, all personal property hereby conveyed, which shall not have been worn out, destroyed or consumed in the Construction or operation of said Rail Road, and that he will convey and deliver to said party of the first part all personal property, which shall have been acquired for said Rail road in pursuance of this Contract, or with the means derived from the receipts from said rail roads, and that he will at such time deliver on the line of said Railroads, to said party of the first part, Fifteen Thousand Cords of wood, and that whenever the said party of the second part shall have received as aforesaid such sum as he shall be entitled to as aforesaid, or whenever such balance shall be paid as aforesaid this Contract shall cease and determine, and from thenceforth be shall be null and void.

In Witness whereof the said party of the first part hath caused these Presents to be signed by its President and Secretary and its Corporate Seal to be hereto affixed and the same as signed by said party of the second part

La Crosse and Milwaukie Rail Road Company
by Byron Kilbourn President
S. Chamberlain
Secretary

Signed Sealed and delivered in presence of
N. D. Palmer.
S. M. Beard

State of Wisconsin
Milwaukie County

Be it remembered that on this twenty sixth day of September in the year One thousand Eight hundred and fifty seven before the subscriber a notary Public residing in the City of Milwaukie, personally appeared Byron Kilbourn & Sam Chamberlain who being by me duly sworn said that he resides in the City of Milwaukie, Wisconsin, that he is the President of the La Crosse and Milwaukie Rail Road Company, that the seal affixed to the annexed instrument is the common and corporate seal of the said Company and was affixed thereto by their authority, and that he as President and Jackson Kadley as Secretary subscribed their names thereto by like authority, and on the same day before me personally appeared Sam Chamberlain to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same freely for the uses and purposes therein mentioned

N. D. Palmer
Notary Public
Milwaukie Co

Recorded Sept 28th at 8 o'clock P.M.

La Crosse & Milwaukee Rail Road Company
to
S. Albert Wolfenstein.

Deed of Trust.

This Deed of Trust made this Twenty Sixth day of September in the year of Our Thousand Eight Hundred and fifty Seven (1857) between the La Crosse and Milwaukee Rail Road Company, a Corporation Created by the Legislature of the State of Wisconsin Party of the first part and S. Albert Wolfenstein, Trustee as herein after mentioned of the City of Milwaukee and State of Wisconsin Party of the second part.

Whereas the said La Crosse and Milwaukee Rail Road Company in pursuance of their Corporate Powers are now engaged in Constructing a rail Road from Madison by the way of Portage City to the City of Prescott at the mouth of the St Croix River or Lake, about to the City of La Crosse on the Mississippi River, and for the purpose of Constructing the said Roads and purchasing supplies materials and machinery therefor and putting the same in operation, the Company has determined to borrow a sum of money not exceeding One Million of Dollars and to issue its bonds for the repayment of the money which may be borrowed with the interest thereon, Five Hundred of which bonds (exclusive of the numbering and interest warrants or coupons) will be substantially in the following form.

United States of America
State of Wisconsin
The La Crosse and Milwaukee Rail Road Company.

Know all men by these presents that the La Crosse and Milwaukee Rail Road Company acknowledge themselves to be indebted to the bearer hereof in the sum of One thousand Dollars, Lawful money of the United States for money borrowed for the Construction of their road from Madison to the City of Prescott on the St Croix River or Lake and from Portage City to the City of La Crosse which sum they agree to pay to the bearer hereof on the first day of October in the year of our Lord 1860 at the Bank of the Republic in the City of New York with interest at the rate of Eight per Centum per annum payable in the City of New York Semi annually on the first day of April, and the first day of October in each year on presentation and delivery of the Interest warrants or Coupons hereto annexed. This is one of Five Hundred Bonds all of the same tenor and numbered from 1 to 500 respectively which with ten thousand bonds for the sum of One hundred Dollars each numbered from 1 to 2000 respectively and Five Hundred Bonds for the sum of Five Hundred Dollars each numbered from (1) one to Five hundred (500) respectively make in the aggregate the sum of One Million of Dollars to secure the payment of all which Bonds, a Deed of Trust has been executed by said Rail Road Company to S. Albert Wolfenstein, Conveying all such interest as said Rail Road Company has acquired or may hereafter acquire in all the Lands in said Deed of trust described, and also Conveying all such interest as said Rail Road Company has acquired or may hereafter acquire in said Rail Roads from Madison to Prescott and in the Road from Portage City to La Crosse with all the equipment and other things pertaining to said roads, Reference to which Trust Deed bearing date

the 26th day of September 1857 is hereby had for a more full description of said Lands, roads and other property and the interest thereby Conveyed to said Trustee

In witness whereof said Rail Road Company has caused these presents to be signed by its President and Secretary and its Corporate Seal to be hereto affixed the first day of October in the year of our Lord 1857

President
Secretary

Registered and Countersigned by the Trustee this day of 18

Trustee

and two thousand of which bonds will be in the like form but for the sum of One Hundred Dollars each and five hundred of which Bonds will be in the like form but for the sum of Five Hundred Dollars each.

And whereas said Rail Road Company has determined to secure the payment of said bonds as may be issued as aforesaid in the manner herein provided

Now therefore this deed witnesseth that the said Rail Road Company in Consideration of the premises and of the Sum of One Dollar paid by said party of the second part, has granted, bargained, sold Conveyed and Confirmed and do by these presents, Grant, bargain, sell, Convey, and Confirm unto said party of the second part all and singular the several tracts pieces or parcels of land which now are or may hereafter be or constitute the site of the roadway Turnouts, Engine Houses, workshops, depots and other buildings and all the other lands and real estate, which now constitute or may hereafter constitute or be a part of the Roads of said rail Road Company from Madison by way of Portage City to the City of Prescott and from Portage City to the City of La Crosse, and also all and singular the superstructure of said roads, whether now made or to be made hereafter, and all the engine Houses, workshops, depots and other buildings and all the other improvements on or pertaining to said roads whether now built and made or to be built and made hereafter, And also all and singular the Locomotive Engines and other rolling Stock and all the other equipments of every Kind and description which have already been or may hereafter be procured or used on said roads or either of them, and all the materials stock, implements utensils and other personal property which have been or may be procured in connection with said roads or either of them, and also all and singular the rights, Charters privileges and franchises of said rail road Company of every Kind and description relating to said Roads, also all those certain pieces or parcels of land situate and lying in the County of Pierce and State of Wisconsin and described as follows The undivided half of the South East quarter and the East half of the South West Quarter of Section No three (3) Township No Twenty six (26) North of Range No Twenty (20) West, Containing One Hundred and Ninety two acres (192 acres) also the undivided half of One Hundred and Ninety two (192 acres) of land in Sections three (3) & four (4) in the Town & Range last aforesaid and particularly described in a deed thereof from George Wm Murphy and wife, to the said party of the first part dated the twenty ninth (29th) day of August A.D. 1857, also the undivided half of the South West quarter of Section Three (3) in Township Number Twenty Six (26) North of Range Twenty (20) west Containing One Hundred and fifty four acres (154 acres) Being

the same land Conveyed to the said Company by James R Rice and wife by deed bearing date the twenty Eighth 28th day of August AD 1857 all the undivided half of One Hundred and four 6/100 acres (104 6/100) acres in Section two (2) and three (3) of the town and range last aforesaid and bearing the the same lands Conveyed to the said party of the first part by Ephraim Hamsbergh by Deed dated the twenty Seventh day of August AD 1857 also ninety acres 90 acres of land in Section Eleven (11) and twelve (12) in the town and range last aforesaid being the same lands Conveyed to the said party of the first part by Lewis M Hansbergh by deed dated the twenty eighth (28th) day of August AD 1857, and to which deed reference is made for a more particular description thereof, also the undivided half of Seventy five acres (75 acres) of land in Section twenty four (24) in the Town and range aforesaid and being the same land Conveyed to the said Company by Pembroke & Wife deeds by deed dated the Twenty Fifth day of August AD 1857 and to which deed reference is made for more particular description thereof, also the undivided half of three hundred and twenty (320 acres) in Section No One (1) in Township Twenty Six (26) North of Range Twenty (20) west Conveyed to the party of the first part by O. T Mayhew, also the undivided half of One hundred and Sixty (160 acres) in Section No Two (2) in the same Town and range Conveyed to the said party of the first part by S W Wright. also the undivided half of Three Hundred acres (300 acres) in Section number two (2) and three (3) in the same Town and range Conveyed to the said Party of the first part by William L Capp, also the undivided half of Seventy four acres (74 acres) in said Section No two (2) and three (3) in the same Town and Range Conveyed to the said Party of the first part by John C McMurphy, also the undivided half of One Hundred (100 acres) in Section Dow (10) in the same Town and Range Conveyed to the said party of the first part by Hilton Doe, also the undivided half of One hundred and fifteen 116 acres in Section Ten (10) and the undivided half of fifteen (15 acres in Section fifteen (15) in the same town and range Conveyed to the said party of the first part by Henry Frazer, also the undivided half of Seventy acres (70 acres) in Section 10 in the same Town and range Conveyed to the said Party of the first part by William Towns and Ferdinand Beach, also the undivided half of Eighty acres (80 acres) in Section Eleven (11) in the same Town and range Conveyed to the said party of the first part by Elizabeth, Isaac, Jane & Susan Johnson, also the undivided half of Ninety three acres (93 acres) in Section town and range last aforesaid Conveyed to the said party of the first part by Isaac J Fastie, also the undivided half of Seventy five acres (75 acres) in the Section town and Range last aforesaid Conveyed to the said Party of the first part by Peter Fox, also the undivided half of Eighty acres (80 acres) in Section Eleven (11) and Twelve (12) in the same Town and range Conveyed to the said party of the first part by S. O McKeen; also the undivided half of Seventy (70 acres) in Section number Twelve (12) in the same town and range, Conveyed to the said party of the first part by Allen N Weld, and also all the right title and interest of the said party of the first part legal or equitable and present or prospective of in and to all the lands hereinbefore described and of in and to any other lands in the County of Pierce aforesaid

To Have and to Hold all and singular the property real and personal with the hereditaments and appurtenances, and all and singular the rights Liberties, privileges and franchises hereby Conveyed or intended to be Conveyed to the said party of the second part and his successors and assigns forever in trust nevertheless for the uses and purposes and upon the Trusts terms and conditions hereinafter expressed.

First. Until default shall be made in the payment of said bonds or some of them or the interest thereon said Rail Road Company shall be suffered and permitted to possess hold and enjoy said roads hereinbefore described with the equipments and all other things appertaining to said roads and use the same and receive the income and profits thereof in the same manner as though this deed had not been made.

Second. In case default for the space of Sixty days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, it shall thereupon be lawful, and said Trustee is hereby authorized and empowered in his discretion to sell at public or private sale for the best price which can be obtained for the same all or any portion of the lands hereinbefore described for the purpose of obtaining the necessary funds to satisfy such default, and may appoint one or more agent or attorneys to make such sale, execute conveyances to the purchasers, and receive the purchase money, and if the sum in default shall at any time be equal to the amount of the interest for one year on all the bonds then outstanding and the same cannot be satisfied within a reasonable time, by such sales of lands, or if default shall be made in the payment of the principal sum of said bonds at maturity said Trustee may thereupon in his discretion either in person or by his attorney or attorneys, agent or agents, appointed for that purpose as aforesaid, and upon, and take possession, of all and singular the said roads hereinbefore described, or any part or division thereof, and all the other property, real and personal hereinbefore conveyed or intended to be conveyed and may operate said road, and take and receive the income and profits thereof, and may sell all and singular the said roads, and all the other property real and personal, hereby conveyed or intended to be conveyed either at public or private sale, and execute and deliver to the purchaser or purchasers, deeds and conveyances which shall vest in such purchaser or purchasers, all the estate right title and interest both legal or equitable of said Trustee and said Rail Road Company of in or to said property and every part and parcel thereof including the rights Liberties privileges and franchises of said Rail Road Company in respect to the roads which may be sold as aforesaid, but before any sale of the said lands or roads or either of them or any part thereof or the rights Liberties, privileges or franchises aforesaid shall be made at Auction notice of such intended sale shall be published once in each week for twelve weeks at the least in two newspapers published in the City of New York and in three newspapers at the least published in the State of Wisconsin one of which shall be published in the City of Milwaukee and shall any further notice by required by the laws of the State of Wisconsin the same shall be given

Third. Said Rail road Company will cause this deed to be duly recorded in all proper places and will satisfy and discharge all taxes, charges, liens and other burdens which either now or may hereafter be imposed or rise on the whole or any part of the property hereby conveyed or intended to be conveyed and said Trustee assumes no duty or responsibility on these subjects, or relation to any other matter except as herein provided

Fourth

Said Trustee may appoint all such attorneys, Counsellors, Clerk and other Agents as he may deem proper in the Execution of the Trust and shall not be answerable for the defaults or other misconduct of such Attorneys Counsellors Clerks or other Agents unless chargeable with culpable negligence in their selection and further the Trustee shall not be answerable or responsible for anything short of gross negligence or wilful defaults in the discharge of his duties.

Fifth

This trust extends to such bonds and such only as shall be registered and countersigned by said Trustee and when all of said Bonds shall be satisfied and discharged the trust shall cease. The trust shall also cease at the end of Six Calendar months after the principal moneys shall fall due on all such bonds as shall not then have been presented for payment, and whenever the trust shall determine and any moneys which may be due to the trustee shall be paid the Trustee will convey to said Rail Road Company all his right title and interest of in and to all of said trust property, which may not then have been previously disposed of in pursuance of the trust

Sixth

The Supreme Court of the State of Wisconsin may remove the Trustee on the application of the Rail road Company reasonable notice being first given to such Trustee, Any trustee may resign his trust and thereupon forever be discharged from all further duty & obligation in relation to it provided such resignation after reasonable notice to the President or Secretary of said Rail Road Company shall be approved by said Supreme Court. If at any time the Trustee shall die remove or resign the Trust the said Supreme Court on reasonable notice to said President or Secretary may appoint a new trustee who shall thereupon acquire and have all right title interest and authority under the trust and subject to all duties responsibilities in relation to the same as fully as though he had been originally named as a Trustee and had executed this deed.

Seventh

Said Rail Road Company will from time to time pay all such costs charges and expenses as the Trustee may sustain or be put to, in the execution of the trust and keep him fully indemnified in the premises

Said Trustee hereby accepts and Covenants and agrees to and with said Rail Road Company faithfully to execute said trust and said Rail Road Company Hereby Covenants and agrees to and with said Trustee his successors and successors that said Rail road Company will from time to time during the continuance of the trust make, execute cause to be fully recorded and deliver to said Trustee or the person or persons who shall then be Trustee all such further assurances and documents and will do all such further acts as may be either necessary or proper for more effectually vesting in said Trustee all such rights title interest or estate both legal and equitable as said Rail Road Company now has or may hereafter acquire of in or to all and every part of the property Hereby Conveyed or intended to be Conveyed

Seal

In witness whereof the said Rail Road Company has caused these presents to be subscribed by its President and Secretary and its Corporate Seal to be affixed hereto and the Trustee has subscribed his name and affixed his seal the day and year first above written

Byron Kilbourne President

Jackson Hadley Secretary of the Rail Road Company

S. Albert Helfenstein Trustee Seal

In the presence of
Thomas W Reaver
J Chamberlain

State of Wisconsin }
County of Milwaukee } ss

Be it remembered that on this twenty sixth day of September in the year One Thousand Eight hundred and fifty Seven before the subscriber a Notary Public residing in the City of Milwaukee personally appears Byron Kilbourne to me known who being by me duly sworn said that he resides in the City of Milwaukee, Wisconsin that he is the President of the La Crosse and Milwaukee Rail Road Company that the seal affixed to the annexed instrument is the common and corporate seal of said Company and was affixed thereto by their authority, and that he as President and Jackson Hadley as Secretary subscribed their names thereto by like authority, and on the same day before me personally appeared S. Albert Helfenstein described in and who executed the foregoing instrument and acknowledged that he executed the same freely for the uses and purposes therein mentioned and I certify that the person who made such acknowledgment is known to me to be the individual described in and who executed said instrument

N. L. Palmer
Notary public
Milwaukee, Wis

Recorded Sept 28th at 5 o'clock P.M.

Milwaukee & Mississippi Rail Road Company
and
Isaac Seymour

This Indenture made this Sixteenth day of September in the year of our Lord One thousand Eight hundred and fifty three between the Milwaukee and Mississippi Rail Road Company a corporation duly constituted as such by the Laws of the State of Wisconsin parties of the first part and Isaac Seymour of the City of New York party of the second part

Whereas the parties of the first part pursuant to the terms of the Statute incorporating them and of other Statutes of said State affecting them have constructed a Rail Road from the City of Milwaukie on Lake Michigan to the Mississippi River in the State of Wisconsin, and for that purpose have incurred certain indebtedness in and about the purchasing and transporting the Rails and Machinery thereof and for aiding the Construction of said road, and in order to raise money for the payment and liquidation thereof have resolved to execute certain Bonds with interest warrants or Coupons annexed as hereinafter mentioned to the amount of One hundred Thousand Dollars, said Bonds to be issued in amounts of One Thousand Dollars each numbered from one (1) to Six hundred both inclusive to the person or persons lending such money, the same to be dated made payable in the City of New York on the first day of November, One thousand Eight Hundred and Sixty two, and bearing interest from that date at the rate of ten per cent per annum payable semi annually on the first days of each November and May ensuing the date hereof in the City of New York until the principal shall be paid. Such bonds to be dated on the Sixteenth day of September in the year of our Lord one thousand eight hundred and fifty three, and to be on an equality so far as regards security for the payment thereof by these presents, notwithstanding the same may be issued at different times, each of said Bonds to be authenticated by a certificate signed by said party of the second part.

Now therefore this Indenture witnesseth that the said parties of the first part in order to secure the payment of said Bonds and Interest, and in consideration of the sum of one dollar to them, at the ensealing and delivery hereof in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell, transfer and convey to the said party of the second part, his successors or successors in the trust hereby created and assigns, all the general and personal property and estate of the said parties of the first part, that is to say, All of that said Road lying in and between the City of Milwaukee on Lake Michigan and the east Bank of the Mississippi River at Prairie du Chien in the State of Wisconsin aforesaid including the right of way and land occupied by said Road, together with the superstructure and tracks thereon and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments necessary depot grounds and buildings thereon, belonging to the parties of the first part, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures and all other personal property appertaining to said line of Road and now belonging to the said parties of the first part, or hereafter to be acquired by them and all right thereto and interest therein, and also all future right thereto and interest therein to be acquired by the parties of the first part together with the name and functions appertaining to the said road, tolls rents

and income to be had or levied therefrom and all corporate and other franchises rights and privileges of the said parties of the first part of in and to or concerning the same, subject however to certain mortgages heretofore executed by the parties of the first part in the month of June One thousand Eight hundred and fifty two and in the month of April One thousand Eight hundred and fifty three, to secure certain mortgage bonds amounting in the aggregate to one million two hundred and fifty thousand dollars, which mortgages cover and are liens upon portion of the said Road extending from Milwaukie to the Wisconsin River only, and subject also to a certain other Sinking fund Mortgage dated the first day of June One thousand Eight hundred and fifty five to secure bonds hereafter issued thereunder to the Amount of One million two hundred and fifty thousand Dollars and to secure other Bonds to the further amount of One million two hundred and fifty thousand dollars to be issued hereafter by virtue of certain reservations and provisions contained in said mortgage and to be used and applied for the purpose of paying or exchanging for the before mentioned Mortgage Bonds of the same Amount issued under the said Mortgages executed in the months of June One thousand eight hundred and fifty two and April One thousand Eight hundred and fifty three, the total amount to be issued under said Sinking fund Mortgage not to exceed Two millions two hundred thousand Dollars, which last mentioned mortgage covers and is a lien upon said Companys line of road from the City of Milwaukie to the Mississippi River But nothing herein Contained shall be Construed as to prevent the parties of the first part from selling hypothecating or otherwise disposing of any City or County Bonds or farm mortgages or other securities received in payment of Stock or otherwise or of any lands or other property of the parties of the first part, not necessary to be retained for the roadway depot grounds and Stations, not required for the Construction or convenient use of said Road nor from granting and conveying absolutely of deeds of suitable certain lots and portions of lots of land at Madison, upon the sides of the track of the road, portions of which are now leased to certain individuals by the parties of the first part and on which buildings have been erected by said individuals for the purpose of furnishing ample storage for grain and goods and facilitating the business of the said Rail Road Company, or any board lots, nor from collecting moneys due the said Company on Stock Subscriptions or otherwise. Nor shall anything herein Contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the Construction use and repair of the said road and of every part thereof, all Stock Subscriptions, Donations or Grants of money lands or other Property which may have been or may hereafter be made for that purpose, but the said parties of the first part shall have full right so to procede without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns. To have and to hold the said premises, real and personal estate and property and every part and parcel thereof with the appurtenances unto the said party of the second part his successor or successors in the trust hereby created and assigns upon the following trusts that is to say, In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any of the said Mortgage Bonds to be issued thereunder at any time when the same shall become due and payable according to the tenor thereof when demanded It being expressly understood and agreed that in default of the payment of the interest or any

that thereupon the said Bonds or any of them at the time limited thereupon that then and in that case the whole principal sum hereby secured and the accrued interest thereupon is hereby declared due and payable) then at the expiration of sixty days from and after such default, failure, neglect or refusal, in case such principal or interest shall not have been paid upon request of the holder of any such Mortgage Bond the said party of the second part his successor or successors in the trust hereby created or assigns, may enter into and upon, and take possession of all and any part of said premises real and personal estate and property, and as the attorney in fact or agent of the said parties of the first part by himself or agents, or substitutes duly constituted hereunder employ the same putting from time to time all needful repairs alterations and additions thereto, and after deducting the expenses of such repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said Bonds issued hereunder remaining unpaid and the said party of the second part his successor or successors in the trust hereby created or assigns in the written request of the holders of at least one half of the said Mortgage Bonds issued hereunder and then outstanding unpaid shall cause the said premises real and personal estate and property rights and franchises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such Mortgage Bonds as may then unpaid to be sold at Public Auction in the City Milwaukee in the State of Wisconsin aforesaid or in the City of New York giving at least ninety days previous notice of the time place and terms of such sale, and of the real and personal property and estate rights and franchises to be sold by advertising the same in two daily newspapers of good circulation published respectively in each of the Cities of Milwaukee and New York aforesaid and wherever else required by law, and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the parties of the first part their successors and assigns and all persons claiming under them of all right interest or claim of in or to said premises real and personal estate and property rights and franchises or any part thereof, subject however to the lien and incumbrance of the aforesaid principal mortgage.

The amount of the bid or purchase money in the said sale may be paid and satisfied in whole or in part by the outstanding Mortgage Bonds or any of them issued hereunder, and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to the value to be ascertained and determined by the rate amount arising from said sale as compared with the outstanding bonds issued hereunder as aforesaid And the said party of the second part shall after deducting from the proceeds of such sale the costs and expenses thereof, and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the surrender of the said outstanding Mortgage Bonds issued hereunder and not used in payment of said bid as aforesaid and shall pay over and retain the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part or any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully carrying into effect the objects hereof particularly by the conveyance of any right interest or property subsequently to the date hereof acquired by said parties of the first part and comprehended or intended to be in the description and terms of this instrument subject however to the provisions of the aforesaid prior mortgage.

And it is mutually agreed and these presents are upon the express condition that on payment of the principal and interest of said Mortgage Bonds issued hereunder, the estate hereby granted to the said party of the second part his successor or successors in the trust hereby created and assigns shall be void, and the right to the premises and real and personal estate and property hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgement of satisfaction, reconveyance or reentry or other act but when the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid and the said bonds duly cancelled the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this Mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied cancelled and discharged of record.

And it is also further mutually agreed that the said party of the second part his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care control and authority and shall not be responsible for the act of any agent or attorney employed by them or them when such agent or attorney is selected with reasonable discretion and that the said party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or service performed by him or them in the discharge of his trust or in case he or they shall be compelled to take possession of said premises and real and personal property and estate or any part thereof or to manage the same. And it is further mutually agreed that in case of the death, mental or civil incapacity or resignation of the party of the second part all his or their right interest power and control in the premises shall be deemed ceased and determined and the same shall from thenceforth for the purposes aforesaid be devolved upon and vested in and all and singular the trusts and duties hereinbefore mentioned and enumerated shall be enforced upon and assumed by Francis B Cutting of the said City of Madison a Counsellor at Law without any other or further assurance or conveyance of or for the same except that in the happening of either of the above named contingencies the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance as such substitute.

And in case of the non acceptance
de
death mental or civil incapacity or resignation of the said Francis B Cutting

of the second hand hereby covenant shall have devolved on him the said parties of the first part shall or in their default for the space of thirty days the holders of a majority of the said outstanding Mortgage Bonds hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new Trustee being a resident of the City of New York and thereupon and upon his acceptance of the trust, such new Trustee shall become vested for the purposes aforesaid with all the right estate property and interest hereby conveyed to or vested in the said party of the second part without any further assurance or conveyance of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further releases or conveyances for that purpose to the end that the true intent object and meaning of this instrument may be fully and faithfully carried into effect

In witness whereof the said parties of the first part as the day and year first aforesaid by order of the Board of Directors have caused to be affixed their Corporate Seal, and these presents to be signed by their President and countersigned by their Secretary at Milwaukie, Wisconsin. And the said party of the second part has also hereunto set his hand and seal

Seal

Edward W. Bradhead
President

Isaac Seymour

In presence of
N. F. Painter
D. C. McDivitt
Sylvester Day as to Isaac Seymour.

Wm Painter, Secretary.

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on this ninth day of September A.D. One thousand eight hundred and fifty seven personally appeared before me a Notary Public duly commissioned in and for said County, Edward W. Bradhead President and William Painter Secretary of the Milwaukie and Mississippi Rail Road Company who being duly sworn did depose and say that they are the President and Secretary of the Milwaukie and Mississippi Rail Road Company that they know the seal of said Company that the seal affixed to the within instrument between the said Company of the first part and Isaac Seymour of the City of New York of the second part is such corporate seal, that it was affixed by order of the Board of Directors of said Milwaukie and Mississippi Rail Road Company and they signed their respective names thereto as President and Secretary by the like order and thus acknowledge the execution thereof for the purposes therein specified. And I certify that the persons who make the said acknowledgment are known to me to be the individuals described in and who executed the said instrument

Seal

With my hand and official seal this ninth day of September One thousand Eight hundred and fifty seven

W. W. Pinch. Notary Public
Milwaukie County, Wisconsin

State of New York
City and County of New York } ss.

Be it remembered that on this 21st day of September A.D. One thousand Eight hundred and fifty seven before me Sylvester Day a commissioner duly appointed by the Governor of the State of Wisconsin and authorized to take depositions acknowledgements to be used and recorded therein personally appeared Isaac Seymour known to me to be one of the persons who executed the foregoing instrument and he acknowledged to me the execution thereof by him Sealed and subscribed as his free act and deed for the uses and purposes therein mentioned

Seal

In witness whereof I have hereunto set my hand and affixed my official seal at the City of New York the day and year aforesaid

Sylvester Day
Commissioner for the State of Wisconsin
16. Wall Street
N.Y.

Recorded Sept 29th at 7 o'clock P.M.

La Crosse & Milwaukee Rail Road Company
And
D. C. Brueman.

Articles of agreement made and entered into by and between the La Crosse and Milwaukee Rail Road Company a Corporation duly Created and existing under and by virtue of the Laws of the State of Wisconsin party of the first part and D C Brueman of the City of Milwaukee and State of Wisconsin Party of the second part in this Thirtieth day of September in the year of Our Lord one Thousand Eight Hundred and fifty Seven

Witnesseth

That said party of the first part in consideration of the undertakings and agreements of the said party of the second part hereinafter contained hereby sells and conveys to the said party of the second part all the personal property of every name Kind and description in the State of Wisconsin used in and appertenant to the operation of the Watertown Division of the La Crosse and Milwaukee Rail Road of which said property an inventory and schedule shall be made and attached hereto so soon as the same conveniently be done.

And the said party of the first part in consideration of the Undertakings and agreements of the said party of the second part hereinafter contained does hereby Demise Lease and set unto the said party of the second part from and after the date of these presents for the full term of One year thence next ensuing, as hereinafter provided the Entire Rail Road and Rail Road Track from the City of Milwaukee by the way of Watertown and Columbus to Portland in the County of Columbia, and commonly called and known as the Watertown Division of the La Crosse and Milwaukee Rail Road together with the right of way Depot grounds, and all buildings tenements and fixtures of what soever Kind or description connected therewith or appertenant thereto together with all estate right, priviledges franchises and appurtenances connected therewith or belonging or incident thereto subject only to such prior or superior liens as may or do exist thereon and all existing contracts or agreements with any other Company whose Rail Road connects with the said Watertown Division of the La Crosse and Milwaukee Rail Road.

It is mutually agreed that the said party of the second part shall from and after the date of these Presents and until the expiration or other determination of this Lease as herein provided operate so much of the said Rail Road thereby Leased and is ready for operation and from time to time such other portions of the said Road as may be made ready for operation in such manner as hereinafter provided the largest amount of net receipts

That the said party of the second part shall during the time aforesaid Keep the said Road thereby Leased and all the Rolling Stock upon the same in good and thorough repair, and that the said party of the second part shall receive and appropriate in the manner herein after provided all the receipts or income to be derived from the operation of said Rail Road. And it is further mutually agreed that the said party of the second part may if it shall be found for the interest of the said Company and with the consent of the said Company purchase additional Rolling Stock and appropriate the receipts of the said Rail Road to the payment to be made therefor.

The said party of the second part undertake and agree that he will during all the current Cost and Expenses of Repairing said Rail Road and Rolling Stock in good and thorough repair and all the Cost and expenses of operating the said Rail Road and that he

will by the fifteenth day of each and every month make out and deliver to said party of the first part a correct statement exhibiting the total amount of receipts and income of the said Rail Road from all sources during the next preceding month also the cost and expenses during such month of rolling stock purchased and of keeping said Rail road and rolling stock in repair and the cost and expenses of operating the said Rail Road and also exhibiting the net receipts from said Railroad, after deducting such cost and expenses of Rolling Stock and repairs and of operating the said road and that he will at any time on demand of the said Company or its President or Secretary furnish to the person demanding the same a statement in detail of the items of which such statement is composed and any officer or Agent of said Company authorized by said Company to do so shall at any time have the right to examine the accounts of said party of the second part relating to the repair of said Railroad and Rolling Stock and the operating of the said Rail Road and to the earnings and expenses thereof generally

And the said party of the second part further undertakes and agrees that the said net receipts after deducting the cost and expenses of repairs and operating the said Rail Road as exhibited by the said monthly statements as aforesaid shall be appropriated by him in the manner following viz

First

To the payment of all Coupons thereafter to become due upon three Hundred and ten thousand dollars of the bonds of the said Company secured by a first Mortgage or Deed of Trust of said Rail Road from the junction to the City of Watertown bearing date August 1 1853.

Second

To the payment of all Coupons thereafter to become due on Ten Hundred thousand Dollars of Bonds of the City of Milwaukee issued to the Milwaukee and Watertown Rail Road Company secured by a second mortgage or Mortgages on the Road from the junction to Columbus

Third

To the payment of all Coupons thereafter to become due on One Hundred and Eighteen thousand Dollars of Bonds of the said Company secured by a third mortgage or deed of Trust of said Rail road from the junction of the City of Watertown bearing date the 1st day of February A D 1856

Fourth

Whatever balance of said net receipts as aforesaid shall remain after the payment of said Coupons shall be applied by the party of the second part in payment of the amount due or to become due to Asper Hill & Hand on their Contract with the La Crosse and Milwaukee Rail Road Company dated the thirtieth day of June A D 1857 for the erection of Depots & Buildings for said Company in the City of Milwaukee

Fifth

And whatever balance of said net receipts as aforesaid shall remain after making all the payments aforesaid shall be applied by the said party of the second part to the payment of whatever sum shall be due or to become due to D Jacobs on his Contract with the La Crosse and Milwaukee Rail Road Company dated the 22d day of January A D 1857 for the Construction of the Portage Division of the La Crosse and Milwaukee Rail Road extending from Madison to Portage City at the point where said line shall intersect the Eastern Division of the said Rail Road

And the said party of the second part further undertakes and agrees that whenever the said Rail Road shall have paid from the net earnings of the said Rail Road such sum as shall be due to the said Hill & Rudd and the said D C Jackson in this said Contract or whenever at any time either before or after the expiration of one year from the date hereof the said party of the first part shall pay to the said Hill & Rudd & to the said D C Jackson any balance which at said time they shall respectively be entitled to receive upon this said Contract, then he will surrender up to the said party of the first part the quiet and peaceable possession of the whole and every part of the said Rail Road together with all rights of way & depot Grounds and all and singular the property rights privileges and franchises petens and appurtenances, whatsoever fully leased or which by virtue of this lease may or shall come to the possession of the said party of the second part in good repair, including all the rolling stock and other personal property put upon the said road by the said party of the second part by virtue of this Contract, and that he will deliver to the said party of the first part all personal property thereby conveyed which shall not have been worn out destroyed or consumed in the operation of the said Road, and that he will convey and deliver to the said party of the first part, all the personal property which shall have been acquired by the said Rail Road in pursuance of this Contract, with the means derived from the Receipts from said Rail Road and that he will at such time deliver to the Clerk of said Rail Road to said party of the first part, an equal amount of wood to that now on hand for said Road and transferred therewith to said party of the second part by virtue of this Contract and that the said party of the second part will use and apply all the personal property thereby conveyed to him in and about the keeping in repair and operating of the said Rail Road and the rolling Stock, Machinery fixtures and appurtenances belonging to or connected with the same

And whereas the said party of the second part shall have paid out of the net earnings of the said Road the amount due to the said Hill & Rudd and the said D C Jackson in this said Contract & the same shall otherwise be paid by the said Company this Lease shall cease and determine and from thence forth shall be void and of no effect

And it is further stipulated and agreed that the said party of the second part shall not sell nor assign this Lease nor underlet the property thereby leased nor any part thereof to any other person or corporation without the consent of the said party of the first part be first obtained and endorsed thereon in writing

In witness whereof the said party of the first part has caused these presents to be subscribed by its President and Secretary and its corporate seal to be thereto affixed and the same have been subscribed by the said party of the second part the day and year first above written

La Crosse and Milwaukee Rail Road Co
By Byron Kilbourn Pres

Attest D Jackson Madby
Secretary of the Rail Road Company

Witness
W. L. Palmer, E. Wohaling

State of Wisconsin
Milwaukee County } ss.

Be it remembered that on this 2nd day of October A.D. 1857 before me personally appeared Byron Kilbourne who is personally known to me who by me duly sworn says that he resides in the City of Milwaukee that he is President of the La Crosse and Milwaukee Rail Road Company. That the seal affixed to the foregoing instrument is the common seal of said Company and was affixed thereto by their authority and that he as President and Jackson Madby as Secretary subscribed their names thereto by like authority and on the same day before me also appeared D C Truman personally known to be the person who executed the foregoing instrument and acknowledged the execution thereof for the uses and purposes therein mentioned

W. L. Palmer
Notary Public
Milwaukee County

Recorded Oct 2 at 9 o'clock P.M.

In Inventory and Schedule of Property Leased and Sold to D C Truman
in pages 283 & 284

La Crosse & Milwaukee Rail Road Company
And
Silas Chamberlain

Articles of agreement made and entered into by and between the La Crosse and Milwaukee Rail Road Company a corporation duly created and existing under and by virtue of the Laws of the State of Wisconsin party of the first part and Silas Chamberlain of the City of Cleveland and State of Ohio party of the second part at the City of Milwaukee and State of Wisconsin the twenty Sixth day of September in the year of our Lord One thousand Eight hundred and fifty Seven

The said party of the first part in consideration of the undertakings, and agreements of the said party of the second part hereinafter contained hereby sells and conveys to the said party of the second part, all its personal property of every name kind and description in the State of Wisconsin, except as such personal property, as is needed in and is appurtenant to the operation of the Watertown division of the La Crosse and Milwaukee Rail Road, of which said property an inventory and schedule shall be made and attached hereto as soon as the same can conveniently be done, And the said party of the first part in consideration of the said undertakings and agreements of the said party of the second part hereby leases and lets to the said party of the second part, from and after the thirtieth day of September in the year 1857, for an indefinite term of time to be determined in the manner hereinafter specified, the Eastern Rail Road and Rail Road route from the City of Milwaukee by way of Union and Palmyra City to the City of La Crosse together with its right of way, depot grounds, and all buildings, tenements, and fixtures of what soever kind or description connected therewith or appurtenant thereto, together with all its rights, privileges, and appurtenances, And franchises connected therewith or belonging or incident thereto subject only to such liens and encumbrances as may or do exist thereon, and all existing contracts and agreements with any other Company which Rail Road connects with the La Crosse and Milwaukee Rail Road

It is mutually agreed that the said party of the second part, shall from and after the third 30th day of September, and until this agreement shall be terminated in the manner herein provided, operate so much of said Rail Road as is ready for operation and from time to time such portions of the same as shall be made ready for operation in such manner as will produce the largest amount of nett receipts That the said party of the second part shall during the term aforesaid keep the said Road and all the Rolling Stock upon the same in good and thorough repair, and that the said Party of the second part, shall receive and appropriate in the manner hereinafter provided, all the receipts or income to be derived from the operation of said Rail Road

It is further mutually agreed that the said party of the second part may if it shall be found for the interest of said Company, by additional rolling Stock and appropriate the receipts of said Rail Road to the payment of the same.

The said party of the second part hereby undertakes and agrees, that he will pay all the current cost and expenses of keeping said Rail Road and Rolling Stock in good and thorough repair and all the cost and expenses of operating the said Rail Road; and that he will by the 15th day of every month render and deliver to said party

of the first part a correct statement exhibiting the total receipts and income of said Rail Road from all sources, during the next preceding month, also the cost and expenses during such month of rolling Stock purchased and of keeping said Rail Road and Rolling Stock in repair, and the cost and expenses of operating said Rail Road, and also exhibiting the net receipts from said Rail Road after deducting such cost and expenses of rolling Stock and repairs, and of operating and that he will at any time, on demand of said Company, or its President and Secretary present to the person demanding the same, a statement in detail of the items of which such statement is composed and any officer or agent of said Company, authorized by said Company to do so, shall at any time, have the right to examine the account of said party of the second part, relating to the repair of said Rail Road and Rolling Stock and to the operating of said Rail Road

And the said party of the second part further undertakes and agrees, that the said net receipts after deducting the cost and expenses of repairs and operating as exhibited by the said monthly Statement as aforesaid shall be appropriated from time to time in the manner following to wit

1st To the payment of all coupons hereafter to become due upon Nine Hundred and fifty thousand dollars of the Bonds of said Company secured by a first mortgage or deed of trust of said Rail Road from Milwaukee to Tobys City, bearing date June 1st 1854, together with the sinking funds provided for by a supplemental mortgage or deed of trust bearing date February 6th 1856 except such of said coupons as are payable November 1st 1857 and the sinking funds of Forty thousand Dollars, payable November 1st 1857

2d To the payment of all coupons hereafter to become due on One hundred and Forty thousand dollars of Bonds of the City of Milwaukee issued to Milwaukee Fond du Lac and Green Bay Rail Road Company secured by a second mortgage or deed of trust, on part of said Rail Road which mortgage or deed of trust bears date of the 1st day of September AD 1853

3d To the payment of all coupons hereafter to become due on Two Hundred Thousand Dollars of the Bonds of the City of Milwaukee, issued to the La Crosse and Milwaukee Rail Road Company, secondly a second mortgage or deed of trust on part of said Rail Road, which mortgage or deed of trust bears date the thirtieth day of July AD 1854

4th To the payment of all coupons hereafter to become due on One million of Dollars of the bonds of said Rail Road Company secondly a mortgage or deed of trust on the Rail Road of said Company from Milwaukee to Tobys City, and from Watertown to Midland bearing date the ___ day of AD 1857.

5th Whatever balance of said net receipts as aforesaid shall remain after the payment of said coupons and sinking funds shall be applied by said party of the second part in payment of the amount due, or hereafter to become due to him, by virtue of a certain Contract between said parties dated January 20 1857 a supplemental Contract between said parties dated April 30th 1857 or a certain Contract between said parties dated November 20 1856 or a contract modifying said Contract entered into between said parties simultaneously with this Contract except such as may become

dur[illegible] which shall be hereafter due between New Lisbon and La Crosse which is to be paid for from the means of said Company after that said is done

And the said party of the second part further undertakes and agrees that whenever he shall have received from the net earnings of the said Rail Rail Road, such sum as by the terms and conditions of the aforesaid Contracts for the Construction of said Rail Road bearing date respectively November 20 1856, January 20 1857 & June 30th 1857 and the one entered into simultaneously herewith, he is or shall be entitled to receive or whenever at any time the said party of the first part shall pay to him any balance which at such time he shall be entitled to receive according to the terms and conditions of the said Contract, that he will surrender up to said party of the first part the quiet and peaceable possession of the whole Academy part of the said Rail Road together with all the rights privileges franchises, and appurtenances connected therewith, or belonging or incident thereto, including all the Rail Road buildings tenements depots and appurtenances constructed, and all Rolling Stock and other personal property put upon said Road by said party of the second part by virtue of this Contract, and that he will execute and deliver to said party of the first part all personal property thereby conveyed, which shall not have been worn out destroyed or consumed in the Construction or operation of said Rail Road, and that he will convey and deliver to said party of the first part all personal property which shall have been acquired for said Rail Road in pursuance of this Contract, with the means derived from the receipts from said Rail Road, and that he will at such time deliver to the line of said Rail Road to said party of the first part, Fifteen thousand Cords of Wood, and that whenever the said party of the second part shall have received as aforesaid such sum as he shall be entitled to as aforesaid, or whenever such balance shall be paid as aforesaid, this Contract shall cease and determine and from thenceforth it shall be null and void

In witness whereof the said party of the first part hath caused these presents to be signed by its President and Secretary and its Corporate Seal to be hereto affixed and the same are signed by said party of the second part

La Crosse & Milwaukee Rail Road Company
by I Byron Kilbourn Pres[illegible]

S. Chamberlain

Attest W Bradley
Secretary

Signed sealed and delivered in presence of
W L Palmer
J W Beaver

State of Wisconsin
Milwaukee County

Be it remembered that on this twenty fourth day of September in the year one thousand Eight hundred and fifty seven before the Subscriber a Notary Public residing in the City of Milwaukee personally appeared Byron Kilbourn to me known, who being by me duly sworn said that he resides in the City of Milwaukee Wisconsin, that he is the President of the La Crosse & Milwaukee Rail Road Company, that the seal affixed to the annexed instrument is the Common and Corporate seal of the said Company and was affixed thereto by their authority and that he as President and Thos W Bradley as Secretary subscribed their names thereto by like authority and on the same day before me personally appeared Silas Chamberlain to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same freely for the uses and purposes therein mentioned

W L Palmer
Notary Public
Milwaukee

Inventory of Rolling Stock Machinery Furniture Supplies and other property owned by the La Crosse and Milwaukee Rail Road Company September 30th 1857. Referred to in the Lease hereto attached

Twenty Three locomotive numbered from	One Kelly's Rotary Pump
One to 21 inclusive & Nos 29 & 30	" McGowans Force Pump
No 4 now being rebuilt	" Portable Forge
13 First Class Passenger Cars	Two Parallel Vices
2 Second " " "	Five Solid Box Vices
Three Baggage Cars	One Hanging Drill Crank
Two Mail and Express Cars	" Scroll Sawing Machine
197 Stone Flight Cars	" Boring Machine
120 Platform Cars	" Large Slitting Sawing Machine
30 Dumping Cars	" Small " " "
25 Hand Cars	" Down Sawing Machine
Three Rubbish Cars	" Wood Planing Machine
Two Snow Plows and Scrapers	" " Turning "
Machinery	" " Turning Lathe
One Stationary Engine Forty Fly Wheel	" Gear Irregular Cutter
" Engine Lathe 2 Heads & Counter	17 Hand Screws
" " Do 1 Do Do	4 15in Screw Wrenches
" Hand Lathe for Bra[illegible]	1 21 " " "
" Boring Wheel Lathe	1 12 " " "
" Engine Lathe & Counter Screw gear	10 Boring Machine Augers
" Bolt Cutter & Counter	5 Whip Saws
" Do Do Do tap & Die	5 Car Clamps
" Planing Machine & Counter	2 Brace Jacket Wrenches
" Vertical Drill & Counter	23 Turning Gouges
" Bolt Punch & Shears	3 Hammers
" Cylinder Boring Machine	45 Twenty Augers
" Wheel Rope	1 Sledge

2 Vises
2 Pairs Jacks
2 " Machine Shop Tools
370 Iron Tools 701¼#
11 15 in Screw Cutters
2 21 " "
5 12 " "
23 Hammers
1 Spirit Level
1 Steel Square
203# Cast Steel Tools 335#
One Lateral Jack
" Perpendicular Jacks
" Pr Smoke Jacks
" Pr Set Iron Pulley Blocks with Hooks
" Pr Wood Iron pulley Blocks Single Sheave
" " " " " " 10 " "
Iron Set Tackle Blocks & Falls
" Large Tackle Iron Snatch Block
" Saddler Punches
" Pelts Stocks & Dies
One Ratchet Saw

Blacksmith Shop

9 Callipers
24 Sledges 334#
14 Hammers 38#
85 Rivets 29#
220 pr Tongs 1324#
220 Sledges Iron & Steel 380#
Steel Sledges 500#
60 Punches 136#
46 Sets 230
136 Mandrils 544
27 Forge Tools 108
Reading Tools 160
Cast Steel dies 57
11 Anvils
Swivel Blocks 1010#
Swedge 305
8# Iron Mandril 135
One Solid Bench Vice
One Sampson Do
One Bolt Machine
One Brass Screw and Bench
" Spring Screw
" Beam & Counter Balance
" Crane
Crane Tools 301#
4 Bellows
One Saw Blades & fixtures
One Patent Nail Anvil
Iron Spring Clamps
Nine Squares
One Screw Cutter

Copper Shop

Stove pipe Forming Machine
Large Running Machine
26 3 Post Iron Stake
" 2 Stove Pipe
Blow Horn
No 2 Mallets
Creasing
Bick
Candle Moulds
Ladle Can
Large Unfurnished
Spread
One Raising Hammer
" pair No 0 Shears
" " No 1 Grooving Machine
20 inch Extra Large Tin Solder
Pint Pot & Ladle
One pair Shears
2 Pr Dividers
2 " Plyers
Wiring Machine
Smoke Turning Machine
Burring Machine
Button Saw
4 Hollow Punches
1 Pr No 9 Snips
2 Mallets
3 Hammers
One Bright Stake
"
75# Iron Mandrils
1 Wire Gauge
Beading Machine & Rollers
Refitting Down Machine
" Square Stake
" Punching Tool
Iron Cast Steel Chisels
One Flat Gauge
Iron Rivet Sets
Two Soldering Coppers
One Copper Mill
" Patent Balances
" Solid Iron Vice 216 93

One Rollers
" Coal Stove & Pipe
" Tin pot
Iron Water pails
One Dove tails
Three Melting Ladles

Carpenter Furniture

17 Work Benches
16 Water pails
27 Saw Benches
12 Car Horses
4 Long Vises
1 Water Pot
2 Glue Pots
2 Ladders
2 Ash Kettles
2 Oil Cans
14 Lamps 15 Stalls
One Hanbands Scale
Iron Bench Screw
Iron nail, Machine Screw & Glue Brass
One Cupboard (One Cupboard)
2 Stoves & Pipe
2 Wheel Barrows

Office

One Desk Desk
" " Desk
" Double Case Walnut Desk
Iron office Chairs
One Case Pigeon Holes
One Letter Copying Press
3 Desk Stands
2 Pair Racks
2 paper weights
2 Letter Clips
One Stove & Pipe
" Monthly Calendar
" Post Office Box
" Paint Mill Paint Shop
" Paint Stone & Muller
" Furnace
" Map Holder
Three Stoves & Pipe
4 Horses & 2 planks
One Table
" Duke & Cupboard
" Cast paint Drawers
" Large Case
" Dozen paint Cups
10 Paint Pails
8 Cans
2 Measures
6 Varnish Brushes
11 Paint Brushes
12 Sable pencils
10 dz Striping & Lining pencils
1 Gilders Brush & Cap
1 Artists Spatula
1 Painted duster
1 Patent Scales
4 Sash Tools

Blacksmith Shop

One Desk
1 Cupboards
2 Sprinkling Pots
14 Water pails
One Scale
Iron Cast Stoves & Pipe

Machine Shop & Round House

10 Cupboards
21 Iron Vises
3 Work Benches
1 Sprinkling Pot
1 Portable Desk
6 Stools
3 Larger Stools
1 " Ring Coal Stove
3 Mean 6 Plate Stoves
5 Drums Elbows & Pipe
One Scale

Drawers at Iron Shop and Paint Shop House

3 Stoves & Pipe
50 feet Rope
2 Jack Screws
2 Wheel Barrows
Drill Chip and one Cross Cut Saw
3 Desks
Clerk Benches
12 Saw Horses
2 Large oil Cans
One Stove Drum & Pipe
3 Belt pails

Stock & Supplies

Car Shop
1032 feet Pine
32 137 " Oak

11083 feet Ash
7500 " Cherry
800 " Walnut
7272 " Maple
Rubber Springs 1000 lb
Iron Castings 32380
Brass Boxes 1410
Wrought Ironwork 8000 lb
32 Draft Irons as per Bill 2982
32 Gross Ass'd Screws
3 " Brass "
12 " Rd Head "
4 " Brass Cap "
1009 Coach Screws
3 1/2 Kegs Wrought Nails
2 " " "
40 Papers Brads
190 " Tacks
21 Ass'd Chest Locks
12 Brass Padlocks
03 Iron "
3 doz Ass'd Butts
4 Kegs Cut Nails
20 Strap Hinges
100 Carriage Bolts
1100 Coach Screws
8 Notice plates
4 Ventilator Rings
1/2 doz Car Rim Locks
1 1/2 " Mineral Knobs
1 Gross Patent Buttons
4 " Upholsters
6 Brass Car Seat Arms
132 yards 10 oz Car roofing Duck
146 " 12 oz " " "

Machine Shops

17881 lb Iron Castings
1330 Brass Castings
8892 Locomotive Springs
Refined Iron 13259 lb
American " 10534
Cast Steel 194
Spring Steel 6126
Band Iron 2550
Angle Iron 400
Boiler Iron 4055
Sheet Iron 600 lb
Nuts 1700
Blacksmithing Coal 7 Tons

Charcoal 600 Bushels

Coppersmith

3 Boxes XXX 14x20 Tinplate
1 1/2 " 0 14 10x14 " "
8 lb Solder
11 " Babbitt Metal
45 lb Hardening
133 " Pig Iron
32 lb Antimony
7 lb Spelter Solder
1 1/2 lb Borax
34 Sheet Brass
376 Braziers Copper
9 lb Brass Cap per thin
134 lb Tin Ware
128 lb Russia Iron
21 Papers Rivets
11 Oil Can Bottoms &c

Paint Shop

612 White Lead
106 Whiting
27 lb Lamp Black
82 Venetian Red
152 lb Litharge
200 lb Red Lead
881 lb Stone paint
300 lb Ochre
5 lb Chrome lake
3 lb Sugar of lead
4 lb Sienna
3 lb Umber
6 lb India Red
6 lb Am Vermillion
60 Galls Turpentine
16 " Japan
20 " Car Varnish
36 " Coach Body "
2 " Furniture "
203 " Linseed oil
4 Boxes Chrome Green
6 " " Yellow
15 lb Eng Vermillion
1 Ultra Marine Blue
1 " Chinese Blue
7 Books Gold Leaf
5 lb Pumice Stone
Assorted Lot Glass

Stock & Supplies

381334 feet Pine Lumber
36972 " Fencing

58 Sticks Timber 1306 feet
10 " " 210 "
220 Joists 7156 feet
11 Sticks oak Timber 242 lin feet
3700 feet Boards
1500 " Flooring
1000 " Blk Walnut
600 " Plank
2450 " Sheathing
560 " Battens
4960 " 2 in Plank
600 " 2 " Flooring
1600 " Lath
3000 " Staves
500 Dressed Lumber
2,6 ft Door frames
4,6 " Batten Doors
20 Window & Door Frames
10 " " "
2 Pannel Doors
27 Kegs Nails
50 feet Hose
3 McGowans force pumps
3 Grimshaws Do Do
4 Bunches Hoop Iron
575 lb Iron Rods
60 feet Lead Pipe
23 Yards Trace Chain
41 Mile Posts
12 Rings
8 24 in Loco Truck Wheels
1 27 " " "
3 28 " " "
55 30 " " "
117 33 Car Wheels
29 Hand Car
9 3/4 Sets Car wheels & axles fitted
3 1/2 " Loco Truck "
147 Loco Tires 54120
56 Car Do 15681
17 Loco " 5270
3 Switch Columns & Targets
2 pairs Car Trucks
3 1/2 Sets " " 1 Trimframe
4 Wheels & Axles (per Noot)
577 Curled Hair
650 Cap Waste
325 lb Tallow
16 lb Hemp packing

116 Rubber Packing
64 feet Car Rubber Hose
59 " 2 1/4 " "
24 lb Emery Flour
425 lb Hand Lanterns
7 1/2 Boxes Car Candles 300 lb
12 Station Lamps
12 Axes
20 Picks Handles
2 doz Shovels
2 Spike mauls
15 Pick Handles
6 Axe Do
1 doz Pails
1 " Brooms
11 Adzes & Handles
7 Large Cut Wrenches
6 Small " "
8 Spring " "
839 Spur Rails
382 " "
80 feet Wire Cloth
As per Bill of Files
20 Loco flues 2 in in diameter 418 lb
1 " Gong
Car Loco Machinery & other patterns
6 1/2 doz Chimney Glasses
15 Front Glasses
7 20 in Screw wrenches
2 12 " "
2 15 " "

Milwaukee Station

Writing Desk
5 Chairs 2 Stools 1 Clock
1 Letter copy Book 1 Safe
2 Bank Cans 2 Inkstands
158 Vols Books
5 Stoves with pipe
3 Line Brands 23 Trucks
3 Crow Bars 2 Long Ropes
18 Oak Rollers
1 Small platform Scale Fairbanks
4 Large " " "
1 " " Gates

General Office

24 Forwarding Books
7 " " for freight
1 2 Receiving "
18 Duplicate

10 Daily Cash Books
7 Collection "
4 Daily Cash "
19 Receipt Books " freight
2 " " Out "
48 Tally "
8 Indexes "
3 Small Ledgers
2 " Journals
1 Invoice Book
7 Record "
9 Wood Receipt "
200 Freight Tariffs
50 " " Tissue paper
54 3/4 Reams Blank Long Bill Heads
12 " Cream laid Quarto post Letter
8 1/2 " Non port Satin ruled
14 " Damask Note in 1/2 reams
12 " Laid "
6 Commercial Note
1 " Fools Cap
2 " Bill paper
2 " Headed Letter
28 1 Boxes Note Envelopes (White)
13 " Commercial Letter 26.21
46 " No 9
15 " No 11
2 " " 8
2 dz Academic Ink stands
1/2 " Mechanics "
8 " Glass "
3/4 Sealing Wax
6 Gross Steel Pens
6 dz Am Lead pencils
9 " Faber
2 " " "
8 1/2 gr Gem Tip No 2
3 1/2 " Pen Holders
9 Imperial post office Boxes
3 " " " "
1 dz Balls Cotton Twine
1/4 " Hemp "
7 3/4 Time Books
19 Paper Clips
1 3/4 " I. Rubber
12 Erasers
8 papers pins
12 mucilage Bottles
18 pen Racks
2 1/2 dz Gum paper Weights

21 Japan paper Holders
1 1/2 dz Bottles Red Ink
5 1/2 " Black "
1 1/2 " Gum arabic
3 " Wafers
10 Brushes for Wafers
2 Counter Benches
10 Sheets Oil Paper
10 Flat Rulers
2 Oak Counting House Desks
1 High single Blk Walnut
1 Oval Table
1 Sofa
1 Carpet on Floor
1 Stove & pipe
10 Cane Seat Arm Chairs
4 High " Arm "
1 Mahogany Desk
1 Double Blk Walnut McCallum
1 oak Counter & Drawer Ticket
1 Blk Walnut Desk
1 Mahogany Desk & Small Book Case
2 open Case pigeon Hole Blk walnut
2 Large Close ditto Ticket
2 Letter & Copy Bill presses
2 Gem Safes on platform
1 Small Gem Safe in Ticket Room
1 Painted Counter & Draw
1 Wash Stand
1 Sofa in Passenger Room
1 Long Cushioned Seat " do
2 Stoves & pipe
1 Looking Glass " do
1 Desk in Ticket office
1 Table
6 Wooden Chairs
2 Japan Water Cans
4 Plated Candle Sticks
1 Glass Desk
1 Stove & pipe in Main office
3 Book rests
1 Large Map of Wisconsin
2 " Chapmans "

Richfield Station

One Desk one Scale & Weights
One Table Two Benches one Bed Stead
one Matress One Trunk, Four chairs
One Safe, one Axe, Three Stoves & pipe
One Pail, one Station Lamp

2 small lamps one Lantern
one Shovel one Marking Pot & Brush

Schlesingerville Station

One large platform Scale
" Stove pipe one Book Case
one Desk one Truck, one lge
Lantern 1 small lantern
Two oil lamps
1 Punch Box 1 oil Can
1 pail, Several ink stands & Brush
3 Forwarding Books
1 Receiving "
1 Duplicate " 2 Index Book
2 Cash " 2 Receipt "
1 Ticket " 2 New Blank
3 old Blanks " Blank Sheets
1 Folder 7 Keys 3 Chairs

Hartford Station

1 Desk 1 Desk Stand
2 Glass Lamps
2 Tin Lamps 3 Lanterns
1 Large Lantern
3 Stoves & pipe 1 Parallel Ruler
3 Benches 1 oil Can 1 Lamp Filler
1 Water Pail 1 pr Truck 1 pr Scales
1 Axe 1 Bettle 4 Wedges
1 Ink Stand

Rubicon Station

1 Stove & pipe 1 pair Trucks
1 pr Scales 1 Bal check line

Iron Ridge Station

1 Desk 2 Receiving Books
1 Forwd Book 1 Cash Book
1 Daily Cash Book Bank Check
2 Index " 2 Dup Receipt
4 1/2 Quires Blanks "
Way Bill 2 5/24
Freight Return Blanks
4 qr Note paper
1 " Fools Cap
40 " printed Blks Letter
6 Monthly balance Sheets
20 Weekly Returns
16 Monthly "

5 pack note Envelopes
2 " Large " 5 monthly Statistical
Sheets, 1 Box Steel pens 1 doz pencils
1 Pen Rack 1 Ink Bottle 1 Ink Stand
1 Ruler 1 paper Cutter, 1 paper Clip
2 Sheets B paper 1 Stove & 8 joints pipe
2 Stools 5 Chairs 1 Globe Lamp 13 [illegible]
1 Small Lamp 1 oil Can 1 Lamp Filler
1 Shovel 1 pick 2 Trucks 1 wheel Barrow
1 pr Scales 1 Canvass for Flat Car
1 Water pail & Cup, 1 Buck Saw

Horicon Station

3 Stoves & 1 pipe 1 Axe 1 Truck
1 Sett Scales 1 Large Desk, 1 Ticket Desk
2 Wooden pails 1 " Lantern 2 Small Lamps
1 oil Can 4 Chairs, 1 Bench, 1 Broom
1 Ink Stand, 1 Ruler 1 Tin paper Cutter
1 Bottle Ink.

Junction Station

2 Hand Trucks 2 Canvass of Flat Cars
1 Set platform Scale, 1 Arm Chair
2 Receipt Books new
1 Blank " do
2 Freight & 1 Check Book (New)

Rolling Prairie Station

1 Blk Walnut Desk 1 old Stool
1 Ink Stand 1 old axe 1 oil Can 1 Ruler
2 Trucks, 1 Sett Fairbanks Scale
1 Tin pan Lamp 2 Globe Lamps 4 Chairs
1 Turpentine Cans, 1 Lamp Filler 2 [illegible]
Hand Stoves,

Beaver Dam Station

1 Mog Sofa 1 Carpet 1 Table
1 Settee, 9 Chairs, 1 Desk Stool, 2 office
Desks, 1 Ticket Desk, 1 Letter press & Stand
1 Wash Stand, 4 Stoves, 2 pr Trucks
1 Sett Fairbanks Scales, Large,
1 Water Cooler, 2 Hand Lanterns 1 Lamp
1 oil Can, 1 Fluid Can, 2 Glass Lamps,
1 Ticket Stamp 1 Ruler, 2 paper Folders
1 Crate, 1 pr Shears, 2 Ink Stands
1 Letter Box 100 Blks forward Receipt
12 Weekly frt Blks 100 " Rec
12 " " " 25 " Frt Chgs
12 Monthly " 25 " " Short
6 Statistical 25 Money Sent [illegible]

200 Hf Sheets Way Bills 100 Qr Sheets Way Bills
1 Hf Ream Letter Paper 1 Qr Commercial Paper
200 Envelopes

Fox Lake Station

2 Hand Trucks 1 pr Scales, 2 writing Desks
1 Ticket Drawer 1 Sett of Books for Freight & tickets
2 Ink Stands Ruler Hf Box pens, Blanks & Stationery
2 Large Box Stoves, 1 Parlor Stove, 1 Large Lantern 1 Small do
1 Hand side lamp 1 oil Can & Lamp filler 1 Water pail
1 Broom 1 Settee Kitchen 1 High Stool, 4 Chairs
7 Joints Russia Stove pipe 2 Elbows
16 " + 4 Elbows Common pipe

Cambria Station

One Desk one Desk Top. one Ticket Drawer one Desk Stool
Twelve Chairs Two Stoves & pipe. one W Truck one pr Scales
Two Lamps Two Lanterns one head light 1/2 Gall oil
one Broom one axe one ash pan & fixtures
one marking pot & Brush one paper Cutter Two Clips
one paper weight, Two ink stands one Bottle Ink one pen stand
one Bottle Gum, Two pencils Four Pen holders one Box pens
one Ruler 150 Bill Heads, 100 Blanks to Bills 500 Blanks & heads
100 large Envelopes 150 small envelopes

Midland Station

1017 Sheets Sundry Blanks
8 Qrs Note paper 5 Qrs Fools Cap
75 Small Envelopes 100 medium Envelopes 100 Large Do
1 Box Wafers, 2 Ink Stands 1 Bottle Red Ink
1 Hf Box steel pens, 1 Rule, One pen rack
one Tin folder, One Desk, one Table, one Safe
One Collection Book one freight forwarding Book
One Daily Cash Book One " Receiving "
One out Freight Receipt Book One Delivery Book
One Check Book One Ticket account Book
One Ticket Drawer One Stove pipe Zinc &c Office
one Stove pipe &c passenger Room One Settee Pass Room
One Bench Pass Room, 3 Chairs Do 2 oil Lamps
One Side Lamp " " One Side Lamp Platform
Two Globe Lanterns 2 pr Trucks, One Sett Scales
2 pieces Canvass, 2 water pail, One Dipper
One Broom, Two Bridges for unloading Cars
Two Stoves & pipe Engine House, One Stove do Tank

Portage City Station

Four Office Desks, Six Chairs, Two Tables. Two Stands
Four Ink Stands, Lot Blanks & old Books Two Iron Safes
One Ticket Case, One Ticket Stamp One Lounge
Nine Chairs Four parlor Stoves & pipe. Three Bedsteads

Three Bed Cords Two Mattresses Lot Stove pipe one small Shovel & Tongs
one Scale & weights, 3 Trucks one Hammer, 2 ash pans, 1 Iron Bar
21 Boxes 4 Window Curtains 1 oil Can 2 oil fillers 1 Sitting Room Carpet
1 office Carpet, one Gallon measure, one Funnell Four Glass Lamps
Ten Hand Lamps, Two outside Hanging Lamps One Side Lamp one Turpentine Keg
One marking pot & Brush, 2/3 Barrel oil

Kilbourn City Station

One Lounge one Letter Box one Table Three paper Cutters
12 flag Bottom Chairs One Letter press & Stand One Carpet
Two Bottles Ink One Looking Glass. Four Table Lamps
Two office Chairs Two office Do one Desk 1/2 Box Steel pens
One office Table. One doz pen Holders Four Ink Stands
one 1/2 dz pencils. Two pen Racks. Two Lanterns
Three paper Folders. One Train Lamp Three paper weights
One Can 4 Gall oil One Lamp Filler Three Japan Lamps One Shovel
One Axe Two Water pails, Two platform Scales Three freight house Trucks
One Can 2 gals Turpentine One Marking pot & Brush One Broom
one Bedstead, Two Mattresses 129 Qrs Blanks & Stationery
3/4 M Small Envelopes 1/2 M Large Envelopes
7 1/2 Qr Com Cap paper One Qr Letter paper

Blacksmith Shop Portage City

Lot Cast Steel Tools One Sampson Vice.
" Iron Do One Spring forming Machine
One Armitage Anvil One Solid Box Vice One Swedge Block
1 6 in Bellows. 1 Drilling Machine Draft Iron mandril
One Steel Square. One pr Dividers one pr R R Jacks
One 15 in Screw Wrench. One 12 in Do Do 15 pr Augurs
2000 Blossburg Coal 2000 Assorted Do Iron
300 Spring Steel One Sett Car wheels & axles, Two Stoves
Tank House One Stove Tank House Hartford
One Stove Tank House Horicon One Stove Tank House Beaver Dam
2516 Cordwood (1488 Cords)
5056 Fence Posts.

Articles in Room occupied by Land Comr

1 Bed & Bedding 1 Lounge 1 Wash Stand 1 Ewer & Basin
Two Pails 1 Table 1 Desk. 1 map Rack 1 portable gas Burner
1 Wood Box 1 Stove & Zinc. 4 Joints & 2 Elbows pipe, 6 Chairs
1 Carpet 1 Looking Glass. 2 Curtains

Articles in Room occupied by Treasurer

1 Badger State Safe. 1 Table. 1 Stationery Desk
1 Stationery Fence 1 Looking Glass. 1 Stove & Zinc 6 joints 3 El pipe
1 State map. 1 U S Map. 5 Chairs 1 Water Cooler
1 Carpet 1 Basket 1 Desk Stool. 1 Calender
4 Ink Stands 2 pen Racks. 1 PO Depository 2 Spittoons

1 Ash pail Sheet Iron   1 Wooden pail   1 pr Scissors

Articles in Room occupied by Vice Prest

1 Table   1 Desk   6 Chairs   1 Wood Box   1 Letter Press
1 Stove & Zinc   8 Joints & 2 Elbow Pipe   1 Card Board
2 Frames proceedings of Senate and Assembly
1 Map City of La Crosse   1 Pen Rack
1 " Kilbourn City   1 Calendar   3 Ink Stand
1 Ruler   2 Curtains   1 P.O. Depository   1 Spitoon
1 Map Milwaukee   1 Ice Cutter   1 Safe

Articles in Secretarys Room

1 Stove & Zinc   9 Joints & 2 Elbow Pipe
1 Herrings Safe   1 Badger State Safe   2 Desks
1 Stationary Desk   1 Table   1 Book Case   1 Paper Case
3 Desk Stools   1 Letter Press   1 Seal Corporate   1 Punch
1 Tumbler Cup.   4 Chairs   1 P.O. Depository   1 Calendar
1 Cup Board   1 U.S. Letter Scale   5 Ink Stands
2 Letter Folders tin   2 Rulers   2 pr Spitoons   1 Wood Box

Recorded Octo. 10th 1857 at 8 oclock Am

Seal

Inventory and Schedule of Property Leased and Sold to D. C. Freeman by the La Crosse & Milwaukee R.R. Company on the Watertown division of said Company as mentioned in the Lease to said Freeman dated Sept 30th 1857

Columbus Station

1 Station Building   30 x 70 feet
1 Engine House   30 x 50 feet
1 Water House   20 x 20 feet   Tank & Pump

Lowell Station

1 Station House   18 x 40 feet
1 Water House   20 x 20 feet   Tank & Pump

Watertown Station

1 Station House (brick building) with frame addition 28 + 180 feet
1 Frame Shed opposite Station House joining R R Track
1 Machine Shop   40 feet + 100 feet
1 Car Shop   40 " + 100 feet
1 Blacksmith Shop 25 " + 50 feet
2 Water Houses   18 " + 20 feet and Tank
1 Old Engine House 50 " + 50 feet
1 Frame Wood Shed 20 " + 160 feet

Oconomowoc Station

1 Station House   26 + 100 feet
1 Water House   14 + 20 feet   Tank & pump
1 Wood Shed   25 + 100 feet

Pine Lake Station

1 Station House 16 + 40 feet

Hartland Station

1 Old Station House   14 + 20 feet

Pewaukee Station

1 Station House   20 + 20 feet
1 Wood Shed   15 + 75 feet

Junction Station

1 Station House   26 + 25 feet (undivided half)

Milwaukee

1 Engine House

Furniture in Depot at Columbus

1 Desk   1 Stove & fixtures   1 Clock   1 pr Trucks   1 Sett Scales

Furniture in Station at Lowell

1 Desk   1 Stove & fixtures   1 Sett Scales   1 pr Trucks

Furniture in station at Watertown

2 Desks 1 Safe 2 Settees 2 Stoves & fixtures 1 Set scales
1 Telegraph Instruments 1 Clock

Furniture in station at Oconomowoc

1 Desk 1 Safe & seals 1 Telegraph Instrument 2 pr Trucks
1 Set scales 1 Clock 1 Whitbarrow 1 Stove & fixtures

Furniture in station at Pine Lake

1 Desk 1 Stove & fixtures 1 Set Scales 1 pr Trucks

Furniture in Station at Hartland

1 Desk 1 Stove & fixtures 1 pr Scales 1 pr Trucks

Furniture in station at Nunawka

1 Desk 1 Stove & fixtures 1 pr Trucks 1 Set Scales

Rolling Stock

67 Box Cars 35 Rack Cars 10 Hand cars 4 Passenger Cars
2 Baggage cars

Locomotive Engines

1 Engine Rob Roy 20 Tons
1 Do Columbus 28 "
1 Do Kenosha 28 "
1 Do Milwaukee 20 "
1 Do Watertown 20 "
1 Do No 22 22 "
20 Dump Cars

Property in Machine Shops at Watertown

1 Stationary Engine Lathe & fixtures
1 Large Engine Lathe & Tools 10 feet bed
1 Do Do Do & Tools 14 feet bed
1 Do Do Do & Tools 9 feet bed
1 Iron Planer 1 Bolt Cutter 1 Upright Drill
1 Heavy Wrought Iron 20 feet Lin Hoisting with hangers & pulleys
100 lbs Old Iron 1 Portable Forge 2 pr Platform Scales
1 Shelleys patent pump 1 Blower 1 Exhaust Fan
6 Car Axles 6 Truck wheels 28 in. 4 Tender Truck wheels 33 in
1 Set patterns for Engines 2 Bbls oil 10 Truck wheels 33 in

Property in Blacksmith Shop

3 Forges Fixtures and Tools 2 Heavy Wrought Iron
4 Tons Blossburg Coal
1 " Old Iron Do. 1 pr Iron Ox Engine Tires
300 lbs Bar Iron 200 lbs Rod Steel
Endorsed on Line of Road between Junction & Lowell Station 3650 feet

Recorded Oct 15th 1857 at 9 o'clock AM

Seal
Kenosha & Rockford R.R. Co. Wisconsin and Rockford Illinois Consolidation 1857

Certified Copy of Consolidation

Kenosha Rockford and Rock Island Rail Road

Articles of Consolidation made and entered into this nineteenth day of June A.D. 1857 at Rockford in the State of Illinois between the Kenosha and Rockford Rail Road Company of Wisconsin party of the first part, and the Kenosha and Rockford Rail Road Company of Illinois party of the second part and the Rockford and Mississippi Rail Road Company of Illinois party of the third part.

Witnesseth

That whereas on the 5th day of March A.D. 1857 the parties of the first and second part agreed upon "Articles of Consolidation" uniting their respective roads and interests into one Company to be called the Kenosha Rockford and Rock Island Rail Road Company upon the terms stipulations and agreements and to take effect as mentioned and fully set forth in said "Articles of Consolidation" which articles are in the words and figures following

That is to say

Articles of Consolidation

Made and entered into this fifth day of March A.D. One thousand Eight hundred and fifty Seven (1857) between the Kenosha and Rockford Rail Road Company, a corporation created and existing by and under the authority of the laws of the State of Wisconsin, lately known as the Kenosha and Beloit Rail Road Company, for the Constructing, Operating and maintaining a Rail Road from the City of Kenosha, in said State, party of the first part, and the Kenosha and Rockford Rail Road Company, a corporation existing under and by the laws of the State of Illinois, for the purpose of Constructing, maintaining and operating a rail road from the State Line of Wisconsin and Illinois, to the City of Rockford party of the second part.

2.

Whereas. It is proposed that the Rail Roads of the said party of the first part, and the said party of the second part, shall connect with each other at the North line of the said State of Illinois and form a continuous line of Rail Road, to the full extent of the lines of the said respective railroads as the same are authorized by the laws and enactments of the said States of Illinois and Wisconsin:

And whereas it is desirable that all the lines of Railroads and franchises of the said two companies, should be consolidated and brought under the management and control of One Board of Directors:

And whereas, The said parties of the first and second part, have by their respective boards of Directors, mutually agreed to Consolidate their respective Capitals with each other and to merge and Consolidate the Stock of their respective Companies, and make one joint Stock Company of their two Rail roads, and to Consolidate the property and Stock of the said parties of the first and second part, and their respective Corporations, upon the terms and conditions hereinafter stated and declared

And whereas the said parties are duly authorized by law to consolidate in the manner hereinafter provided;

Now

3

Therefore these presents witness; That in Consideration of the premises, and in Consideration of the mutual execution of these presents and statement of arrangements, the said party of the first part, and the said party of the second part, do hereby unite, Consolidate and Combine all the rights, franchises, and privileges which are respectively granted by the enactments laws and Charters of the said States of Illinois and Wisconsin to the said several Corporations and all of the Rail roads, rights, franchises, and privileges of the said Corporations

each of them into one Company and corporation, to be hereafter known as the Kenosha, Rockford, and Rock Island Rail Road Company, which said Company is hereby created and consolidated, shall hereinafter have and possess all and singular the rights, powers, franchises, and immunities which are or have been heretofore, by the laws of the said States of Wisconsin and Illinois, vested in, given, or conferred upon said Companies respectively.

11

And the said party of the first part hereto, doth in consideration of the premises hereby grant, sell, convey, alien, confirm, transfer and assign unto the said Kenosha Rockford and Rock Island Rail Road Company, as the same is hereby created and consolidated, all and singular the franchises, corporate privileges, right and estate, depot grounds, right of way, road bed, railroad, iron rails, engines, cars, machinery, rolling stock, debts, dues, demands, choses in action, rights of action and property of any description, name and nature, whatsoever said party of the first part has any right title or interest, either in possession, reversion or remainder and also all stock subscriptions, and agreements for stock subscriptions, held by said party of the first part, or by its agents or attorneys for its benefit, with any powers of proxy, and the same together with all appurtenances, shall be from henceforth held owned, used or controlled by the said Kenosha Rockford and Rock Island Rail Road Company, in as full and complete, and ample manner, and with the same rights, as the same are now held owned, used and controlled by the party of the first part, as the same existed prior and up to the time of said Consolidation.

5

And the said party of the second part, in consideration of the premises doth hereby grant bargain, sell alien, confirm, convey, transfer, and assign unto the said Kenosha, Rockford and Rock Island Rail Road Company all the Capital franchises, rights, privileges, Real estate, land, depot depot grounds, right of way, road bed, railroad iron rail, engines, cars, machinery rolling stock, debts dues, demands, choses in action, rights in action, and property of every description, name and nature, in each which said party of the second part has any right, title, or interest, whether in possession or reversion, or remainder, and also all Stock subscriptions and agreements for stock subscriptions, held by said party of the second part, or by its agents or attorneys for its benefit with any powers of proxy, and the same together with all appurtenances, shall be from henceforth, held, owned, used and controlled by the said Kenosha, Rockford, and Rock Island Rail Road Company, as the same is hereby Constituted Created and Consolidated in all respects as fully and completely, and with the same rights, as the same are now held, owned, used and controlled by the said party of the second part, as the same existed prior and up to the time of said Consolidation.

And it is mutually agreed between the parties hereunto, that the Capital Stock of the said Kenosha Rockford, and Rock Island Rail Road Company, as the same is hereby Constituted by said Consolidation, shall be and is hereby fixed at the sum of two million dollars (with the privilege of increasing the same according to Law) which said Capital Stock shall be divided into shares of One Hundred (100) Dollars each. And all the stock which shall have been issued at the time of said Consolidation takes effect, by either of the said Rail Road Companies, which shall be then outstanding, and held by bona fide holders, may be surrendered, and in place thereof, there shall be issued to the Holder or Holders of said Stock, his or their assigns, an equal number of shares of the Stock of the said Consolidated Company.

7 And it is further mutually agreed between the parties hereunto that all bonds which have been heretofore issued by the said party of the first part, under the name and style of the Kenosha & Beloit Rail Road Company, may be exchanged into bonds of the said Consolidated Company, upon the holder or holders of said Bonds or his or their assigns surrendering to the proper officer of said Consolidated Company the said Bonds so desired to be converted.

8.

And it is further mutually agreed between the parties hereunto, that the said Kenosha Rockford & Rock Island Rail Road Company as hereby Constituted shall from and after the time said Consolidation shall take effect, be holden and liable for all just and bona fide debts and obligations of both the said Rail Road Companies parties to this agreement.

9.

And it is further mutually agreed between the parties hereunto, that the affairs of the said Consolidated Company, shall be managed by a board of Directors of fifteen and such other officers, Engineers, superintendants and agents, as said board of directors shall from time to time, such appoint; and said directors shall be chosen annually by the Stockholders of said Company from among themselves, and shall hold their office until their successors are chosen.

10.

And the election of directors shall be held the first Wednesday of October in each year, at the City of Kenosha, or at such other time, and conducted in such manner as the by laws of said Company shall direct; and at all elections, each Stockholder shall be entitled to one vote for every share of Stock held by him, to be cast personally or by proxy.

11

And it is further agreed that the seal of the said Consolidated Company shall be fixed by a by law of said Company, and until the same is so fixed, the Secretary of said Company shall use his private seal as the seal of said Company, and the seal so fixed may be altered at any time by said board of directors.

12

And all books, vouchers, records, and other documents pertaining to the business of said parties of the first and second part, shall be placed in the office of the Secretary of said Consolidated Company, and the same shall be kept and when necessary completed by said Secretary, or his assistants; and the books records, and papers shall be deemed and taken, so far as necessary, as the records books of said Consolidated Company; and the said books records, and vouchers, and papers, shall be subject to the examination and inspection of all persons interested therein, who shall have the same access thereto as if the same had remained in the office of the original Companies.

13

And it is further mutually agreed between the parties hereto, that the benefits of said contracts and agreements which have been made by either of said parties, shall enure to and rest in the said Consolidated Company, as fully and completely as the same owned do respectively, in the parties to this agreement.

14

And it is further understood and agreed between the parties hereto, that if by any arrangement said Consolidation shall take place before the first Wednesday of October next, then said Consolidated Company shall be controlled and managed by the said boards of directors of the said first and second parts, acting, as a majority of them acting together until the first annual election of directors of said Consolidated

Company shall have taken place

15.

And the said directors of said two original Companies shall have power while so acting, to do any and all acts which could or might be done by the regular elected board of Directors of said Consolidated Company, and shall as soon as may be after this instrument takes effect, elect a President Vice President, Secretary, Treasurer and executive Committee of five

16.

And it is further agreed and understood that these articles of Consolidation shall take effect on the first Wednesday of October A.D. Eighteen hundred and and fifty seven, or as soon before as the joint board of Directors, or a majority of said each board shall meet together and elect officers of said Consolidated Company And the first meeting of Stockholders for the election of Directors under this Consolidation, shall be held at the Court House in the City of Kenosha on the first Wednesday of October A.D. Eighteen hundred and fifty seven at one o'clock P.M.

17

And it is further mutually agreed by and between said parties to this agreement that in the future management of the affairs of said Consolidated Company after this Consolidation shall have taken effect, the following conditions shall be and remain unalterable, except by the unanimous consent of the directors, viz: the machine shops for manufacturing and general repairing of said Consolidated Company shall be located and maintained at the City of Rockford, and the head quarters and offices of said Consolidated Company shall be located and maintained at the City of Kenosha where all the Books of Record shall be kept and the general business of the Company transacted.

18

And it is further agreed between the Contracting parties hereto, and one of the Conditions upon which said Consolidation is entered into, that the road so Consolidated shall make with any other roads now Constructed, or hereafter to be Constructed, such arrangement with this Consolidated road, a fair and equitable running arrangement, agreeing to take their Cars on said Consolidated road, and the cars of said Consolidated Company on their roads, on such terms and conditions as may be mutually just and fair.

19

And in Case it should be deemed advisable by either party, previous to this Consolidation taking effect to issue first mortgage Bonds, upon the joint Securities of both Companies, both parties upon demand of either party to this agreement, shall issue bonds at the rate of Ten thousand Dollars per mile of the length of their respective roads, and the bonds so issued by both of said Companies shall be Secured by a first mortgage on the roads of both Companies, executed in the usual form of Railroad first mortgages, so that bonds issued by either Company to the amount above mentioned, shall be a lien on the entire road of both Companies from Kenosha to Rockford

20

And it is further understood that the bonds issued by the party of the first part while acting under the name and style of the Kenosha and Beloit Rail Road Company shall as far as possible be Cancelled; and the liquidation of those outstanding be provided for by a deposit in the hands of the Trustee in New York of said party of the first part, of an equal amount of Bonds issued under this agreement - And the proceeds of these bonds so issued by either of said Companies

shall be appropriated to the Construction of the road of the Company assuming the same

21

And it is further agreed that at the expiration of two years after said Consolidated road shall be in running order from Kenosha to Rockford, the value of the Stock in the respective divisions shall be determined by reference to the sworn just cost of each of the said divisions, the then real value of the whole property - and the actual and prospective earnings thereof, and in case said parties shall be unable to agree upon the same, then some competent person or persons shall be mutually agreed upon by said parties, who shall fix and determine the same, and in order to equalize said values, said board of Directors of said Consolidated Company, shall have power to issue the required amount of Stock, Scrips, or certificates to the party entitled to the same sufficient to make the Stock of each division of equal value

22.

This Consolidated Company is authorized and empowered to consolidate with the Rockford and Mississippi Rail Road Company on terms that may be mutually agreed upon by said Companies

And it is further agreed between the parties hereto that the Stock subscriptions, moneys, mortgages and securities, or other funds raised by either parties hereto shall be expended in the respective divisions of the road raising the same, unless all the directors at any regularly called meeting shall otherwise determine

23.

And in Case there should not be sufficient means raised between Warsaw and the State line to complete the road, ready for the rails, either party agrees with the other to contribute equally towards the amount necessary to prepare said road for the rails.

In testimony whereof the President and Secretaries of the said parties of the first and second part have respectfully set their hands and affixed the Corporate Seals of the said Companies, respectively the day and year first above written

In duplicate

The Kenosha & Rockford Rail Road Company of Wisconsin
by Josiah Bond President

(L.S.)
Attest Levi Pennell, Secretary

The Kenosha & Rockford Rail Road Company of Illinois
L.S. by Charles H Spafford President
Attest E H Baker, Secretary

And whereas the respective parties to these articles of Consolidation have the termini of their respective roads so fixed as located under their several charters, as must and by Consolidation to form a Continuous line of rail roads from Kenosha City in the State of Wisconsin, to the City of Rockford in the State of Illinois, and thence to some Point on the Mississippi above near the City of Rock Island, and it is deemed desirable by the several parties to these articles of consolidation that their several and separate interests be merged together into one so that there may be a single continuous and connected line of Rail roads to the full extent and length of the lines of the three several rail roads above mentioned and that they all be brought under one management and be governed and controlled by one board of directors

And whereas the parties of the first part and second part hereto have not nor have their respective Boards of Directors as yet elected Officers of the Consolidated

Company the articles of which Consolidation are above recited, and the parties hereto of the first part second and third part hereby their respective Boards of Directors mutually agree to Consolidate their respective Capitals and interests with each other, and to merge and Consolidate the Stock of their respective Companies and make one Joint Stock Company of their several Rail Roads along on and over the line above designated, and to Consolidate the property and stock of the said parties of the first and second part (within the several intent of either of them as consolidated under and pursuant to the above recited "Articles of Consolidation") to and with the party of the third part and their respective Corporations upon the terms and conditions herein after stated, and declare and in pursuance of the powers vested in them by their respective Charters, and the Statute in such case made and provided. And whereas the said parties are duly authorized by law to Consolidate in the manner herein after provided

Now therefore, This Indenture witnesseth that in Consideration of the premises and in consideration of the mutual execution of these presents and Statement of Arrangements the said party of the First part and the said party of the second part and the said party of the third part (the said parties of the First and second part not only in their several Capacity but also entirely to the extent of their Capacity to hold under their Consolidation above recited do hereby unite Consolidate and combine all the rights franchises and privileges which are respectively granted by the enactments laws and charters of the said State of Illinois and Wisconsin to the said several Corporations, and all other Railroad rights franchises and privileges of the said Corporations each of them into one Company and Corporation to be known as the Kenosha Rockford and Rock Island Rail Road Company which said Company is hereby Created and Consolidated, shall hereafter have and possess all and singular the rights powers franchises and immunities which are or have been hereby or by the laws of the said State of Wisconsin and Illinois vested in granted and confirmed upon said Companies respectively. And the said party of the third part in Consideration of the premises doth hereby grant bargain sell alien confirm convey transfer and assign unto the said Kenosha Rockford and Rock Island Rail Road Company all the Corporate franchises, right, privileges, Real Estate land depot depot Grounds, right of way roadbed Rail road, iron rail, Engines, Cars, machinery, rolling Stock, debts dues demands, Choses in action, rights in action, and property of every description name and nature soever which said party of the third part has any right title or interest whether in possession or reversion or remainder, and also all Stock Subscriptions and agreements for Stock Subscriptions held by said party of the third part or by their Agents or Attorneys for its benefit with any person or persons, and the same together with all appurtenances thereto belonging owned used and controlled by the said Kenosha Rockford and Rock Island Rail Road Company as the same is hereby constituted and consolidated in all respects as fully and completely and with the same rights as the same are now held owned used and controlled by the said party of the third part, at the same United Prior and up to the time of the Consolidation.

And it is mutually agreed between the parties hereunto that the Capital Stock of the said Kenosha Rockford and Rock Island Rail Road Company, as the same is hereby constituted by this Consolidation shall be and hereby is fixed at the sum of Four Million Dollars (with the privilege

of increasing the same accordingly by law) which said Capital Stock shall be divided into Shares of One hundred Dollars each ($100) and as the Stock which shall have been issued at the time this Consolidation takes effect, by either of the said Rail Road Companies, which shall be then outstanding, and held by bona fide holders, may be surrendered and in place thereof there shall be issued to the holder or holders of said Stock or his or their assigns, an equal number of Shares of the Stock of the Consolidated Company.

And it is further mutually agreed between the parties hereunto that the said Kenosha Rockford and Rock Island Rail Road Company as hereby constituted shall from and after the time of said Consolidation shall take effect, be holden and liable for all just and lawful debts and obligations of all said Rail Road Companies by this agreement.

And it is further mutually agreed between the parties hereunto that the affairs of the Consolidated Company hereby formed shall be managed by a Board of Directors of Eighteen and such other Officers, Engineers, Superintendents and Agents as said Board of Directors shall from time to time elect and appoint, and said Directors shall be chosen annually by the Stockholders of said Company from among themselves, and shall hold their office until their successors are chosen and at least thirteen of which Directors shall be chosen from the Stockholders resident in the Counties which the Road of this Consolidated Company be located. And the election of Directors shall be held the first Wednesday of October in each year at the City of Kenosha or at such other time and conducted in such manner as the By Laws of said Company shall direct, and at all elections each Stockholder shall be entitled to one vote for every share of Stock held by him to be cast personally or by proxy.

And it is further agreed That the Seal of the said Consolidated Company shall be devised by a By Law of said Company and until the same is so devised, the Secretary of said Company shall use his private seal as the seal of said Company, and the Seal so used may be altered at any time by said Board of Directors. And all Books Vouchers Records and other documents pertaining to the business of said parties of the First Second and third parts, shall be placed in the office of the Secretary of the Consolidated Company hereby formed, and the same shall be kept, and when necessary completed by said Secretary and his assistant, and the books Records and papers shall be deemed and taken to be as far as necessary as the records and books of this Consolidated Company, and the said books Records vouchers and papers, shall be subject to the examination and inspection of all persons interested therein and who shall have the same access thereto as if the same had remained in the offices of the original Companies.

And it is further mutually agreed between the parties hereto that the benefits of all contracts and agreements which have been made by either of said parties thereunto and now in this Consolidated Company as fully and completely as the same were to be respectively to the parties to the agreement.

And it is further understood and agreed between the parties hereto that by any arrangement said Consolidation shall take place before the first Wednesday of October next then said Consolidated Company shall be controlled and managed by the said Boards of Directors of the First Second and Third parts acting by a majority of them acting together until the first annual election of Directors for said Consolidated Company shall have been taken place.

And the said Directors of the said three original Companies shall have power while so acting to do any and all acts which could or might be done by the regularly elected Board of Directors of said Consolidated Company, and that as soon as may be after this instrument takes effect elected a President, Vice President, Secretary, Treasurer and Executive Committee of five.

And it is further agreed and understood that these Articles of Consolidation shall take effect on the first Wednesday of October A.D. Eighteen hundred and fifty seven or as soon thereafter as the said joint Board of Directors, or a majority of each board shall meet together and elect officers of the said Consolidated Company hereby formed. And the first meeting of Stockholders for the election of Directors under this Consolidation shall be held at the Court House in the City of Kenosha on the First Wednesday of October A.D. Eighteen hundred and fifty seven at Nine o'clock P.M.

And it is further mutually agreed by and between said parties to this agreement that in the future management of the affairs of the Consolidated Company hereby formed after the said Consolidation shall have taken effect the following conditions shall be and remain unalterable except by the unanimous consent of the Directors, to wit

The machine Shops for manufacturing and general repairing of said Consolidated Company shall be located and maintained at the City of Rockford, and the Head quarters and offices of said Company shall be located and maintained at the City of Kenosha where all the Books of Record shall be kept and the general business of the Company transacted.

And it is further agreed between the contracting parties hereto and one of the conditions upon which said Consolidation is entered into that the Roads so Consolidated shall make with any other Roads now constructed or hereafter to be constructed a fair and equitable running arrangement agreeing to take their cars on said Consolidated Road and the cars of said Consolidated Company over their roads, on such terms and conditions as may be mutually just and fair.

And it is further agreed between the parties hereto that the Stock Subscriptions, moneys, mortgages and securities or other funds raised by either of the parties hereto, shall be expended on the respective divisions of the road raising the same, unless all the Directors at any regularly called meeting shall otherwise determine. And it is further agreed that in case the parties of the first and second part shall legally consolidate this Consolidation take effect, and fully perfected their Consolidation under and pursuant to the Articles of Consolidation above recited then the Board of Directors of such Company so consolidated shall duly ratify, approve, establish and confirm all the terms, stipulations, obligations, liabilities, claims, and agreements that the said parties of the first and second part have in their respective capacity made and entered into in their Articles of Consolidation and with the said party of the third part.

In testimony whereof the Presidents and Secretaries of the said parties of the first second and third part have respectively set their hands and affixed the Corporate Seals of said Companies respectively the day and year first above written.

In Triplicat

(L.S.) The Kenosha and Rockford Rail Roads, of Wisconsin
(Signed) by Josiah Bond Pres.

Countersigned
Levi Bunnell Secretary.

L. Andrews Rec'r of the
Rockford and Mississippi Rail Road Co. Ill

Attest E.H. Potter
Secretary of the Rockford Mississippi R.R. Co.

(L.S.) The Kenosha & Rockford Rail Road Company of Illinois
with the annexed conditions as agt
By C.H. Spafford Rec

Attest E.H. Potter

It is understood and agreed by and between the Kenosha & Rockford Rail Road Companies of Wisconsin and Illinois that the proposed Articles of Consolidation submitted to the above named Companies & the Rockford & Mississippi Rail Road Company for their mutual adoption if adopted by all said Companies are not to affect in any manner the meaning and intent of Section "Twenty one" of the Articles of Consolidation between the two first above named Companies and that the arrangement and settlement between the said two first mentioned Companies under said Section "Twenty one" is to be conducted and completed in the same manner as if the Consolidation between said three Companies were not carried into effect.

In witness whereof the parties to this arrangement have caused these presents to be signed this third day of October A.D. 1857 by their Presidents respectively

The Kenosha & Rockford Rail Road Company
(Signed) By Josiah Bond. Pres
The Kenosha & Rockford Rail Road Co of Ill.
By C.H. Spafford Rec

We the undersigned hereby certify that the foregoing agreement purporting to be Articles of Consolidation made and entered into this nineteenth day of June A.D. 1857 at Rockford in the State of Illinois between the Kenosha and Rockford Rail Road Company of Wisconsin Party of the first part, and the Kenosha and Rockford Rail Road Company of Illinois party of the Second part, & the Rockford and Mississippi Rail Road Company of Illinois party of the third part" is a true copy of the Articles of Consolidation entered into between said three several Rail Road Companies by which they formed themselves into one body to be known and styled, the "Kenosha Rockford & Rock Island Rail Road Company" and that the Boards of Directors of said several Rail Road Companies and the Consolidated Company aforesaid, approved of said Articles of Consolidation and declared the said name of the "Kenosha Rockford & Rock Island Rail Road Company" as the name by which the Board be hereafter known and designated, and under which they should hereafter transact the business of said Consolidated Company

In witness whereof I have hereunto set my hand this Eighth day of October A.D. 1857

Josiah Bond Pres K R & R.I.R.R. Co
Attest Levi Bunnell Secretary.

The Kenosha Rockford and Rock Island Rail Road Company

This Certifies that the Kenosha and Rockford Rail Road Companies of Wisconsin and Illinois and the Rockford and Mississippi Rail Road Company of Illinois Heard under and pursuant to the Laws of the State of Wisconsin and of the Laws of the State of Illinois, Consolidated by articles of Consolidation duly signed sealed, executed and dated the nineteenth day of June AD 1857 and now are under the direction of one Board of Directors, and as such have united and chosen a name for said Consolidated Company which name is

The Kenosha Rockford and Rock Island Rail Road Company

That the impression of the Common Seal of said Consolidated Company adopted by said Consolidated Company is impressed upon this Certificate impressed

Kenosha Rockford and Rock Island Rail Road Co

In testimony whereof we the President and Secretary of the Company or Consolidated do sign in respective official character this certificate at the office of the said Company in the City of Kenosha State of Wisconsin this 5th day of October AD 1857

Josiah Bond President

Attest Levi Burnell.

Recorded October 28th 1857 at 3 o'clock PM

Milwaukee & Horicon Rail Road Company

And

Jasper Hiet

This indenture made the twenty sixth day of October in the year of our Lord One thousand Eight hundred & fifty seven between the Milwaukee & Horicon Rail Road Company a body politic and corporate created by the laws of the State of Wisconsin party of the first part & Jasper Hiet of the City and County of Milwaukee in said State party of the second part

Witnesseth

That in order to secure the faithful performance of the Conditions of a certain bond bearing even date herewith executed by the said party of the first part to the said party of the second part and conditioned for the payment by the party of the first part of certain indebtedness in the said bond mentioned and particularly enumerated & amounting in the aggregate to the sum of Two Hundred & Sixty Eight thousand five hundred & ninety seven dollars and Seventy cents principal & interests upon all of which John B Smith Jasper Hiet, Garrett Hiet & Daniel N Richards of Milwaukee or some one or more of them are claimed to be liable as accommodation makers, indorsers, acceptors or drawers of the benefit of said party of the first part, of the various notes, bills or drafts Constituting the evidence of said indebtedness, & which said bond is further conditioned to fully indemnify and save harmless the said John B Smith, Jasper Hiet Garrett Hiet, & Daniel N Richards & each of them from all liability damage cost & trouble or expense by reason of him or either of them having become parties as aforesaid to said note bill or drafts, The said party of the first part has granted bargained, sold, transferred, & conveyed & by these presents does grant bargain sell transfer & convey to the said party of the second part his heirs and assigns the locality & his executors administrators & assigns the personality of the premises & property hereinafter named that is to say, all that part of the Railroad of the said party of the first part from the junction thereof with the LaCrosse & Milwaukee Rail Road at or near the Village of Horicon in the County of Dodge to the City of Ripon in the County of Marquette, in the State of Wisconsin, which is forty two miles following the line of said road, including the rights of way & lands occupied by said road together with the superstructure & tracks thereon, and all Rails & other materials used thereon, Bridges, Viaducts Culverts, fences, equipments necessary depot grounds & buildings thereon belonging to the party of the first part, and all rolling Stock, Engines, Tenders Cars, Fuel, Materials, machinery, fixtures, machine Houses, furniture, implements appendages & appurtenances & all the personal property appurtenancy to the line of said road or used in connection therewith & now belonging to the parties of the first part or hereafter to be acquired by said party & all right title & interest therein to be acquired by the party of the first part, including the Steamers & Steamers running in connection with said road from Berlin to Point in the Fox & Wolf River & Lake Winnebago as follows, the whole of the Steamers Eureka, W A Knapp, Oshkosh City, Neptune & Pearl and one half of the Steamer Menominee, with their boats tackle apparel & furniture also four Barges used in Connection with said Steamers, together with the name and functions appertaining to the said road, tolls, rents & income to be had or levied thereon, & all Corporate & other franchises rights and privileges of the said party of the first part now or to or Concerning the same

To have and to hold

all and Singular property premises & interests & every part & parcel thereof and

the said party of the second part his heirs and assigns the realty & to him his executors, administrators & assigns the personalty forever, subject nevertheless to the legal rights of prior mortgages of said railroad or as the property or estate hereby conveyed or any part thereof.

Provided however, and these presents are upon the express condition that if the said party of the first part its successors or assigns shall well and truly pay or cause to be paid all and singular the indebtedness mentioned and enumerated in the said bonds & such thereof as is now past due & payable presently after the date of these presents, & such thereof & such thereof as is unmatured punctually as the same shall mature and become due & payable & shall well & truly & at all times protect indemnify and save harmless them the said John B Smith, Jesper Vliet Garrett Vliet & Daniel H Richards, according to the tenor effect and conditions of said bonds, then these presents are to cease & become void, and this mortgage is given to the party of the second part in trust for the use and benefit of himself the other of said accommodation parties to such indebtedness & the several parties persons or corporations to whom such indebtedness may be lawfully owing or payable. But in case of the non fullfillment or non performance of the condition of the said bond or any part or parts of the terms thereof according to the tenor and effect thereof, then and in such case it shall and may be lawful for the said party of the second part to enter into and upon & take possession of all or any part of said premises real and personal estate & property by himself or agent or agents or substitutes duly constituted, & upon such entry the party of the second part shall be deemed and be a mortgagee in possession, & he shall & may be & is hereby fully authorised & empowered to have use and employ the said rail road & all and singular the property premises and estate hereby conveyed as aforesaid and any part and parcel thereof; to make from time to time all needful repairs alterations and additions thereto, and after deducting the expenses of such use & employment, repairs, alterations & additions to apply the proceeds thereof to the payment of the indebtedness mentioned and described in the said bond and to the re-imbursement of any or all of said accommodation parties who may have paid or caused to be paid any portion of such indebtedness. The said party of the first part herein & hereby expressly reserving the right to require of the party of the second part the payment out of such proceeds & before any payments or application by him thereof other than such portion thereof as may be necessary to defray the expenses of such use & employment & the needful repairs alterations & additions & from time to time of sufficient sum or sums to meet & pay the interest on Bonds of said Company secured by a prior mortgage or mortgages of said road & the other property & premises hereby conveyed & also sufficient to provide for the sinking fund or funds covenanted for in such prior mortgage or mortgages or trust deeds.

And in case the said proceeds shall not prove sufficient for all the purposes aforesaid or to meet & provide for all exigencies & conditions of the said bond then the said party of the second part may cause the said premises, real and personal estate & property rights and franchises, or so much thereof as may be necessary to pay the same or sums equitably due, to the parties beneficially interested in said bond & this security, to be sold at public auction in the City of Milwaukee in the State of Wisconsin or in the ~~State~~ City of New York giving at least ninety days previous notice of the time place & terms of such sale by publishing the same in

two newspapers of good circulation in each of the cities of Milwaukee and New York aforesaid & wherever else required by law & execute and deliver to the purchaser or purchasers thereof a good & sufficient deed of conveyance in fee simple for the same, which shall be a bar against the party of the first part its successors & assigns, & all parties claiming under the party of the first or of all right interest or claim of in or to said premises real and personal estate property rights or franchises or any part thereof.

And out of the proceeds of such sale to pay to the said parties beneficially interested in said bond as aforesaid the sum or sums equitably due to them as aforesaid & the surplus if any to return to the party of the first part first and before paying or applying any portion of said proceeds of sale to pay all necessary expenses of such sale. Or the said party of the second part may in lieu of resorting to such sale as aforesaid seek any other further remedy herein or hereunder afforded him by the laws of the land & as he may be advised.

In witness whereof the party of the first part has caused these presents to be executed by the President & Secretary & the corporate seal of said party to be hereunto affixed the day & year first above written.

Milwaukee & Horicon Rail Road Company
By J. B. Smith President

J. N. Mason
Secretary

Recorded Oct. 30th 1857 at 9 o'clock A.M.

La Crosse and Milwaukee Rail Road Company
and
St Croix and Lake Superior Rail Road Company.

This Indenture made and executed this tenth day of March in the year of our Lord One thousand eight hundred and fifty Seven by and between the La Crosse and Milwaukie Rail Road Company party of the first part, and the St Croix and Lake Superior Rail Road Company party of the Second part

Witnesseth

That the said party of the first part, in pursuance of authority granted in the 8th section of an act of the Legislature of the State of Wisconsin, entitled An Act to incorporate the La Crosse and Milwaukie Rail Road Company Approved April 2d 1852, in the words following to wit" The said Company shall have power to purchase from any other Rail Road Company, the whole or any part of any Rail road or branch rail road, owned by such company, or to lease or sell to any other Company the whole or any part of the said road or any of its branches, to be built or owned by this Company" and also, in pursuance of further authority granted in the 1st section of an act of the said legislature, Approved October 11th 1856 entitled An act to grant certain lands to the La Crosse and Milwaukie Rail Road Company, and to execute the trust created by an act of Congress entitled An Act granting public lands to the state of Wisconsin to aid in the Construction of Rail Roads in said state, Approved June 3d 1856 in the words following to wit The La Crosse and Milwaukie Rail Road Company is hereby authorized and empowered to have, possess, use and enjoy the same rights, privileges, grants, franchises, authority and immunities with reference to the said Route, or any rail road to be built thereon, as it now possesses or enjoys with reference to any route it is now authorized to occupy, or any rail road built or to be built thereon, and there is hereby conferred upon the La Crosse and Milwaukie Rail Road Company all the power and authority contained in the Grants of said Company, and in the Acts amendatory thereof, for the purpose of Carrying out the objects of this act, and of appropriating and applying the Lands hereinafter in this act granted, or their proceeds, to aid in the Construction of rail roads by this act authorized to be built" And also in pursuance of further authority granted in the 2d section of An Act of the said Legislature approved March 5th 1857 entitled An act to amend an act to incorporate the St Croix and Lake Superior Rail Road Company Approved February 24th 1854 in the following words to wit

Whereas the said Company is desirous and the La Crosse and Milwaukie Rail Road Company is willing to grant and convey to the said St Croix and Lake Superior Rail Road Company all the right, title and interest of the said La Crosse and Milwaukie Rail Road Company in and to that portion of the lands or any part thereof heretofore granted to the said La Crosse and Milwaukie Rail Road Company which lie north of the point or place where the road of the said last mentioned Company should intersect the Saint Croix Lake or River, or the point which may be determined upon by the said last named Company or such portion of said lands as said Company may agree and whereas such Conveyance should be made the said Saint Croix and Lake Superior Rail Road Company should possess all the rights powers and privileges, in regard to the Construction of said Road from the point so determined on at the west end of Lake Superior and to Bayfield, and in regard to the application and disposal of said land or any part thereof and in regard

to the running of said portion of said Road, and shall be subject to the same liabilities, duties, conditions and restrictions, and the payment of the same amount of percentage upon the gross earnings of said Road which are enforced or imposed upon or required of the said La Crosse and Milwaukie Rail Road Company or to which said last named Company was subjected by an act approved October 11th 1856 entitled "An act to grant certain Lands to the La Crosse and Milwaukie Rail Road Company and to execute the trust created by an act of Congress entitled an act granting certain lands to the state of Wisconsin to aid in the Construction of Rail Roads in said State approved June 3d 1856 and so far as such portion of said Rail Road is concerned the said La Crosse and Milwaukie Rail Road Company shall be from the date of such Conveyance honorated and released from such liabilities and duties. And in Consideration of the Covenants and agreements on the part of the said party of the second part hereinafter contained to be by it kept and performed and of the sum of One dollar paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, does hereby bargain sell release and convey upon and over, and forever quit claim to the said party of the second part all of the estate real personal and mixed, embraced and described in a certain indenture made and executed in duplicate on the Nineteenth day of February One thousand Eight hundred and fifty Seven, between the said St Croix and Lake Superior Rail Road Company party of the first part, and the La Crosse and Milwaukie Rail Road Company party of the second part one copy of which is on file in the office of each of said Companies, bearing date the day and year last aforesaid and executed by the said St Croix and Lake Superior Rail Road Company by the Signature of William A Barstow President and Edward M Kinsley Secretary and the Corporate Seal of said St Croix and Lake Superior Rail Road Company affixed thereto, and acknowledged on the 20th day of February 1857 before Alexander T Gray Notary Public, to which indenture for a more perfect description of the said Estate Real personal and mixed therein embraced and described, reference is hereby made and had, And also all of that portion and route of a certain Rail Road authorized by the aforesaid act of the Legislature approved Oct 11th 1856 to be built by the said party of the first part, lying and between such point on the St Croix River or Lake between Townships Twenty five and thirty one as shall be designated by said party of the first part and the west end of Lake Superior and from any point on the said last aforesaid Route to Bayfield, together with all the power to survey, locate, and construct, complete perpetually to have, use maintain and operate Rail roads with one or more tracks or lines thereon and to have, possess, use and enjoy all the rights, privileges, grants, franchises, authority and immunities with reference to the said route or any Rail road to be built thereon by the said party of the second part which now belongs to the said party of the first part, and of having, appropriating and applying the Lands hereinafter described and granted or their proceeds to aid in the Construction of said Rail roads which are conferred upon the said party of the first part by the act of the Legislature aforesaid. Provided that the said Land and the proceeds thereof shall be applied exclusively in the construction of that part of said Roads within the limits herein stated and shall be applied to no other purpose whatever. And the said party of the first part for the Consideration aforesaid, does hereby sell and convey to the said party of the second part all the interest of the said party of the first part of in and to every alternate section of land designated by odd numbers for six Sections in width on each side of said road from the point aforesaid on the Saint Croix River or Lake to the west end of Lake Superior, and from any point on said last aforesaid route to Bayfield together with such lands within fifteen miles of the line or route of said road

or roads as shall be selected in pursuance of said Act of Congress in lieu of any sections or parts of Sections which shall have been sold by the United States or to which the right of Preemption has attached. But it is hereby expressly understood between the parties hereto, that the said La Crosse and Milwaukee Rail Road Company possesses and does not surrender or release the right of selecting any lands within fifteen miles of, and more than Six miles from the route of said road or roads between the St Croix River or Lake and the west end of Lake Superior, and also between said route and Bayfield for the purpose of making up any deficiency which does or may exist in the quantity of lands, to which the said La Crosse and Milwaukee Rail Road Company is or may be entitled upon that part of its line extending from Madison to the Saint Croix River or Lake.

And said party of the second part hereby Covenants and agrees to Construct said railroads between the points to be designated by the party of the first part as aforesaid and the west end of Lake Superior and to Bayfield within ten years from the 3rd day of June 1856, and said roads are to be of the first class with T rail and in every respect as good as the La Crosse and Milwaukee Rail road.

And the said party of the first part in Consideration as aforesaid further Covenants and agrees to Construct and run its entire line of railroads to a point on the Saint Croix River or Lake to be designated as aforesaid by said party of the first part or to some Convenient point easterly therefrom so as to connect with a railroad from such point on the Saint Croix River or Lake to the west End of Lake Superior and so as to make a terminus thereof at the point as aforesaid on the Saint Croix River or Lake. And the said party of the second part for and in Consideration of the Covenants and agreements herein contained on the part of the said party of the first part, has sold and granted and does hereby sell, grant, assure and confirm unto the said party of the first part, free of all Costs charges and Compensations, the free and equal use and passage of so much of its line of rail road as shall extend easterly from said terminal point on the St Croix River or Lake to the aforesaid point of intersection to enable the said party of the first part to make a terminus of its rail road at the point as aforesaid on the Saint Croix River or Lake. And the said party of the second part in consideration as aforesaid does further Covenant and agree to and with the party of the first part that it will pay to the State of Wisconsin, on or before the first day of March in each year four per centum of the gross earnings of said road for the year ending on the last day of the preceding December in place of taxes on that part of said railroad hereby Conveyed as is provided by the acts of the Legislature aforesaid" and also carry out perform and obey all and singular the Conditions, obligations, and resolutions expressed or implied in any acts of the legislature aforesaid which have been passed and which would be binding upon the said party of the first part to do and perform so far as the said rail road from a point as aforesaid on the St Croix River or Lake between Townships Twenty five and Thirty one to the west end of Lake Superior and also from any point on said last aforesaid route to Bayfield may be referred to or concerned in the acts aforesaid, as if this deed of indenture had not been executed, and at all times the proper Officers and Agents of the State of Wisconsin shall have free access to and the right of examining the Books of the said party of the second part for the purpose of ascertaining the gross amount of earnings of the roads of the said party of the second part and the amount of money to be paid to the State of Wisconsin in accordance with the acts of the Legislature aforesaid. And for securing to the State the aforesaid

per centum, it is hereby declared that the State shall have a lien upon the said railroad within the limits aforesaid and upon all other property estate and effects of the said party of the second part whether real personal or mixed, and said lien shall take and have precedence of all demands, decrees, and judgements against said party of the second part.

And the said parties hereto mutually covenant and agree that they will form running Connections with each other, and such as will best promote as far as possible their mutual interest and that neither of said parties will enter into any Contract or arrangement with any other railroad or other Company or person or persons engaged in the business of transportation of persons or property, which would come into competition with the interest of the other of the said parties hereto, without the assent in writing of the party to be affected thereby. And further it is mutually agreed that said party of the second part shall not sell convey, lease, or let to any party whatever without the consent of the said party of the first part, or of the Legislature, the whole or any part of said railroad, nor in any manner alienate the same, except that the same may be placed under mortgage with the stipulations usual in such cases for the purpose of raising funds wherewith to Construct the said railroad and to provide the necessary buildings and equipment therefor. In witness whereof the said parties have executed these presents in pursuance of resolutions adopted by their respective Boards of Directors by the signatures of their respective Presidents and Secretarys and the affixing the Seals of said Companies respectively the day and year above written

Byron Kilbourn President
of the La Crosse & Milwaukee R. R. Co

Seal

Attest
Edwin H Goodrich Secy
of the La C & Mil R R Co

Samuel Brown Prest
of the St Croix & Lake S. R R Co

Attest Henry R Wattmaker Secy of the St Croix & L. S. R R Co

State of Wisconsin
County of Milwaukee ss

Be it remembered that on this Eleventh day of March A D 1857 personally appeared before me Byron Kilbourn President and Edwin H Goodrich Secretary of the La Crosse and Milwaukee Rail Road Company and Samuel Brown and Henry R Wattmaker President and Secretary of the St Croix and Lake Superior Rail Road Company to me known to be the individuals who executed the above instrument, and acknowledged the same on behalf of and as the acts and deeds of the said Rail Road Companies for the uses and purposes therein mentioned freely and voluntarily

John McCullough
Notary Public
for Mil Co

Recorded Nov 19. 1857 at 8 oclock am

V

Milwaukee and Horicon R.R. Company

and

Charles D Nash

This Indenture made the first day of December in the year of our Lord one thousand Eight hundred and fifty Seven, between the Milwaukee and Horicon Rail Road Company a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Charles D Nash of the City of Milwaukee party of the second part

Whereas the parties of the first part pursuant to the terms of the Statute of said State incorporating them and other Statutes of said State affecting them, are engaged in constructing a Rail Road within the State of Wisconsin and have authority to raise a sum of money by loan, and in order to secure payment thereof or payment thereof, to execute certain bonds with interest warrants or coupons annexed amounting to five hundred and twenty thousand dollars in amount, and the total amount to be issued under this mortgage not to exceed five hundred and twenty thousand Dollars said bonds to be issued in amounts of One thousand Dollars each and numbered respectively from one to five hundred and twenty (520) inclusive to the person or persons loaning said money and made payable in the City of New York on the fifteenth day of December in the year of our Lord One thousand Eight hundred and Seventy two and bearing interest from their date at the rate of Eight per centum per annum payable semi annually on the fifteenth days of each June and each December, ensuing the date thereof in the City of New York until the Principal shall be paid, said bonds to be dated on the fifteenth day of December A.D. 1857 and to be on an equality so far as regards security for the payment thereof by these presents each of said bonds being authenticated by a certificate signed by said party of the second part, and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of stock in said Rail Road Company at the Counter table at any time within five years from the date thereof. Now this Indenture witnesseth that the said parties of the first part in order to secure the payment of said bonds and interest and in consideration of one dollar to them in hand paid by the said party of the second part at the sealing and delivery hereof, the receipt whereof is hereby acknowledged have granted, bargained, sold, transferred and conveyed, and by these presents do grant, bargain, sell transfer and convey to the said party of the second part his successors or successors, in the trust hereby created, and assigns, all the following real and personal property, and estate of the parties of the first part, that is to say, all of that part of their said Road from the junction thereof with the La Crosse and Milwaukee Rail Road in or near the Village of Horicon in the County of Dodge State of Wisconsin, to a point in or near the City of Berlin, in the County of Marquette, State of Wisconsin which shall be following the line of said Road (rate) forty two (42) miles from said junction, including the right of way and land occupied by said Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges viaducts, culverts, fences, equipments necessary, depot grounds, and buildings thereon belonging to the parties of the first part, and all rolling stock, Engines tenders, Cars, Tools, Materials, machinery fixtures, and other personal property appertaining to said line of Road and now belonging to the parties of the first part, or hereafter to be acquired by them, and all right thereto and interest thereon, and also all the right thereto and interest therein to be

acquired by the parties of the first part, together with the name and franchises appertaining to the said line of Road, tolls rents, and income to be had or derived therefrom, and all corporate and other franchises, rights and privileges of the said parties of the first part, into or concerning the same, Provided nothing herein shall be construed so as to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City or County bonds, or farm mortgages, or other securities received in payment of stock or otherwise or any lands or other property of the parties of the first part not necessary to be retained for the Road way, depot grounds, and stations, nor regarding for the construction or convenient use of said Road, or any moneys due, nor from collecting moneys due the said Company on stock subscriptions or otherwise

Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction use and repairs of the said Road and of any part thereof all stock subscriptions, donations, or loans, of money lands or other property which may have been or may hereafter be made for that purpose, but the said parties of the first part, shall have full right so to proceed without let or hindrance from the said party of the second part, his successor or successors in the trust hereby created or assigns.

This mortgage is subject to a mortgage to Robert H Lowry trustee dated April 1st 1856 to secure an issue of Bonds of five hundred and twenty thousand dollars payable in twenty five years from this date, also a mortgage to the City of Milwaukee of thirty three and one half miles of said Road from its junction with the La Crosse and Milwaukee Rail Road to secure the said City for an issue of its bonds to this Company to the amount of One Hundred and Forty Six thousand dollars ($146000) Also a mortgage to Jasper Whiting trustee, dated October 26th 1857 to secure certain liabilities or indebtedness of this Company amounting to Four hundred and seventy Eight thousand five hundred ninety Seven 57/100 Dollars ($478597 57/100) There is however to be set aside for the payment of said indebtedness and discharge of said mortgage to said Jasper Whiting trustee, two hundred and Eighty (280) of the Bonds secured by this mortgage To have and to hold the said premises real and personal estate, and property and every part and parcel thereof with the appurtenances unto the said party of the second part, his successor or successors, in the trust hereby created and assigns upon the following trusts, that is to say,

In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any of the said mortgage Bonds, to be issued hereunder at any time, when the same shall become due and payable according to the tenor thereof when demanded, then at the expiration of Sixty days from and after such default, failure, neglect or refusal in case such principal or interest shall not have been paid, upon the request of the holders of at least one half of such mortgage bonds, the said party of the second part his successor or successors in the trust hereby created or assigns may enter into and upon and take possession of all or any part of said premises real and personal estate and property, and as the attorney in fact or agent of the said party of the first part by himself or agents, or substitutes duly constituted, have use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expense of such use repairs

alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder remaining unpaid and the said party of the second part his successor or successors in the trust hereby created or assigns, or the written consent of the holders of at least one half of the said mortgage bonds issued hereunder and then outstanding unpaid, or unconverted, into stock shall cause the said premises, real and personal estate and property, rights and franchises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such mortgage bonds as may be then unpaid and unconverted to be sold at public auction in the City of Milwaukee and State of Wisconsin aforesaid or the City of New York, giving at least Ninety days previous notice of the time place and terms of such sale by publishing the same in two newspapers of good circulation in each of the Cities of Milwaukee and New York aforesaid and wherever else required by law, and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part, their successors and assigns, and all parties claiming under them, of all right interest or claim of in or to said premises, real and personal estate and property rights and franchises, or any part thereof. The amount of the bid or purchase money on the said sale, may be paid and satisfied wholly or in part by the outstanding mortgage bonds or any part of them issued hereunder and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the net amount arising from said sale as compared to the amount of outstanding unconverted bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding mortgage bonds issued hereunder and not converted into stock in payment of said bid as aforesaid, and shall pay over and return the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extention laws, by the said parties of the first part nor any injunction or stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof, to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully conveying into effect the objects hereof, particularly for the conveyance of any rights of interest or property subsequent to the date hereof acquired by the parties of the first part and comprehended or intended so to be in the description and terms of the instrument.

And it is mutually agreed and these presents are upon the express condition, that on the payment of the principal and interest of said Mortgage Bonds issued hereunder or on conversion thereof into Stock in manner aforesaid

the estate hereby conveyed granted to the said party of the second part his successor or successors in the trust hereby created, and assigns, shall be void and the right to the premises and real and personal estate and property hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgment of satisfaction in recovery, or re-entry, or other act but when the principal and interest of all the said mortgage Bonds to be issued hereunder shall be fully paid and the said bonds duly cancelled the said party of the second part, his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part, or their assigns, duly execute and acknowledge payment and satisfaction of this mortgage, and shall deliver up the same to the parties of the first part or their assigns to the end that the same may duly and properly satisfied cancelled and discharged of record. And it is also further mutually agreed that the said party of the second part, his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care, control and authority, and shall not be responsible for the act of any agent or attorney employed by him or them when such agent or attorney shall be employed is selected with reasonable discretion. And the said party of the second part, his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or services performed by him or them in the discharge of the trust in case he or they shall be compelled to take possession of said premises and real and personal property and retain it or any part thereof, or to manage the same. And it is further mutually agreed that in case of the death mental or civil incapacity or resignation of the party of the second part of his estate, right or interest power and control in the premises shall be divested case and determine, and the same shall upon the acceptance for the purposes aforesaid be devolved upon and vested in all singular the trusts and duties herein before mentioned and enumerated, shall be conferred upon and assumed by Samuel C. Dagget of the City of Milwaukee without any further act deed assurance or conveyance of or in the same except that on the happening of either of the above named contingencies the said substitute, shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance as such substitute. And in case of the non acceptance, death, mental or civil incapacity or resignation of the said S. S. Dagget after the several trusts hereby created shall have devolved on him, the said parties of the first part, or their assigns to take proceedings thereof for thirty days, the holders of a majority of the said outstanding mortgage bonds, to be issued hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new trustee, and thereupon and upon the acceptance of the trust, such new trustee shall become vested for the purposes aforesaid, with all the right estate, property and interest hereby conveyed to or vested with said party of the second part without any further assuring or conveying of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further release or conveyance for that purpose to the end that the true intent, object and meaning of this instrument may be fully and faithfully carried into effect.

In testimony whereof the said parties of the first part on the day and year aforesaid by order of the Board of Directors have hereunto caused to be affixed their corporate seal and this present to be signed by their President and countersigned by their Secretary at Milwaukie, Wisconsin and the party of the second part has also hereunto set his hand and seal

Milwaukie and Horicon Rail Road Company
by S B Smith President

Signed sealed and delivered
in presence of
Alvarez Jr
Jasper Vliet

Inman
Secretary.

State of Wisconsin
County of Milwaukie

Be it remembered that on this first day of December A D 1857 personally appeared before me the above known S B Smith to me known to be the President of the Milwaukie and Horicon Rail Road Company and the person who executed the foregoing instrument and who acknowledged the execution thereof to be the free act and deed of the said Company for the uses and purposes therein mentioned of the Milwaukie and Horicon Rail Road Company

Jasper Vliet
Notary Public
Milwaukie County

Accepted the trust conveyed to me by the foregoing Deed
Charles D Nash

Signed in presence of C J Bunnell
Jasper Vliet

State of Wisconsin
County of Milwaukie

Be it remembered that on this second day of December A D 1857 personally appeared before me the above named Charles D Nash to me known to be the person who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned

C J Bunnell
Notary Public
Milwaukie County

Recorded Dec 3d 1857 at 4 o'clock P M

V

Saint Croix and Lake Superior Rail Road Company.

Whereas the Saint Croix and Lake Superior Rail Road Company executed a deed of trust dated the tenth day of March A D 1857, in and by which for the purpose of securing the payment of certain bonds amounting in the aggregate to not more than Eight million of Dollars and to bear even date with this deed of Trust, they conveyed to Gruen C Bronson, James D Soutter and Shepard Knapp of New York City as trustees all the estate, real personal and mixed described in a certain indenture and articles of agreement between the La Crosse and Milwaukie Rail Road Company and the said Saint Croix and Lake Superior Rail Road Company bearing date the said tenth day of March 1857 which has been duly recorded in the office of the Secretary of State of the State of Wisconsin and to which reference is in said deed of trust and herein made for more full description of the said property therein embraced, also all the interest which the said Saint Croix and Lake Superior Rail Road Company had acquired or might thereafter acquire in or to so much of the lands granted by the Congress of the United States by an act Approved June 3d 1856, entitled "An act granting certain lands in the State of Wisconsin to aid in the construction of Rail Roads in said State" as by that act was intended to be granted to aid in the Construction of a Rail Road from a point on the Saint Croix River or Lake between townships Twenty five and thirty one to the west end of Lake Superior & to Bayfield, estimated to be about Eight Hundred thousand acres and also all the interest which said Saint Croix and Lake Superior Rail Road Company had acquired or might thereafter acquire in said last named Rail Road between the points above named with all the superstructure rolling Stock equipments fixtures, tools implements lands, buildings and other property pertaining to that Rail Road or belonging to said St Croix and Lake Superior Rail Road Company, along adjacent to the lines of their roads contemplated to be built from and between the point or termini aforesaid and finally all and singular the rights, liberties privileges and franchises of said Saint Croix and Lake Superior Rail Road Company of every kind and description, which said deed of trust from said Saint Croix and Lake Superior Rail Road Company to said Gruen C Bronson James D Soutter and Shepard Knapp after being duly executed and acknowledged by said Company on their part but before and without any acceptance of the same or of the trusts therein attempted to be created by the Grantor and proposed Trustees above named, was duly recorded at the request of the last named Company, and whereas said trust deed after having been recorded as last aforesaid was sent forward to said Grantor and proposed Trustees therein named for their examination and acceptance under the mistaken belief that they would accept said trust and that the recording might be properly done before acceptance and whereas Gruen C Bronson James D Soutter and Shepard Knapp the said grantees named in said Deed of Trust have not accepted said trust nor consented to act as such trustees nor promised or undertaken to do so, but on the contrary have utterly declined to do so, but desire by these presents to place said Saint Croix & Lake Superior Rail Road Company in the same position in relation to all of said property rights and franchises as if said trust deed had not been made, Now therefore in consideration of the premises and of the sum of one dollar to them in hand paid, the receipt whereof is hereby confessed and for the purpose of reinstating the said Saint Croix and Lake Superior Rail Road Company in possession of any and all right which they may appear to have parted with by virtue of said trust deed, we the said Gruen C Bronson James D Soutter and Shepard Knapp have released transferred, and quit claimed and by these presents do remise, release transfer and quit claim to the said Saint Croix and Lake Superior Rail Road Company

and to their assigns, any and all apparent interest in a claim to any and all of the above mentioned property rights franchises and privileges which we have by or through the said trust deed, and do expressly relinquish all or any right or claim which we have by virtue of that deed in favor of said last named Rail Road Company and their assigns forever

In witness whereof we have hereunto set our hands and seals this 18th day of December in the year Eighteen hundred and fifty Seven

Witness for Greene C Bronson & Jas T Soutter: Wm G Reed
G Sedingeli: acts S Knapp
John Bissell: acts as all parties

Greene C. Bronson (seal)
Jas T Soutter (seal)
Shepherd Knapp (seal)

State City and County of New York ss.

I, John Bissell a Commissioner appointed by the Governor of the State of Wisconsin, and under the laws of said State, with full power and authority to take acknowledgement or proof of all Deeds or other instruments, including depositions and other testimony &c &c in and for the State of New York to be used or recorded in said State of Wisconsin duly commissioned by said Governor, and affirmed dwelling in the City of New York, Do by this instrument given under my hand and official seal Certify and make known that on the 18th day of December before me personally appeared in my state aforesaid Greene C. Bronson, James T. Soutter & Shepherd Knapp personally known to me to be the individuals described in and who executed the annexed instrument and acknowledged that they executed the said instrument freely for the purposes therein stated

John Bissell
Commissioner for the State of Wisconsin

Recorded January 26. 1858 at 10.30 A.M.

1

Saint Croix and Lake Superior Rail Road Company

Trust Deed

Deed of trust made this fifteenth day of January in the year One thousand Eight hundred and fifty Eight (1858) between the Saint Croix and Lake Superior Rail Road Company, a corporation created by the legislature of the State of Wisconsin party of the first part, and Samuel S Daggett and Cicero Comstock, all of the City of Milwaukee and State of Wisconsin, Trustees parties of the second part

Whereas the Congress of the United States, did heretofore pass an act entitled an act entitled "an act granting public lands to the State of Wisconsin to aid in the Construction of Rail Roads in said State" approved June 3rd 1856.

And whereas, the Legislature of said State of Wisconsin subsequently passed an act approved October 11th 1856 Entitled "An act to grant certain lands to the La Crosse and Milwaukee Rail Road Company, and to execute the trust created by an act of Congress entitled "an act granting public lands to the State of Wisconsin to aid in the Construction of Rail Roads in said State" Approved June 3rd 1856.

And whereas, the said La Crosse and Milwaukee Rail Road Company, after passing of said last mentioned act, and on the same day duly accepted the same, by a resolution adopted by the Directors of said Company a copy of which, certified by the Secretary of said Company under its Corporate Seal was on the same day deposited in the office of the Secretary of State.

And whereas the Legislature of the said State of Wisconsin did subsequently pass an act approved March 5th 1857 entitled "an act to amend an act entitled an act to incorporate the Saint Croix and Lake Superior Rail Road Company" approved February 24th 1854 in the following words

The People of the State of Wisconsin represented in Senate and Assembly do enact as follows

Sec 1.

The Saint Croix and Lake Superior Rail Road Company, is hereby authorized and empowered to survey, locate, construct complete and perpetually to have maintain and operate, a rail road with one or more track or lines, from any point or place on the Saint Croix, Lake or river, or on the Mississippi River, Southerly of Township number twenty Seven, and northerly of Township number twenty five, which may be determined upon by its Board of Directors, to the west end of Lake Superior, and to Bayfield and for such purposes shall possess all the rights powers and privileges conferred by its Charter, in relation to the road therein authorized to be constructed

Sec 2

It shall be lawful for the said Company to receive, and for the La Crosse and Milwaukee Rail Road Company to grant and convey to the said Saint Croix and Lake Superior Rail Road Company, all the right title and interest of the said La Crosse and Milwaukee Rail Road Company, in and to that portion of the lands, or any part thereof, heretofore granted to the said La Crosse and Milwaukee Rail Road Company, which lie north of the point or place where the road of the said last mentioned Company shall intersect the Saint Croix Lake or River, or other point which may be determined upon, by the said last named Company; or such portion of said lands as said Companys may agree, and whenever such conveyance shall be made

the said Saint Croix and Lake Superior Rail Road Company shall possess all the rights powers and privileges in regard to the construction of said road from the point so determined on, to the West end of Lake Superior, and to Bayfield, and in regard to the application and disposal of said lands or any part thereof; and in regard to the running of said portion of said Road, and shall be subject to the same liabilities, duties conditions, and restrictions, and the payment of the said amount of percentage upon the gross earnings of said road, which are conferred upon or imposed upon or required of the said La Crosse and Milwaukie Rail Road Company, or to which said last named Company was subjected by an act, approved October 11th 1836. entitled an act to grant certain lands to the La Crosse and Milwaukie Rail Roads Company, and to execute the trust created by an act of Congress, entitled an act granting certain lands to the State of Wisconsin to aid in the construction of Rail Roads in said State, approved June 3d 1836. and so far as such portion of said Rail Road is concerned, the said La Crosse and Milwaukie Rail Road Company shall be from the date of such conveyance, exonerated and released from such liabilities and duties.

Sec 3.

This act shall cease and be void, unless the said La Crosse and Milwaukie Rail Road Company, and the said St Croix and Lake Superior Rail Road Company shall each accept and assent to the same within thirty days after its passage, and such acceptance shall be by resolution, adopted by the directors of said Companies respectively a copy of which duly certified by the Secretary of each of said Companies, respectively, and under the Corporate seal thereof, shall be filed in the office of the Secretary of State

Sec 4. (within thirty days)

This act shall take effect and be in force from and after its passage

And whereas, the said La Crosse and Milwaukie Rail Road Company, after the passing of said last mentioned act, to wit on the ninth day of March 1857, duly accepted the same by a resolution adopted by the Directors of said Company, a copy of which adopted by the Secretary of said Company, under its Corporate seal, was on the 11th day of March 1857, deposited in the office of the Secretary of State.

And whereas, the Saint Croix and Lake Superior Rail Road Company, after the passage of the said last mentioned act, to wit; on the ninth day of March 1857 duly accepted the same, by resolution, adopted by the Directors of said Company, a copy of which certified by the Secretary of said Company under its Corporate seal, was on the 11th day of March deposited in the office of the Secretary of State

And whereas the La Crosse and Milwaukie Rail Road Company, did on the tenth day of March, in the year of our Lord, One thousand eight hundred and fifty Seven, enter into a certain indenture and agreement with the said Saint Croix and Lake Superior Rail Roads Company, parties of the first part in the words and figures following to wit

This Indenture made and executed this tenth day of March, in the year of our Lord, One thousand and Eight hundred and fifty seven, by and between the La Crosse and Milwaukie Rail Road Company, party of the first part, and the Saint Croix and Lake Superior Rail Road Company party of the second part

Witnesseth:

That the said party of the first part in pursuance of authority granted in the 8th section of an act of the Legislature of the State of Wisconsin entitled "an act to incorporate the La Crosse and Milwaukie Rail Road Company Approved April 2. 1852, in the words following to wit; The said Company shall have power to purchase from any other Rail Road Company, the

whole or any part of any rail road or branch rail road owned by such Company, or lease or to sell to any other Company, the whole or any part of the Rail roads, or any of its branches to be built or owned by this Company, And also in pursuance of further authority granted in the first section of an act of the said legislature approved October 11th 1836. entitled an act to grant certain lands to the La Crosse and Milwaukie Rail Road Company, and to execute the trust created by an act of Congress, entitled an act granting public lands to the State of Wisconsin to aid in the construction of rail roads in the said State. Approved June 3d 1836, in the words following to wit

The La Crosse and Milwaukie Rail Road Company is hereby authorized and empowered to have possess, occupy and enjoy the same rights privileges, functions, franchises, authority and immunities with reference to the said roads, or any rail road to be built thereon. And there is hereby conferred upon the La Crosse and Milwaukie Rail Road Company, all the power and authority contained in the Charter of said Company, and in the acts amendatory thereof, for the purpose of carrying out the objects of this act, and of appropriating and applying the lands herein after in this act granted, or their proceeds, to aid in the construction of rail roads by this act authorized to be built" And also, in pursuance of further authority, granted in the second section of an act of the said Legislature, approved March 3d 1857 entitled "An act to amend an act to incorporate the Saint Croix and Lake Superior Rail Road Company" Approved February 24th 1857 in the following words viz

It shall be lawful for the said Company to receive and for the La Crosse and Milwaukie Rail Road Company to grant and convey, to the said Saint Croix and Lake Superior Rail Road Company, all the right title and interest of the said La Crosse and Milwaukie Rail Road Company, in and to that portion of the lands, or any part thereof, heretofore granted to the said La Crosse and Milwaukie Rail Road Company, which lie north of the point or place where the road of the said last mentioned Company shall intersect the Saint Croix Lake or River, or the point which may be determined upon by the said last named Company, or such portion of said lands as said Companies may agree. And whenever such Conveyance shall be made, the said Saint Croix and Lake Superior Rail road Company, shall possess all the rights, powers and privileges in regard to the Construction of said road, from the point so determined upon to the West end of Lake Superior and to Bayfield, and in regard to the application and disposal of said land, or any part thereof, and in regard to the running of said portion of said road, and shall be subject to the same liabilities, duties, conditions and restrictions, and the payment of the said amount of percentage upon the gross earnings of said road, which are conferred or imposed upon, or required of the said La Crosse and Milwaukie Rail Road Company, or to which said last named Company was subjected by an act Approved October 11th 1836 entitled "an act granting certain lands to the La Crosse and Milwaukie Rail Road Company, and to execute the trust created by an act of Congress, entitled an act granting certain lands to the State of Wisconsin to aid in the construction of rail roads in said State" Approved June 3d 1836. And so far as such portion of said Rail Road is concerned, the said La Crosse and Milwaukie Rail Road Company shall be from the date of such Conveyance, exonerated and released from such liabilities and duties.

And in consideration of the Covenants and agreements on the part of the said party of the second part hereinafter mentioned, to be by it kept and performed and of the sum of One dollar paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, does hereby bargain, sell release, convey, assign, set over and forever quit claim, to the said party of the second part, all of the estate, real, personal and mixed, embraced and described in a certain

indenture made and executed in duplicat, on the nineteenth day of February A.D. One thousand Eight hundred and fifty Seven, between the Saint Croix and Lake Superior Rail Road Company, party of the first part, and the La Crosse and Milwaukie Rail Road Company, party of the second part, one copy of which is on file in the office of each of said Companies, bearing date the day and year last aforesaid, and executed by the said Saint Croix and Lake Superior Rail Road Company, by the Signatures of William A Barstow President, and Edward M Hunter Secretary, and the Corporate Seal of said Saint Croix and Lake Superior Rail road Company affixed thereto and acknowledged on the 20th day of February A.D 1857. before Alexander F. Gray, Notary Public, whereby indenture, for a more perfect description of the said estate, real, personal and mixed therein mentioned and described reference is hereby made and had; and also all of that portion and route of a certain railroad authorized by the aforesaid act of the Legislature, Approved October 17th 1856 to be built by the said party of the first part lying and being between such point on the Saint Croix River or Lake, between Townships twenty five and thirty one, as shall be designated by said party of the first part and the west end of Lake Superior, and from any point on the said last aforesaid route to Bayfield, together with all the power to survey, locate, contract, complete and perpetually to have use and maintain and operate railroads with one or more track or lines thereon, and to have, possess, exercise and enjoy all the rights, privileges, functions, franchises, authority and immunities, with reference to the said routes or any railroad to be built thereon by the said party of the second part which now belongs to the said party of the first part, and of having appropriating and applying the lands hereinafter described and granted, or their proceeds, to aid in the construction of said railroads which are conferred upon the said party of the first part, by the act of the Legislature aforesaid: Provided, that the said land and the proceeds thereof shall be applied exclusively in the construction of that part of said roads within the limits herein stated, and shall be applied to no other purpose whatever.

And the said party of the first part, for the consideration aforesaid, does hereby sell and convey to the said party of the second part, all the interest of the said party of the first part of in and to every alternate Section of land designated by odd numbers, for Six Sections in width on each side of said road, from the point aforesaid on the Saint Croix River or Lake to the West end of Lake Superior, and from any point on said last aforesaid route to Bayfield, together with such lands within fifteen miles of the line or route of said road or roads, as shall be selected in pursuance of said act of Congress, in lieu of any Sections or parts of Sections which shall have been sold by the United States, to which the right of preemption has attached.

But it is hereby expressly understood between the parties hereto, That the said La Crosse and Milwaukie Rail Road Company, by virtue of and does not surrender or release the right of selecting any lands within fifteen miles of and more than Six miles from the Route of said Road or Roads, between the Saint Croix River or Lake and the West End of Lake Superior, and also between the said Route and Bayfield, for the purpose of making up any deficiency which does or may exist in the quantity of Lands to which the said La Crosse and Milwaukie Railroad Company is or may be entitled upon that part of its line extending from Madison to the St Croix River or Lake. And it is said party of the second part, for and in consideration of the Covenants and agreements herein contained on the part of the said party of the first part, has sold and granted and does hereby sell grant assign and confirm unto the said party of the first part forever all the rights, Charges and compensation, the free and equal use forever of so much of the line of rail roads as shall extend easterly from said terminal point on the Saint Croix River or Lake to the aforesaid point of intersection to enable the said party of the first part to make a terminus of its Rail Roads, at the point as aforesaid on the Saint Croix River or Lake

And the said party of the second part in consideration as aforesaid, does further Covenant and agree to and with the party of the first part that it will pay to the State of Wisconsin on or before the first day of March in each year four per centum of the gross earnings of said road for the year ending on the last day of the preceding December, in place of taxes on that part of said Railroad hereby conveyed, as is provided by the acts of the Legislature aforesaid; and also carry out, perform and obey all and singular, the Conditions, Obligations and resolutions (express or implied in any acts of the Legislature aforesaid, which have been passed and which would be binding upon the said party of the first part to do and perform, so far as the said railroads from a point as aforesaid on the Saint Croix River or Lake between Townships twenty five and thirty one, to the west end of Lake Superior and also from any point on said last aforesaid route to Bayfield, may be referred to or concerned in the acts aforesaid, as if this deed of indenture had not been executed; and at all times the proper officers and agents of the State of Wisconsin shall have free access to and the right of examining the Books of the said party of the second part, for the purpose of ascertaining the gross amount of earnings of the roads of the said party of the second part and the amount of money to be paid to the State of Wisconsin, in accordance with the acts of the Legislature aforesaid.

And in securing to the State the aforesaid per cent um it is hereby declared that the State shall have a lien upon the said railroads within the limits aforesaid and upon all other property, estate and effects of the said party of the second part, whether real personal or mixed; and the said lien shall take and have precedence of all demands, claims and judgements against said party of the second part.

And the said parties hereto, mutually covenant and agree, that they will form running connections with each other, and such as will best promote for as far as possible their mutual interest, and that neither of said parties will enter into any contract or arrangement with any other railroad, or other Company, or person or persons engaged in the business of transportation of persons or property which would come into Competition with the interests of the other of the said parties hereto, without the assent in writing of the party to be affected thereby. And further it is mutually agreed, that said party of the second part, shall not sell, convey, lease or let to any party whatever, without the consent of the said party of the first part, or of the Legislature, the whole or any part of said railroads, nor in any manner alienate the same, except that the same may be placed under mortgage with the stipulations usual in such cases, for the purpose of raising funds whereunto to Construct the said Rail roads, and to provide the necessary buildings and equipments therefor. In witness whereof the said parties have hereunto set their hands and seals in pursuance of resolutions adopted by their respective Boards of Directors, by the Signatures of their respective Presidents and Secretaries, and the affixing of the seals of said Companies respectively, the day and year first above written.

And whereas the said Saint Croix and Lake Superior Rail Road Company, for the purpose of fulfilling its obligations as expressed in the foregoing indenture and articles of agreement, and of fulfilling its obligations to the State of Wisconsin, as the same are set forth in said act approved March 5th 1857 and recognized and assumed in said articles of agreement, and for the further purposes of Constructing its Rail Roads from a point in the Saint Croix River or Lake, between Townships twenty four and thirty one to the West end of Lake Superior and to Bayfield has determined to borrow a sum of money not exceeding Two millions of Dollars and to issue its bonds for the repayment of the moneys which may be borrowed with the interest thereon, which bonds (exclusive of the numbering and interest warrants or coupons) will be substantially in the following form.

United States of America
State of Wisconsin

The Saint Croix and Lake Superior Rail Road Company. Know all men by these presents that the Saint Croix and Lake Superior Rail Road Company acknowledge themselves indebted to the bearer hereof in the sum of One thousand Dollars of lawful money of the United States, for money borrowed for the Construction of their road from Saint Croix River or Lake to the west end of Lake Superior and to Bayfield which sum they agree to pay to the bearer hereof on the first day of March in the year of our Lord 1857 at the Bank of the Republic in the City of New York with interest at the rate of 7 per centum per annum payable in the City of New York semi annually on the first day of September, and the first day of March in each year, on presentation and delivery of the interest warrant or coupons hereto annexed. Said Rail Road Company reserves the right to satisfy and discharge this bond at any time before the principal becomes due, by paying to the holder thereof the sum of Eleven Hundred Dollars with the interest upto the time of such payment, so far as the same may not have been previously paid. This is one of Ten thousand bonds all of the same tenor and numbered from 1 to 10.000 respectively, which make in the aggregate the sum of Ten Millions of Dollars, to secure the payment of all which bonds, a Deed of Trust has been executed by said Saint Croix and Lake Superior Rail Road Company to Samuel S Daggett and Cicero Comstock Trustees Conveying to said Trustees all the Estate, real personal and mixed, described in a certain indenture and articles of agreement between the La Crosse and Milwaukie Rail Road Company and the Saint Croix and Lake Superior Rail Road Company bearing date the fifteenth day of January 1857 of record, and to which reference is made, and also conveying all the interest which the said Saint Croix and Lake Superior Rail Road Company, has acquired or may hereafter acquire, in and to so much of the lands granted by the Congress of the United States by an act approved June 3d 1856. entitled "an act granting certain lands to the State of Wisconsin, to aid in the construction of Railroads in said State" as by the said act were intended to be granted to aid in the construction of a rail road, from a point on the Saint Croix River or Lake, between townships twenty five and thirty one, to the West end of Lake Superior and to Bayfield, estimated to be about Eight hundred thousand Acres, (800000 Acres, and also conveying all the interest which the said Saint Croix and Lake Superior Rail Road Company has acquired or may hereafter acquire in said railroad between the aforesaid points, with all the equipments, and other things pertaining to said rail road; reference to which Trust, and bearing date the fifteenth day of January 1857, and reciting the said acts of Congress and of the Legislature, and the said Indenture with the La Crosse and Milwaukie Rail Road Company is hereby had and made for a more full description of said lands, roads and other property, and the interest thereby conveyed to said Trustee.

In Witness whereof said Saint Croix and Lake Superior Rail Road Company has hereto affixed its Corporate Seal with the names of its President and Secretary the fifteenth of January in the year of our Lord 1857.

President

Secretary

Registered and Countersigned by the Trustee this day of 1857.

Trustee.

And whereas said Saint Croix and Lake Superior Rail Road Company has determined to secure the payment of said bonds as may be issued as aforesaid in the manner herein provided.

Now therefore, this deed witnesseth, that the said Saint Croix and Lake Superior Rail Road Company, in consideration of the premises and of the sum of One dollar paid by said parties of the second part has granted bargained sold, conveyed, and confirmed, and does by these presents, grant, bargain, sell convey and confirm unto said parties of the second part, all the estate real personal and mixed which is conveyed by the said La Crosse and Milwaukie Rail Road Company to said Saint Croix and Lake Superior Rail Road Company, Parts of the first part, both in and by the said before recited indenture and articles of agreement, bearing date the tenth day of March 1857, and also all and singular, the second track, pieces or parcels of land, which now are, or may hereafter be constituted the site of the roadway, tunnels Engine houses, Machine shops, depots and other buildings, and all the other lands and real estate which now constitute, or may hereafter constitute, or be a part of the Roads of the Saint Croix and Lake Superior Rail Road Company from the Saint Croix River or Lake between Townships twenty five and thirty one, to the west end of Lake Superior, and also from any point on the said last described road to Bayfield; and also all and singular the superstructure of said roads, which has made, or to be now made hereafter, and all the engine houses, machine shops, depots, and other buildings, and all the other improvements on or pertaining to said roads, which has now built and made or to be built and made hereafter. And also all and singular the locomotive engines and rolling stock, and all the other equipments of every kind and description, which have already been or may hereafter be procured or used on said roads, or either of them. And all the materials, tools implements, utensils and other personal property, which have been or may hereafter be procured, in connection with said roads or either of them; and also all and singular the rights, liberties, privileges, and franchises of said Saint Croix and Lake Superior Rail Road Company of every kind and description relating to said roads.

And furthermore, and upon the consideration aforesaid, the said Saint Croix and Lake Superior Rail Road Company has granted, bargained, sold conveyed and confirmed, and does by these Presents, grant bargain sell convey and confirm unto said Parties of the second part, all and singular, the lands granted or intended to be granted to said Saint Croix and Lake Superior Rail Road Company, under or by virtue of the act of Congress, and the acts of the Legislature of Wisconsin hereinbefore mentioned, and the said before recited indenture and articles of agreement between the said La Crosse and Milwaukie Rail Road Company, and the said Saint Croix and Lake Superior Rail Road Company, so far as the said lands pertain or are applicable to the construction of said rail roads from the Saint Croix River or Lake, between Townships twenty five and thirty one, to the west end of Lake Superior and from any point, on said last aforesaid road to Bayfield estimated to be about Eight Hundred Thousand Acres of land; together with all and singular, the hereditaments and appurtenances belonging or in any wise appertaining to the lands and real Estate hereby conveyed or intended to be conveyed; and it is hereby declared to be the intention of the parties to these presents to convey and to vest in said Parties of the second part, all the property real and personal of said Saint Croix and Lake Superior Rail Road Company, to be acquired hereafter, as well as that which has already been acquired, together with all the rights liberties privileges and franchises in respect to the roads above mentioned, as fully and amply as the same might have been conveyed if the said Railroads had already been fully constructed and equipped, and the particular lands granted

by the foregoing act of Congress and acts of the Legislature, and the above recited indenture and articles of Agreement so far as the same are applicable to the construction of the said railroads from the Saint Croix River and Lake to the West end of Lake Superior and to Bayfield, has already been designated and assigned to the said Saint Croix and Lake Superior Rail Road Company; To Have and to Hold all and singular the property, real and personal, with the hereditaments and appurtenances and all and singular the rights, liberties, privileges and franchises thereby granted or intended to be granted to the said parties of the second part, and the survivors and survivor, successors and successor of them and their and his heirs and assigns forever as joint tenants and not as tenants in common. In trust nevertheless, and upon the trusts terms and conditions herein declared and provided

First

That default shall be made in the payment of said Bonds, or of some of them or the interest thereon, said Saint Croix and Lake Superior Rail Road Company shall be suffered and permitted to possess, hold and enjoy said Roads from the Saint Croix River or Lake to the west end of Lake Superior, and from some point on said Lake aforesaid route to Bayfield, with the equipments and all other things appertaining to said roads, and use the same and take and receive the income and profits thereof in the same manner as though this deed had not been made

Second.

When said road from Saint Croix River or Lake to the West end of Lake Superior and to Bayfield shall be surveyed and located, and the particular lands granted as aforesaid to aid in the construction thereof shall be ascertained, said Saint Croix and Lake Superior Rail road Company will make schedules of the several sections and parcels of said lands, and affix thereto the minimum prices at which the same are to be sold, which prices shall in the aggregate for all of said lands, amount to the sum of Ten Millions of Dollars at the least, and will furnish such schedules, duly certified by the said Saint Croix and Lake Superior rail road Company to said parties of the second part, together with an affidavit of the President and Secretary of said Saint Croix and Lake Superior Rail Road Company, that to the best of their knowledge, information and belief, the minimum prices have been fairly fixed, having reference to the relative values of the different sections and parcels of land, and whereon said Saint Croix and Lake Superior Rail road Company shall certify in writing to said trustees, that it has contracted for the sale of any section or parcel of said lands at a sum not less than the minimum price affixed to the same and ten per centum at least of the consideration money shall be paid to said trustees, and a bond and mortgage to the proper form, from the purchaser to the Trustees securing the payment of the residue of the consideration money with the interest thereon, as hereinafter mentioned, shall be delivered to said trustees, the mortgage having been first duly acknowledged and recorded, the said Trustee will thereupon make, execute and acknowledge a deed conveying to said purchaser his heirs and assigns, all the right, title, interest and estate of the Trustees, in and to the section or parcel of land so sold, with a covenant that they have not done any act matter or thing, to defeat or prejudice their title to the lands so conveyed. The principal sum secured by the bond and mortgage of the purchaser must be made payable on or before the first day of March, One thousand Eight hundred and Seventy five and the interest thereon must be at the rate of Seven per centum per annum and be payable annually. The deed of the Trustees to the purchaser will bear even date with the Bond and Mortgage; and will specify the true amount of Consideration money, and the manner in which the same has been paid or secured.

Sales may be made in like manner of any section or parcel of said lands, at a less sum than the minimum price affixed to the same in such schedule; provided the President or Secretary of said Saint Croix and Lake Superior Rail road Company shall make and furnish to said Trustees an affidavit, that the price agreed on is, in his opinion the fair market value of the land so sold; and provided also that the aggregate sums on all sales then and previously made, shall be equal to or above the aggregate for such land sold, as specified in said Schedule

Third

The Consideration money on any such sales of land, may be paid either in whole or part by delivering to said Trustees to be cancelled, one or more of the Bonds which may have been issued by the Saint Croix and Lake Superior Rail Road Company as aforesaid at their par value, and payment upon any such mortgage as aforesaid may be made by delivering to said Trustees one or more of such bonds at their par value; and two or more purchases may unite, and pay a part or all of the aggregate amount of Consideration money on their purchases, or a part or all of the aggregate amount of their mortgages in like manner.

Fourth.

All moneys which may be received by said Trustees, under or in pursuance of this trust, after deducting therefrom their compensation for accepting and executing the trust, and all costs, Counsel fees, Charges, and other expenses, shall constitute a sinking fund for the redemption and payment of the bonds to be issued by the Saint Croix and Lake Superior Rail Road Company, as aforesaid, and the Coupons or interest warrants attached thereto, and shall be faithfully applied to that object; and until the monies shall be so applied, the same shall be deposited in one of the Trust Companies in the City of Sandusky upon the best terms which can be procured for the same. and whenever there shall be any money so on deposit said Trustees may, in their discretion, apply the same to the purchase of the bonds which may have been issued by the Saint Croix and Lake Superior Rail Road Company as aforesaid, at their market value in the City of Sandusky; provided such market value shall not exceed the par value thereof and whenever the sum so on deposit shall exceed twenty five thousand Dollars, the surplus beyond that sum shall be so applied by said Trustees; and in case a sufficient amount of Bonds to absorb such surplus cannot be obtained at par in the City of Sandusky, said Trustees shall, on the written request of the President of said Saint Croix and Lake Superior Rail Road Company make purchase of bonds at a premium not exceeding ten per centum of the same can be had in the Sandusky Market.

Fifth

Whenever the Trustees shall receive any of the bonds above mentioned in payment for lands sold, or on mortgages, or shall purchase any bonds as above provided, the same, with any unpaid interest warrants or coupons annexed thereto, shall be immediately cancelled, and shall thereafter only be held as vouchers by said Trustees.

Sixth

In case default for the space of sixty days shall be made in payment of any of said interest warrants or coupons, as they respectively fall due, it shall thereupon be lawful, and said Trustees are hereby authorized and empowered in their discretion to sell at Public or private sale, for the best prices which can be obtained for the same, all or any portion of the lands mentioned in said Schedule for the purpose of obtaining the necessary funds to satisfy such default, and may appoint one or more agents or attorneys to make such sales, execute conveyances to purchasers and receive purchase money

And if the sum in default shall at any time be equal to the amount of the interest for one year, on all the bonds then outstanding, and the same cannot be satisfied within a reasonable time by such sales of lands, or if default shall be made in the payment

of the principal sum of said Bond at maturity, said Trustees may thereupon in their discretion, either in person or by their attorney or attorneys, agent or agents appointed for that purpose, enter into and upon, and take possession of all and singular the said roads, from the Saint Croix River or Lake to the west end of Lake Superior and to Bayfield and all the other property, real and personal, herein before conveyed or intended to be conveyed and may operate said road, and take and receive the income and profits thereof, and may sell all and singular, the said roads, and all the other property, real and personal, hereby conveyed or intended to be conveyed, either at public or private sale, and execute and deliver to the purchaser or purchasers, deeds and conveyances which shall vest in such purchaser or purchasers, all the estate right, title, and interest, whether legal or equitable of said Trustees and said Saint Croix and Lake Superior Rail Road Company, of in or to said property and every part and parcel thereof, including the rights liberties and privileges and franchises of said Saint Croix and Lake Superior Rail Road Company, in respect to the roads which may be sold as aforesaid; but before any sale of the said roads or any part of them, or the rights liberties privileges or franchises aforesaid, shall be made at Auction, notice of such intended sale shall be published once in each year week for twelve weeks at least in two newspapers published in the City of New York, and in three newspapers at the least published in the State of Wisconsin one of which shall be published in the City of Milwaukee; and should any further notice be required by the laws of the State of Wisconsin, the same shall be given, and on the written request of the holder or holders of the major part in amount of the bonds then outstanding, the Trustees shall proceed to sell and convey said property in the manner hereinbefore provided.

Seventh

Said Saint Croix and Lake Superior Rail Road Company will cause this deed to be duly recorded in all proper places, and will satisfy and discharge all taxes, charges liens, and other burdens, which either exist or may hereafter be imposed or accrue on the whole, or any part of the property hereby conveyed or intended to be conveyed, and said Trustees assume no duty or responsibility on those subjects, or in relation to any other matter except as herein provided.

Eighth

Said Trustees may appoint all such Attorneys, Counsellors, clerks and other Agents as they may deem proper in the execution of the trust, and shall not be answerable for the ~~trust~~ defaults or other misconduct of such attorneys, Counsellors clerks or other Agents, unless chargeable with culpable negligence in their selection and neither either of the Trustees shall be answerable for the acts omissions or defaults of his associate or associates; nor shall either of the Trustees be responsible for anything short of gross negligence, or wilfull defaults in the discharge of his duties

Ninth

This trust extends to such bonds and such only, as shall be registered and countersigned by said Trustees, and when all of said bonds shall be satisfied and discharged, the trust shall cease. The trust also shall cease at the end of six Calendar months after the principal moneys shall fall due, as to all such bonds as shall not then have been presented for payment; and whenever the trust shall determine, and any moneys which may be due to the Trustees shall be paid, the Trustees will reconvey to said Saint Croix & Lake Superior Rail Road Company all their rights, title and interest of in and to all of said trust property, which may not have been previously disposed of in pursuance of the trust.

Tenth

All the powers and duties of the Trustees may be executed and discharged

by any two of them, and in case of the death, incapacity to serve or resignation of any trustee all the estate and interest hereby created shall vest in the other trustees or trustee, as fully as if they or he, or he only had been made in and had executed the Deed. The Circuit Court in the second Judicial District of the State of Wisconsin may remove either of the Trustees on the application of his associates, or of the said party of the first part, reasonable notice first being given to such Trustee. Any Trustee may resign his trust and thenceforward be discharged from all further duty or obligation in relation to it, provided such resignation, after reasonable notice to said the President and Secretary of said Saint Croix and Lake Superior Rail Road Company and the other Trustees, shall be approved by the said Circuit Court. If at any time there shall be but one trustee capable of acting, said Circuit Court on reasonable notice to such Trustee, and said President and Secretary may appoint a new trustee, who shall thereupon acquire and have all rights title interest and authority under the trust, and subject to all duties and responsibilities in relation to the same as fully as though he had been originally named as a Trustee and had executed this deed.

Eleventh,

Said Saint Croix and Lake Superior Rail Road Company will from time to time, pay all such costs, charges, and expenses as the trustees may sustain or be put to in the execution of the trust and keep them fully indemnified in the premises. Said Trustees hereby accept and covenant and agree to and with the said Saint Croix and Lake Superior Rail Road Company faithfully to execute said trust, and said Saint Croix and Lake Superior Rail Road Company hereby covenants and agrees to and with said Trustees, the survivors and survivor, successor & successors of them, that it will from time to time, during the continuance of the trust make execute, cause to be duly recorded and deliver to said Trustees, or to the persons who shall then be trustees, all such further conveyances and assurances, and will do all such further acts as may be either necessary or proper for more effectually vesting in said Trustees all such rights title interest and estate both legal and equitable as said Saint Croix and Lake Superior Rail Road Company now has or may hereafter acquire of, in or to all and every part of the property hereby conveyed or intended to be conveyed.

In witness Whereof said Saint Croix and Lake Superior Rail Road Company has hereto affixed its corporate seal and caused the same to be subscribed by its President and Secretary and the Trustees have subscribed their names and affixed their seals the day and year first above written

Saint Croix and Lake Superior Rail Road Company
By John Lockwood President

A. V. Parringer Secy
of the Saint Croix and Lake Superior R R Co

Wm B. Hood
Winfred Smith } Witnesses

Samuel J. Daggett
Cruz Cornelotte } Trustees

E. Salomon
A. Rosenthal } As to signatures to Trustees

State of Wisconsin
Milwaukee County } ss.

Be it remembered that on the 20th day of January AD One thousand Eight hundred and fifty Eight before me came John Lockwood President and A V Barringer Secretary of the said Corp and Lake Superior Rail Road Company to me known to be the persons who executed the foregoing deed and acknowledged that they executed the same in behalf of and as the act and deed of the said Rail Road Company freely and voluntarily for the purposes therein mentioned

Winfield Smith
Notary public

State of Wisconsin
Milwaukee County } ss.

On this twenty fifth day of January AD 1858 personally came before me the above named Samuel F Daggett and Cicero Comstock to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed

Edgerton Salomon
Notary Public
Mil Co

Recorded January 26th 1858 at 11.30 AM

La Crosse and Milwaukee Rail Road Company
and
Gurdon C. Bronson James D. Smith & Shepard Knapp

An Indenture made the twenty eighth day of January One thousand eight hundred and fifty eight, between the La Crosse and Milwaukee Rail Road Company, a corporation created by the State of Wisconsin of the first part and Gurdon C. Bronson James D. Smith and Shepard Knapp all of the City of New York, as trustees as hereinafter mentioned of the second part

Whereas by a certain deed of trust bearing date the thirty first day of December One thousand eight hundred and fifty Six, made and executed between the parties hereto, the said parties of the first part after reciting their intention to borrow a sum of money not exceeding ten million of dollars for the purpose of constructing their rail roads, and to issue their bonds for the repayment of the money so borrowed to an amount not exceeding that sum, did for the purpose of securing their bonds to the amount aforesaid so proposed to be issued, grant and convey to the said parties of the second part as Trustees all and singular the rail roads of the said Company constructed and to be constructed from Madison by way of Portage City to the St Croix river at Prescott, and from Portage City to La Crosse, and the appurtenances thereof and all the lands and premises constituting or which should thereafter constitute the site of the roadway of said Company, and the tenements, depots, buildings and other appurtenances of said road, and the rolling stock, equipments, and other property which had been or should be provided for the said road, and likewise all the right and interest, whether present or prospective of the said Company in or to the land granted by the United States in aid of the construction of said rail roads, to which the said Corporation was or might be or become entitled under and by virtue of the act of Congress, and the Act of the Legislature of the State of Wisconsin, in said Deed of Trust recited; by which deed of trust provisions were made for the application of the property so conveyed in trust or mortgaged, or the proceeds of the same, to the payment of the interest upon, and the redemption of the principal of the bonds so proposed to be issued, in certain modes and upon certain terms and conditions in the said deed of trust specified; as by reference to such deed of trust (to which reference is hereby made with the like effect as if said deed and all the provisions thereof were herein recited at large) more fully appear.

And whereas, the said La Crosse and Mil waukee Rail Road Company have heretofore caused to be countersigned by the said Trustees bonds under, and secured or designed to be secured by the said Deed of Trust or mortgage to the amount of two millions five hundred thousand Dollars, which have been for the most part issued and negotiated, and said Company being now engaged in the construction and completion of that portion of the said Road between Portage City and La Crosse, have ascertained that in order to complete said road to La Crosse with the necessary turn outs, Stations, depots, buildings, bridges, and all other appurtenances, it will not be necessary to issue bonds under said Deed of Trust or mortgage to an amount exceeding in the whole four millions of Dollars, including those which have been already issued and have accordingly resolved and determined that the issue of such bonds for that purpose shall be limited to that amount, and that no lien shall be created by the issue of bonds under said mortgage upon that portion of said road between Portage City and La Crosse or upon the lands appurtenant to that section of said road, to an amount exceeding in the whole four millions of Dollars, and have also resolved and more fully and specifically to secure the said bonds issued and to be issued within such amount of four millions

of Dollars, in the manner and to the effect herein provided and declared.

Now

this indenture witnesseth that in consideration of the premises and of One dollar to the said Company in hand paid, the receipt whereby is hereby acknowledged, and in order to secure the said bonds issued and to be issued within the said amount of four million Dollars, and to induce the future taking of said bonds, as well as those hereafter to be issued by said Company, the said The La Crosse and Milwaukee Rail Road Company have covenanted, granted, and agreed, and do hereby covenant grant and agree to and with the said Grenville C. Benson, James T. Soutter and Shepherd Knapp as Trustees as aforesaid for and on behalf of all such persons and corporations as now are or hereafter shall become or be holders of any of the bonds within the amount of four millions of Dollars issued and to be issued as hereinbefore recited, and to and with the successors of said trustees, that no bonds exceeding in the whole, including those already issued, the said sum of four millions of Dollars, shall be issued under said mortgage or deed of trust bearing date December 31st 1856, so as to make the amounts thereof liens upon the said road from Portage City to La Crosse, or any part thereof, or upon any of the transoms, bridges, depots, buildings or other appurtenances thereof, or upon any of the rolling Stock, materials or other personal property, acquired or to be acquired for or in connection with the same, or upon any of the lands appurtenant to, or acquired or to be acquired under or by virtue of the said act of Congress and of the State of Wisconsin, by reason of the construction of said road from Portage City to La Crosse, the said Section of road from Portage City to La Crosse being in length One hundred and four miles or thereabouts, and being by the way of New Lisbon, Tomah and Sparta But nothing herein contained shall be so construed as to prevent the said Company from issuing bonds under said mortgage or deed of trust to such additional amount not exceeding Six millions of Dollars as shall be requisite for completing their said road from the point known as the junction above near the town of Tomah to the St Croix river or Lake, provided the lien thereof shall be so limited as not to interfere with the prior lien, hereinbefore provided for, of the said first mentioned bonds for four millions of dollars upon the said Section of road from Portage City to La Crosse with the appurtenances and the lands appurtenant to or acquired in connection with that Section of road.

And

for the considerations and purposes aforesaid the said La Crosse and Milwaukee Rail road Company do further covenant, grant and agree to and with the said Grenville C Benson, James T Soutter and Shepherd Knapp, as trustees as aforesaid for and on behalf of all such persons and corporations as now are or hereafter shall become or be holders of any of the bonds within the amount of four millions of dollars issued and to be issued as herein first recited, and to and with the successors of said trustees that notwithstanding the provisions contained in the said deed of trust or mortgage bearing date December 31st 1856 relating to the proceedings to be had in case of default in payment of the interest upon the bonds issued thereunder, it shall and may be lawful for the said trustees, and they are hereby authorized and empowered, in case default shall be made for the space of Sixty days after demand thereof in the payment of interest upon any of the bonds issued or to be issued within the limit of four Millions of dollars, as herein first recited, or in case default shall be made in the payment of the principal of said bonds or any of them, when such principal shall become due whether upon and take possession, of all and singular the said road from Portage City to La Crosse constructed and to be constructed as aforesaid, with all the appurtenances thereof, including, rolling Stock, and to operate such road, and apply the net income realized therefrom to the payment of the interest in arrear upon the said bonds

issued and to be issued within the limit of four millions of dollars, as herein first recited and in case the interest which shall have accrued upon any of such bonds issued and to be issued within such limit of four millions of dollars, as aforesaid shall remain at any time unsatisfied for six months after the presentation of the coupons for payment, or in case the principal of such bonds or any of them shall have fallen due and shall remain unpaid, the said Trustees or their successors may and upon the written request of the holders of a majority in amount of such bonds, they shall sell either at public or private sale, all and singular the said road from Portage City to La Crosse constructed and to be constructed as aforesaid, with all and singular the several tracts, pieces or parcels of land which now are or may be or constitute the site of the roadway, turnouts, engine houses, workshops, depots and other buildings, and all the other lands and real estate, which now constitute or may hereafter constitute or be a part of the said Section of Road from Portage City to La Crosse, and also all and singular the superstructure of that Section of road which has now made or to be made hereafter, and all the Engine Houses, Work Shops, Depots, and other buildings and all the other improvements, or appertaining to said section of road, whether now built and made or to be built and made hereafter. And also all and singular the locomotive engines and other rolling Stock, and all the other equipments of every kind and description which have already been or may hereafter be procured for, or used on the said section of road, and all the materials, tools implements, utensils and other personal property which have been or may hereafter be procured in connection with said Section of Road

And also

all and singular the rights, liberties, privileges and franchises of said Railroad Company of every kind and description relating to the said section of road from Portage City to La Crosse, and execute and deliver to the purchaser or purchasers, deeds and conveyances which shall vest in such purchaser or purchasers all the estate, right title and interest whether legal or equitable, of said Trustees and said Rail road Company, of in to the property so sold and every part and parcel thereof, including the rights, liberties privileges and franchises of said Rail Road Company in respect of the road from Portage City to La Crosse which may be sold as aforesaid, Provided always, that notice of such sale shall be given in accordance with the provisions in that behalf contained in the said deed of trust or mortgage bearing date December 31st 1856. And it is hereby declared and provided that the net proceeds of such sale so made by said Trustees shall be applied to the payment of the amount then owing (whether then due or yet to become due) for principal and interest upon the said bonds within the amount of four millions of Dollars, issued and to be issued as herein first recited, and in case the said net proceeds shall be insufficient for the full satisfaction thereof they shall be applied thereon pro rata in proportion to the amounts owing upon said bonds. Saving and reserving to the holders of said bonds, all their rights, liens, and claims for the satisfaction of the balance remaining owing to them, out of the lands and other securities in that behalf provided by the said deed of trust or mortgage bearing date December 31st 1856.

Provided always

nevertheless that if such default in the payment of interest should occur before the completion of the said railroad to La Crosse the Trustees shall not take possession of said road in consequence of such default, until such default in the payment of interest shall have continued six months, and the sale of said road in consequence of such default shall not be made until after such default shall have continued twelve months.

And it is hereby expressly declared, granted, and agreed by the said Company that the provisions herein contained for the security of the said bonds within the amount of four millions of dollars issued and to be issued as herein

first recited, and for the enforcement of the liens and securities provided therefor are in addition to the provisions, liens, and securities made or created in that behalf by the said original deed of trust or mortgage bearing date December 31st 1856. and that all such original provisions, liens and securities are notwithstanding this instrument to remain in full force and effect, save in so far as conditions of or limitations in respect of the manner of the enforcement of such liens or securities are by this instrument qualified or dispensed with. ——— And the said Company do hereby for the considerations aforesaid further covenant, grant, declare and agree to and with the said Trustees for and on behalf of all such persons and corporations as now are or hereafter shall become or be holders of any of the bonds within the amount of four millions of dollars, issued and to be issued as hereinbefore recited, and to and with the successors of said Trustees, that all and singular the lots, lands, and real estate whatsoever which the said Company now own, or which they shall hereafter acquire by purchase, grant, gift or otherwise, in the City of La Crosse & its vicinity and all improvements made or to be made thereon, shall be deemed and taken to be appurtenant to the said Section of road from Portage City to La Crosse And for all the purposes of the said Original deed of trust or mortgage bearing date December 31st 1856. and of this instrument, the same shall be deemed to be included in the conveyance or mortgage thereby made to said Trustees, and to be covered by the provisions of the said Original deed of trust or mortgage, and of this instrument, whether such lots, lands, or real estate shall have been or shall be provided or acquired for actual use by said Rail road Company for the purposes of their business or not.

And it is further expressly declared, granted and agreed by the said Company, that the entire proceeds of the sales of the lands granted by the State of Wisconsin under the Act of Congress of June 3rd. 1856. to aid in the construction of the roads of the said Company, so far as said lands pertain to or shall be derived from the construction of that portion of their said roads constructed and to be constructed from Portage City westward, to the junction so called at or near the Town of Tomah, being a distance of Sixty one miles or thereabouts from Portage City embracing about three hundred and seven thousand and two hundred acres, after deducting therefrom all charges Counsel fees, and expenses incurred by them in and about this trust, shall be by said Trustees disposed of and applied in the first instance to the payment of whatever sum or sums may be due or owing upon the four millions of bonds hereinbefore referred to, in accordance with the provisions of the before mentioned deed of trust or mortgage bearing date December 31. 1856. and the surplus if any after the full satisfaction of said bonds, shall be divided pro rata among the holders of such certificates as may be issued by the said Company in connection with the said Bonds allowing to the holders of privileged Stock which has been heretofore issued in connection with such bonds, and which shall not be surrendered, such proportion if any, of the said surplus proceeds as they may be entitled to which said Certificates to be issued in connection with said bonds shall be in substance as follows. ——

—— This Certificate entitles the holder of first land grant bond No —— to dividends of such surplus as may be realized by the Trustees under the provisions of a certain Deed of trust or mortgage of this Company to Greene C. Bronson James T. Soutter and Shepherd Knapp, dated January 28th 1858. from the sales of the public lands granted by the State of Wisconsin to this Company to aid in the construction of its land grant road, so far as said lands pertain to or any shall be derived from the construction of that portion of their said road

constructed and to be constructed from Portage City westward to the junction so called at or near the Town of Tomah, being a distance of Sixty one miles or thereabouts from Portage City, embracing about three hundred and seven thousand two hundred acres, after providing for the first mortgage land grant bonds issued under the above mentioned mortgage or deed of trust, upon the pledge of said lands in the proportion that one thousand dollars bears to the sum of four millions of Dollars of such bonds issued and to be issued under the provisions of the above named mortgage or deed of trust, or in case the holders of any of the bonds heretofore issued under the said mortgage or deed of trust, with the accompaniment of the privileged Stock so called shall decline to surrender the Certificates for such privileged Stock in exchange for certificates of this character, then in proportion to the amount of Certificates of this character issued and to be issued to accompany the bonds issued and to be issued within the above mentioned limit of four millions of Dollars after allowing to the holders of the principal privileged stock above referred to which may not be surrendered, such proportion if any of the said surplus proceeds of said lands as they may be entitled to.

—— Such surplus shall be divided by the Trustees whenever the amount realized shall be equal to five per cent upon the amount of the bonds entitled to this privilege. No responsibility attaches to the holder of this certificate for any charges or assessments. ——

Milwaukee, Wisconsin January 28th 1858.

Register —— President

In testimony whereof the said The La Crosse and Milwaukee Rail Road Company in pursuance of a resolution of their Board of Directors to that effect, have to this instrument affixed their Corporate seal, and caused the same to be attested by their President, and the said Greene C. Bronson James T. Soutter and Shepherd Knapp have hereunto set their hands and seals the day and year first above written.

Seal

The La Crosse & Milwaukee Rail Road Company by Stephen Clark President
Jackson Hadley Secretary of the La Crosse & Milwaukee Rail road Company

Present Dow
D E Wheeler
I P C Cottrill
C R K Butler
} Witness as to Jackson Hadley signature

State of Wisconsin
County of Milwaukee ss. Be it remembered that on this 18th day of February Eighteen hundred and fifty Eight before me personally appeared Jackson Hadley to me well known to be the person who executed the foregoing instrument as Secretary of the La Crosse and Milwaukee Rail Road Company and acknowledged he executed the same as the free act and deed of said La Crosse and Milwaukee Rail Road Company for the uses and purposes therein mentioned.

I. P. C. Cottrill
Notary Public residing
in Milwaukee County
Wisconsin

16 County and State of New York ss.

Be it Remembered that on this 30th day of January A.D. 1858. before the subscriber, a Commissioner in and for said State of New York, appointed by the Governor of the State of Wisconsin, to take the acknowledgement and proof of the execution of Deeds and other instruments of writing, under Seal now to be used or recorded in the said State of Wisconsin, appeared Stephen Clark described in and who executed the above instrument in writing as the President of and in behalf of the La Crosse and Milwaukie Rail Road Company" and acknowledged that he executed the said instrument freely for the purposes therein stated. And I certify that the person who made the said acknowledgement is known to me to be the individual described in and who executed the said instrument

In testimony whereof I have hereunto set my hand and Seal of official at my office No 111 Broadway New York the day and year first above written

Given under my hand and official Seal the day and year above written

Orlando L Stewart
Commissioner for Wisconsin

Recorded Feby 11th 1858 at 8 30 Am.

Selah Chamberlin
with
The La Crosse and Milwaukie Rail Road Company.

This indenture made the twenty eighth day of January One Thousand Eight Hundred and fifty eight between Selah Chamberlin of the first part and the La Crosse and Milwaukie Railroad Company of the second part.

Whereas a certain instrument bearing date September 26th 1857. was heretofore executed between the parties hereto and is now in force by which the railroads of said Company are located and to be constructed from Prairie City to La Crosse is demised to the said party of the first part and the net revenue to be derived from the operation of said road is agreed to be applied to certain purposes and in a certain manner as by reference to such instrument will appear

Now in consideration of the premises and of the sum of One Dollar to each of the parties hereto in hand paid by each to the other at the ensealing and delivery of these presents the receipt whereof is hereby acknowledged the parties hereto have covenanted granted and agreed, and do hereby covenant grant and agree to and with each other, that the said instrument bearing date September 26th 1857 shall be and hereby is so modified and altered as that all the net revenues to be realized during the continuance of said lease from the operation of the said road constructed and to be constructed from the said point known as the junction to Lakeside subsequent to the first day of August 1858 shall so long as said lease shall endure be applied in the first instance to pay the interest which shall accrue subsequent to said first day of August next upon the four millions of dollars of Land-grant bonds issued and to be issued under and in pursuance of the Deed of Trust or mortgage bearing date December 3rd 1856 made by said Company to Jesse C Benton, James D Sautter and Shepherd Knapp as Trustees and the instrument in modification thereof bearing even date herewith

In witness whereof the said Selah Chamberlain hath hereunto set his hand and seal and the said The La Crosse and Milwaukie Rail Road Company hath caused its Corporate Seal to be hereunto affixed and the same to be attested by its President the day and year first above written

Selah Chamberlain

Signed
W F Smithmyd
The La Crosse and Milwaukie Rail Road Company by Stephen Clark President

Seal

Jackson Dadley Secretary of the La Crosse and Milwaukie Rail Road Company

Signed J P C Cottrell as to Selah Chamberlain
Jackson Dadley

State of New York
City and County of New York ss.

Be it Remembered that on the 30th day of January in the year 1858. before me a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take acknowledgement and proof of the execution of Deeds or other Conveyances to lands, and of any contract letter of Attorney or other Contract under Seal or not, to be used in the said State of Wisconsin and to take and

certify depositions to be received and recorded in said State of Wisconsin appeared Selah Chamberlain described in and who executed the foregoing instrument of writing between himself as one of the parties thereto and the La Crosse and Milwaukie Rail Road Company by Stephen Clark its President the then party thereto and the said Selah Chamberlain acknowledged that he executed said instrument freely for the purposes therein stated, and I certify that the person who made the said acknowledgement is known to me to be the individual described in and who executed the said instrument.

Given under my hand and official seal this day and year above written.

Orlando L Stuart
Commissioner for Wisconsin

State of Wisconsin
County of Milwaukie } ss

Be it remembered that on this 10th day of February Eighteen hundred and fifty Eight before me personally appeared Jackson Hadley to me well known to be the person who executed the foregoing instrument as Secretary of the La Crosse and Milwaukie Railroad Company and acknowledged that he executed the same as the act and deed of said La Crosse and Milwaukie Rail Road Company for the uses and purposes therein mentioned.

D. F. Collville
Notary public residing in
Milwaukie County Wisconsin

Recorded February 11th 1858 at 8 3/4 A.M.

✓

Milwaukee and Mississippi Rail Road Company
and
Thomas L. Ogden.

This Indenture made the fifteenth day of March in the year of our Lord One thousand eight hundred and fifty eight between the Milwaukie and Mississippi Railroad Company a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Thomas L Ogden of the City of Milwaukie in said State party of the second part.

Whereas the parties of the first part pursuant to the terms of the Statutes incorporating them and other Statutes of said State affecting them, have constituted a Rail Road from the City of Milwaukie in Lake Michigan to the Mississippi River and from Milton via Janesville to Monroe in the State of Wisconsin and for that purpose have incurred certain indebtedness in and about the construction of said Railroads, and in order to raise money for the payment thereof have resolved to execute certain bonds with interest warrants or coupons annexed as hereinafter mentioned to the amount of Eighteen hundred thousand Dollars, said Bonds to be issued in amount of One thousand dollars and of five hundred dollars, each numbered from number one & so consecutively to the person or persons lending such money or to the persons to whom such indebtedness is due, the same to be made payable in the City of New York, that is the first One thousand bonds of Five hundred dollars each numbered from Number one A to number One thousand A inclusive shall be payable in the said City of New York on the fifteenth day of September A.D. One thousand Eight hundred and sixty two, and bearing interest from their date at the rate of Eight per cent per annum payable semi annually on the fifteenth day of each March and September ensuing the date thereof in the City of New York until the principal shall be paid, such bonds to be dated on the fifteenth day of March in the year One thousand eight hundred and fifty Eight and to be on an equality so far as regards security for the payment thereof by these presents notwithstanding the same may be issued at different times each of said bonds to be authenticated by a certificate signed by said party of the second part; and five hundred and fifty bonds of One thousand dollars each or nine hundred bonds of Five hundred dollars each, to be dated on the fifteenth day of March One thousand Eight hundred and fifty Eight and to be numbered from number One thousand and one A consecutively, and shall be payable in the City of New York, on the first day of April One thousand eight hundred and seventy nine, and that they bear interest from date at a rate not exceeding seven per cent per annum payable semi annually on the first day of each April and October ensuing the date thereof until the principal be paid, and that interest warrants be annexed to said bonds, each of said bonds to be authenticated by a certificate signed by said party of the second part; and two hundred and fifty bonds of One thousand Dollars each numbering from the highest number of the last aforesaid specified bonds consecutively with the affix A bearing date on the fifteenth day of March in the year of our Lord, One thousand Eight hundred and fifty Eight and bearing a rate of interest not exceeding ten per cent per annum payable semi annually in the City of New York on each first day of July and January thereafter until the principal be paid and ~~until~~ the principal payable in the City of New York in the year of our Lord One thousand Eight hundred and Eighty one, with interest warrants attached to be authenticated by a certificate signed

by said party of the second part, And the remainder of said Eighteen Hundred Thousand dollars being in amount Six hundred Thousand dollars of bonds of One Thousand Dollars each numbered Consecutively from the highest number of the last aforesaid sealed bonds with the affix A to said numbers to distinguish them from other bonds of this Company in other mortgages and be dated on the fifteenth day of March A.D. One Thousand eight hundred and fifty eight bearing a rate of interest not exceeding ten per cent per annum payable semi annually in the City of New York on each first day of May and November entering the date of said bonds until the principal be paid and the principal payable in the said City of New York in not less than ten nor more than thirty years from their date with interest warrants attached; and that the said bonds and coupons of bonds shall be on an equality one with each other so far as regards security and lien on the road by these presents notwithstanding the same may be issued at different times except that the pledge of earnings shall only apply to the first One Thousand Bonds, each of said bonds to be authenticated by a Certificate signed by said parties of the second part. And Whereas this Indenture witnesseth that the said parties of the first part in order to secure the payment of said bonds and interest, and in consideration of the sum of one dollar to them at the ensealing and delivery hereof in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have granted bargained, sold, transferred and conveyed and by these presents do grant bargain sell transfer and convey to the said party of the second part his successor or successors in the trust hereby created and assigns all the following real and personal property and estate of the said parties of the first part, that is to say all of their said Railroad lying and between the City of Milwaukie on Lake Michigan and the east bank of the Mississippi River and Prairie du Chien and between Milton and Janesville and Monroe in the State of Wisconsin including right of way, depot grounds, rights privileges franchises, immunities, machine houses rolling stock fixtures, tools, implements, wood appendages, and appurtenances belonging to or used in connection with said Railroad together with the superstructure and tracks thereon and all rails and other materials thereon, bridges, viaducts culverts, fences equipments necessary, depot grounds and buildings thereon belonging to the said parties of the first part, and all other personal property appertaining to said line of road and now belonging to said parties of the first part or hereafter to be acquired by them, and all rights thereto, and interest therein, and also all future right thereto and interest therein together with the names and functions of said Railroad, tolls thereof income to be had or levied therefrom and all corporate and other franchises rights and privileges of the said parties of the first part of in to or concerning the same subject however to certain mortgages heretofore executed by the parties of the first part in the month of June A.D. One Thousand eight hundred and fifty two and in the month of April A.D. One Thousand eight hundred and fifty three, to secure certain mortgage bonds amounting in the aggregate to One million two hundred and fifty thousand Dollars which said mortgage does and are liens upon portions of the said road extending from Milwaukie to the Wisconsin river only, And subject also to a certain other Sinking fund Mortgage dated the first day of June A.D. One Thousand Eight hundred and fifty four to secure bonds hereafter issued thereunder to the amount of One million two hundred and fifty thousand Dollars, and to secure other bonds to the further amount of One million two hundred and fifty thousand Dollars to be issued hereafter by virtue of certain resolutions and provisions contained in said mortgage and to be used and applied for the purpose of paying or exchanging for the before mentioned mortgage bonds of the same amount issued under said Mortgage executed in said months of June, A.D. One Thousand Eight Hundred and fifty two and April

A.D. One Thousand eight hundred and fifty three, the total amount to be issued under said Sinking fund and existing mortgage not to exceed Two millions five hundred Thousand Dollars.

And subject also to a second mortgage executed on the Eighth day of September A.D. One Thousand Eight hundred and fifty seven for certain bonds to the amount of Six hundred Thousand Dollars all of the aforesaid mortgages being on and upon the main line of road from Milwaukie to Prairie du Chien and subject also to a certain other mortgage on the Southern line, dated July 1st A.D. One Thousand Eight hundred and fifty six under which bonds have been issued between Janesville and Monroe to the amount of three hundred and fifty Thousand Dollars, And subject also to a certain other mortgage on said Southern line given to the City of Milwaukie and executed on said line from Milton to Monroe to secure three hundred Thousand dollars of City bonds issued to this Company the total amount of Prior bonds issued and to be issued to which this mortgage is subject being three millions seven hundred and fifty thousand Dollars.

And Whereas it further granted and pledged by the party of the first part to the party of the second part for the payment of the first one Thousand bonds of five hundred dollars each the surplus net earnings of the road and property aforesaid described remaining after the payments of the expences of operating the same and of keeping it and the rolling stock in repair and after retaining a sufficient amount to pay the interest accrued and to accrue on the bonds and floating debt of the Company and the amount of the Sinking funds hereby provided in the foregoing recited mortgages, and the said Surplus net earnings as soon as ascertained at the close of the fiscal year shall be set apart and be placed in the hands of the said Thomas L. Oddie his successor or assigns in trust and be applied under the direction of the said party of the first part to the purchase of said One Thousand bonds of five hundred Dollars each first aforesaid recited the same being specially pledged by resolutions of the parties of the first part passed March Eleventh, One Thousand Eight hundred and fifty Eight to the payment of the floating debt of said Milwaukie and Mississippi Rail Road Company. But nothing herein Contained shall be Construed as to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City or County bonds or farm mortgages or other securities received in payment of Stock or otherwise or of any lands or other property of the parties of the first part not necessary to be retained for the roadway, depot grounds and stations now required for the Construction or convenient use of said road nor from granting and conveying absolutely if deemed advisable certain lots and portions of lots of land at Madison upon the sides of the track of the road portions of which are now leased to certain individuals by the parties of the first part and on which buildings have been erected by said individuals for the purpose of furnishing ample storage for grain and goods and facilitating the business of the said Railroad Company, also certain lots or grounds in Milwaukie on the Menomonee river on which to erect a grain warehouse not exceeding seven hundred feet in length and two hundred and fifty feet in breadth and the use of the dock in front of said warehouse as specified in a lease to Angus Smith dated on the Thirteenth day of March A.D. One Thousand Eight hundred and fifty Eight, or any vacant lots, nor from collecting moneys due the said Company on Stock Subscriptions or otherwise nor shall anything herein contained be so Construed as to prevent the said parties of the first part from collecting and appropriating funds for the Construction use and repairs of the said road and of every part thereof all lost subscriptions, donations, or loans of money lands or other property which may have

been or may hereafter be made for that purpose, but the said parties of the first part shall have full right so to procure without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns.

To have and to hold the said premises real and personal estate and property, and every part and parcel thereof with the appurtenances unto the said party of the second part his successor or successors in the trust hereby created or assigns upon the following terms, that is to say. In case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any of the said Mortgage Bonds to be issued hereunder at any time when the same shall become due and payable according to the tenor thereof when demanded, then at the expiration of sixty days from and after such default failure, neglect, or refusal in case such principal or interest shall not have been paid upon the request of the holders of any such mortgage Bonds the said party of the second part his successor or successors in the trust hereby created or assigns may enter into and upon and take possession of all or any part of said premises real and personal estate and property, and as the Attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted have use, and employ the same, making from time to time all needful repairs alterations and additions thereto and after deducting the expenses of such use, repair, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder remaining unpaid, And the said party of the second part his successor or successors in the trust hereby created or assigns on the written request of the holders of at least one half of the said Mortgage Bonds issued hereunder and then outstanding unpaid, shall cause the said premises real estate and property, rights and franchises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such Mortgage Bonds as may be then unpaid to be sold at Public Auction in the City of Milwaukee in the State of Wisconsin aforesaid or in the City of Newyork giving at least Ninety days previous notice of the time place and terms of such sale and of the real and personal estate rights and franchises to be sold by advertising the same in two daily newspapers of good circulation published respectively in each of the Cities of Milwaukee and Newyork aforesaid and wherever else required by law, and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part their successors and assigns, and all persons claiming under them of all right interest or claim of in or to said premises and real and personal estate, and property rights and franchises or any part thereof subject however to the lien and incumbrance of the aforesaid previous mortgages. The amount of the bid or purchase money on the said sale may be satisfied in whole or in part by the outstanding Mortgage Bonds or any of them issued hereunder and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to the value to be ascertained and determined by the net amount arising from said sale as compared to the amount of the outstanding bonds issued hereunder as aforesaid and unpaid.

And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and managing such property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of the said outstanding Mortgage Bonds issued hereunder and not used in payment of said bonds aforesaid and shall pay over and return the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension of laws by the said parties of the first part or any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale aforesaid.

And the said party of the second part in case of waste gross mismanagement or of deversion of the net receipts and misapplication of the same or if the property mortgaged is in danger of being impaired from any cause whatsoever to the injury of the trusts hereby created in the opinion of the party of the second part, the said party of the second part may enter into and take immediate possession of said Railroad and manage it for the best advantage to carry out the trusts hereby created, and after the payment of the same shall surrender and return the same to the parties of the first part their successors or assigns, and in such case the said party of the second part shall keep the road in reasonable good repair from the earnings of said road if sufficient.

And the said parties of the first part, Covenant and pledge to the payment of the first two thousand bonds to be issued and secured by this mortgage the surplus net earnings of this said road after leaving a sufficient amount to pay the interest accrued and to accrue on all the outstanding bonds and indebtedness of the Company and the sinking funds hereinafter established being fifty three thousand five hundred dollars per annum after keeping the said road in reasonable good repair, and that the said surplus net earnings as soon as ascertained shall be set apart and be placed in the hands of the said trustee or party of the second part and applied under the direction of the parties of the first part to the purchase of said two thousand bonds

And the said parties of the first part hereby Covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the said hereby created or assigns for more fully carrying into effect the objects thereof particularly for the conveyance of any right interest or property subsequently to the date hereof acquired by said parties of the first part and comprehended or intended to be in the description and terms of this instrument subject however to provisions of the aforesaid first mortgage.

And it is mutually agreed and these presents are upon the express condition that on payment of the principal and interest of said mortgage Bonds issued hereunder the estate hereby granted to the said party of the second part his successor or successors in the trust hereby created or assigns shall be void and the right to the premises and real and personal estate and property hereby conveyed shall revert to and revest in the said parties of the first part without any acknowledgements of satisfaction reconveyance, reentry, or other act however the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid and the said bonds duly cancelled, the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied cancelled and discharged of record.

And it is also further mutually agreed that the said

party of the second part his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care and control and authority and shall not be responsible for the act of any agent or attorney employed by him or them when such agent or attorney is selected with reasonable discretion and that the party of the second part his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or service performed by him or them in the discharge of such trust or duties or they shall be compelled to take possession of said premises and real and personal property and state or any part thereof or to manage the same

And it is mutually agreed that in case of the death mental or civil incapacity or resignation of the party of the second part all his estate right interest power and control in the premises shall be divested and determine and the same shall from thenceforth for the purposes aforesaid be devolved upon and vested in and all and singular the trusts and duties hereinbefore mentioned and enumerated shall be conferred upon and assumed by Hercules L Dousman of Prairie du Chien without any other or further assurance or conveyance of or for the same except that on the happening of either of the above named contingencies the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance of such substitute. And in case of the non acceptance, death, mental or civil incapacity or resignation of the said Hercules L Dousman after the several trusts hereby created shall have devolved upon him the said parties of the first part shall, or within a reasonable time thereafter to be fixed by the holders of a majority of the said outstanding Mortgage Bonds to be issued hereunder may apply to the United States District Court or to the State of Wisconsin to appoint in his place a new Trustee being a resident of the State of Wisconsin and thereupon and upon his acceptance of the trust such new trustee shall become vested for the purposes aforesaid with all the right title property and interest hereby conveyed to or vested in the said party of the second part without any further assurance or conveyance of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further release or conveyance for that purpose to the end that the true intent object and meaning of the instrument may be fully and faithfully carried into effect

In witness whereof the said parties of the first part in the day and year first aforesaid by order of the Board of Directors have hereunto caused to be affixed their corporate seal and these presents to be signed by their President and countersigned by their Secretary at Milwaukee, Wisconsin, and the said party of the second part has also hereunto set his hand and seal

Seal

Milwaukee & Mississippi Rail Road Company
by John Catlin President

Signed sealed & delivered in presence of
Wm P Lynde
David B Ogden

Wm Vaintin Secretary

Thomas L. Ogden (Seal)

State of Wisconsin
City and County of Milwaukee } ss

On this twentieth day of March A.D. Thousand eight Hundred and fifty Eight. Before me the subscriber personally appeared John Catlin and William Vaintin to me known to be the same persons described in and who executed the foregoing indenture and they respectively acknowledge the execution of the same as President and Secretary of the Milwaukee and Mississippi Rail Road Company and the said John Catlin and William Vaintin being by me severally sworn did depose and say as follows, The said John Catlin did say that at the date and execution of the foregoing Indenture he was the President of the said Rail Road Company and was duly authorized by virtue of certain resolutions passed by the Board of Directors of said Company to execute the same and to affix thereto the Corporate Seal of the said Company and that he knew the seal of the said Company and that the seal thereto affixed is the genuine seal of said Company. And the said William Vaintin did say that at the date and execution of the foregoing Indenture he was the Secretary of the said Company and was duly authorized by virtue of certain resolutions passed by the Board of Directors of said Company to execute the same and affix thereto the Corporate Seal of the said Company, that he knew the seal of the said Company and that the seal thereto affixed is the genuine seal of said Company.

David B. Ogden
Notary Public Resident in Said City

The word "September" in the first page in the line numbered "31st" having a pen mark drawn through it and the word "March" being written over September before execution and delivery

Recorded March 21st 1858 at 9.45 A.M.

V

Ripon and Wolf River Rail Road Company
and
John B. Smith.

This Indenture made the first day of march in the year of our Lord One thousand eight hundred and fifty eight between the Ripon and Wolf River Rail Road Company a Corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and John B. Smith of the City of New York party of the second part, Whereas the parties of the first part pursuant to the terms of the Statute of said state incorporating them, and other Statutes of said State affecting them are engaged in constructing a Railroad from the Village of Ripon in the County of Fond du Lac State of Wisconsin, to the Village of Winnebago in the County of Winnebago in the State of Wisconsin aforesaid, and that for purpose in part have resolved to raise a sum of money by loan, for purchasing and transporting iron rails and machinery therefor, and for aiding the construction of said Railroads, and in order to secure payment thereof to amount within the present year, certain bonds, with interest warrants or coupons attached annexed, not exceeding One Hundred and fifty thousand dollars in amount and the total amount to be issued under this mortgage not to exceed One hundred and fifty thousand Dollars, said bonds to be issued in amounts of One thousand Dollars each, numbered respectively from One (1) to one hundred and fifty (150), inclusive to the person or persons lending such money or furnishing such rails or machinery, and made payable in the City of New York, on the first day of April in the year of our Lord One thousand Eight hundred and Seventy Eight, and bearing interest from their date at the rate of Eight per centum per annum, payable semi annually on the first days of each October and each April ensuing the date thereof in the City of New York, until the principal thereby paid, Such bonds to be dated on the first day of April 1858 and to be on an equality so far as regards security for the payment thereof by these presents. Each of said Bonds being authenticated by a Certificate signed by said party of the second part, and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of Stock in said Rail Road Company convertible at any time within five years from the date thereof.

Now this Indenture witnesseth that the said parties of the first part in order to secure the payment of said bonds and interest, and in consideration of one dollar to them in hand paid by the said party of the second part, at the sealing and delivery hereof the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed and by these presents, do grant bargain sell transfer and convey to the said party of the second part, his successor or successors in trust hereby created, and assigns, all the following Real and personal estate and property of the parties of the first part, that is to say, all of that part of their said road from the junction thereof with the Milwaukee & Horicon Rail Road in the County of Winnebago, near the Village of Ripon State of Wisconsin to a point in or near the Village of Winneconne in the County of Winnebago State of Wisconsin which shall be following the line of said Rail Roads fourteen (14) miles from said junction including the right of way and land occupied by said road together with the superstructure and tracks thereon, and all rails and materials thereon used, Bridges, Viaducts Culverts, fences, Equipment necessary depot grounds, and buildings thereon belonging to the parties of the first part and all Rolling Stock, Engines, Tenders, Cars, Tools, material machinery, fixtures and all other personal property appertaining to said line of Roads and now belonging to the parties of the first part, or hereafter to be acquired by them, and

and all rights thereto and interest therein, and also all future rights thereto and and interest therein to be acquired by the parties of the first part together with the name and functions of and appertaining to the said Road, Tolls rents and income to be had or levied therefrom, and all corporate and other franchises rights and privileges of the said parties of the first part, of in and to or concerning the same. But nothing herein shall be so construed as to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any City, Town or County bonds or farm mortgages or other securities received in payment of Stock or otherwise, or of any lands or other property of the parties of the first part not necessary to be retained for the roadway, depot grounds and stations, nor required for the construction or convenient use of said road, or any moneys collected from collecting moneys due to the said Company on Stock subscriptions or otherwise.

Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction, use and repairs of the said road any part thereof, all Stock Subscriptions, donations or loans of money, lands or other property which may have been, and may hereafter be made for that purpose, but the said parties of the first part shall have full right so to proceed so to proceed without let or hindrance from the said party of the second part, his successor or successors in the trust hereby created or assigns.

To have and to hold the said premises, real and personal Estate and property, and every part and parcel thereof with the appurtenances, unto the said party of the second part, his successor or successors in the trust hereby created and assigns, upon the following trusts, that is to say: In case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest or any of the said mortgage bonds, to be issued hereunder, belonging to third parties, at any time when the same shall become due and payable according to the tenor thereof, when demanded, then at the expiration of Sixty days from and after such default, failure, neglect or refusal in case such principal or interest shall not have been paid, the said party of the second part, his successor or successors in the trust hereby created or assigns may enter into and upon and take possession of all or any part of said premises real and personal estate and property, and as the Attorney in fact or agent of the said parties of the first part, by himself or agents or substitutes duly constituted hereof, and and employ the same from time to time in necessary repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder remaining unpaid; and the said party of the second part his successor or successors in the trust hereby created or assigns, on the written request of the holders of at least one half of said mortgage bonds issued hereunder and then outstanding, unpaid or unredeemed with shall cause the said premises, real and personal estate and property, rights and franchises, or as much thereof as shall be necessary to pay and discharge the principal and interest of all such mortgage bonds as may be then unpaid and unredeemed to be sold, at Public Auction in the City of Milwaukee and State of Wisconsin aforesaid, or in the city of New York, giving at least ninety days notice previous of the time place and terms of such sale and of the real and personal Estate and property, rights and franchises to be sold, by publishing the same in two newspapers of good circulation in each of the cities of Milwaukee and New York aforesaid

and thereon and therewith as required by law, and upon such and delivery of the purchase or purchases thereof, a good and sufficient deed of conveyance in fee simple for the same, which shall be taken against the parties of the first part their successors and assigns, and all parties claiming under them of all right interest or claim of in or to said premises, real or personal Estate, and property, rights and franchises, or any part thereof. The amount of the bid or purchase money in the said sale, may be paid in whole or in part by the outstanding mortgage bonds or any part of them issued hereunder, and the same shall be taken and received in such proportion payment and satisfaction by the party of the second part, his successor or successors in the trust hereby created or assigns, according to their value to be ascertained and determined by the net amount arising from said sale as compared to the amount of outstanding and unexecuted bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment of the said principal and interest due and owing on the residue of said outstanding mortgage bonds issued hereunder and not converted into Stock, pro rata in payment of such as aforesaid, and shall pay over and restore the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that no such sale shall any claim or advantage be taken of any valuation appraisement or extention laws by the said parties of the first part, nor any injunction stay of proceedings, or any process be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said parties of the first part hereby covenant for the consideration aforesaid to grant and deliver any further reasonable and necessary conveyance of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created, or assigns for more fully carrying into effect the objects hereof particularly for the conveyance of any rights, interest or property subsequent to the date hereof acquired by the said parties of the first part and comprehended or intended to be in the description and terms of this instrument.

And the said parties of the first part hereby Covenant as aforesaid, That the money borrowed for the purposes aforesaid upon the security of said mortgage bonds to be issued hereunder shall be faithfully applied to the purchase and transportation of iron, rails and machinery, and for the construction and extension of said Road and the expenses attending such loan and purchase; and the said rails and machinery so purchased, shall be transported and used with due diligence in the Constructing finishing, and furnishing said Rail Road, And it is mutually agreed, and these presents are upon this express Condition, that as payment of the principal and interest of said mortgage bonds issued hereunder, or on conversion thereof into Stock in the manner aforesaid, the estate hereby granted to the said party of the second part, his successor or successors in the trust hereby created, and assigns, shall be void, and the right to the premises, and Real and personal Estate and property hereby conveyed shall revert to and revest in the said parties of the first part, without any acknowledgement of satisfaction, Recovery and, Reentry or other act but when the principal and interest of all the said Mortgage bonds to be issued

hereunder shall be fully paid, and the said bonds duly cancelled, the said party of the second part, his successor or successors in the trust hereby created or assigns, shall upon the request of the parties of the first part, or their agents duly appointed and acknowledge payment and satisfaction of this mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied, cancelled and discharged of record.

And it is further mutually agreed that the said party of the second part, his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care, control and authority, and shall not be responsible for the act of any agent or Attorney employed by him or them, when such agent or Attorney is selected with reasonable discretion. And the said party of the second part, his successor or successors in the trust hereby created, shall be entitled to receive proper compensation for any labor or service performed by him or them, in the proper discharge of his or their trust, in case he or they shall be compelled to take possession of said premises and irone and personal property and estate, or any part thereof, or to manage the same.

And it is further understood and mutually agreed that in case of the death, mental or civil incapacity or resignation of the party of the second part, all his Estate, Right interest, Power and control in the premises shall be devested, ceased and determined, and the same shall thenceforth, for the purposes aforesaid, be devolved upon and vested in all and singular the trusts and duties hereinbefore mentioned and enumerated, shall be as follows. The said parties of the first part, or their, defaulting to take proceedings therein for thirty days, the holders of a majority of the said outstanding mortgage bonds to be issued hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new trustee being a resident of the City of Fond du Lac and thereupon and upon the acceptance of the trust, such new trustee shall become vested for the purposes aforesaid, with all the right Estate, property and interest hereby intended to be vested in the said party of the second part without any further assurance or conveying of the same. But if the said trustee necessary, both or either of the parties shall execute and deliver any other or further Release, or conveyance for that purpose to the end that the true intent, object, and meaning of this instrument may be fully and faithfully carried into effect.

In testimony whereof the said parties of the first part, on the day and year aforesaid, by order of the boards of Directors have hereunto caused to be affixed their corporate seal, and these presents to be signed by their President and countersigned by their Secretary at Ripon Wisconsin and the party of the second part has hereunto set his hand and seal

Seal

Chauncey Pigelow
Pres't Ripon & Mis R R Co

A. P. Mapes
Secretary

Signed sealed and delivered in presence of
Wm A. Pugh
Daniel B. Sheldon

Witness

State of Wisconsin
County of Winnebago

Be it remembered that on this 15th day of March A.D. 1858. personally appeared before me the above named C. Bigelow to me known to be the President of the Fox and Wolf River Rail Road Company and the person who executed the foregoing instrument, and acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned of the Fox & Wolf River Rail Road Company

Daniel R. Linden
Notary Public

I, accept the trust as within conveyed to me by the foregoing deed

John B. Smith

Signed Sealed and delivered in the presence of
W. C. Betts
N. B. Mundell

State of New York, City and County of New York. Be it remembered that on this 23d day of March 1858, before me W. C. Betts a notary public and Commissioner of Deeds in and for the said City and County of New York personally appeared John B. Smith to me known to be the person described in and who executed the foregoing acceptance of trust, and acknowledged to me that he executed the same

W. C. Betts
Notary Public & Cert. of Deeds

State of New York
City and County of New York } I, Richard R. Connolly, Clerk of the City and County of New York, and also Clerk of the Supreme Court for said City and County being a Court of Record, do hereby certify that W. C. Betts, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and therein written was at the time of taking such proof or acknowledgement a Commissioner of Deeds and Notary Public for said City and County, dwelling in said City commissioned and sworn, and duly authorized to take the same, And further, that I am well acquainted with the handwriting of such Commissioner and Notary public and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine. And further certify, that said instrument is executed and acknowledged according to the laws of this State as appears by said Certificate

Seal

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 23d day of March 1858.

Richard R. Connolly
Clerk

Recorded in Book and Recorded
March 30th 1858 at 8. 20 Am

This Certifies that the Kenosha & Rockford Rail Road Company of the State of Wisconsin, and Kenosha & Rockford Rail Road Company of the State of Illinois and the Rockford & Mississippi Rail Road Company of the State of Illinois, have under and pursuant to the laws of the State of Wisconsin, and of the laws of the State of Illinois, consolidated by articles of consolidation, duly signed sealed executed and dated the nineteenth day of June A.D. 1857 and now are under the direction of our Board of Directors, and as such have selected and chosen a name for said consolidated Company, which name is The Kenosha Rockford & Rock Island Rail Road Company. That the impression of the Common Seal of the said Consolidated Company adopted by the said Consolidated Company is upon this artificial impressed.

In testimony whereof we the President and Secretary of the Company so consolidated do sign in our respective official character this certificate at the office of the said Company in the City of Kenosha State of Wisconsin this Eighth day of October A.D. 1857

Kenosha Rockford & Rock Island Rail Road Co. Consolidated 1857 Corporate Seal

Josiah Bird. President
Lee Burnell Secretary

This certifies that the Kenosha & Rockford Rail Road Company of the State of Wisconsin and the Kenosha & Rockford Rail Road Company of the State of Illinois have under and pursuant to the laws of the State of Wisconsin and of the laws of the State of Illinois, consolidated by articles of consolidation, duly signed sealed executed and dated the fifth day of March A.D. 1857 and have selected and chosen a name for said consolidated Company which name is The Kenosha Rockford & Rock Island Rail Road Company. That the impression of the Common Seal of said Consolidated Company is upon this certificate impressed.

In testimony whereof we the President and Secretary of the Company so consolidated do sign in our respective official character this certificate at the office of the said Company in the City of Kenosha State of Wisconsin this Eighth day of October A.D. 1857

Kenosha Rockford & Rock Island Rail Road Co. Consolidated 1857 Corporate Seal

Josiah Bird President
Lee Burnell Secretary

Recorded June 24th 1858. 2 pm

Trust Deed.

342

La Crosse & Milwaukee R. R. Co

This Indenture made this twenty first day of June in the year of our Lord Eighteen hundred and fifty Eight between the La Crosse and Milwaukee Rail Road Company, a corporation created by the Legislature of the State of Wisconsin party of the first part and William Barnes of the City of Albany and State of New York Trustee as hereinafter mentioned party of the second part, Whereas the said Rail Road Company for the purpose of providing for and securing the payment of its floating debt and for other purposes has determined to issue its bonds for a sum not exceeding Two Millions of Dollars in the aggregate, embracing One thousand bonds of One thousand Dollars each; Fourteen hundred bonds of five hundred dollars each, and three thousand bonds of One hundred dollars each, with interest warrants as the same from attached, and which bonds will be substantially in the following form to wit

United States of America

State of Wisconsin

No ____ $ ____

Know all men by these presents That the La Crosse and Milwaukee Rail Road Company for value received, acknowledge itself indebted to the bearer hereof in the sum of ____ Dollars which sum it promises to pay to the bearer hereof in the first day of July, in the year of our Lord One thousand Eight hundred and eighty eight at the Albany Exchange Bank in the City of Albany, with interest at the rate of Seven per cent per annum, payable at the Albany Exchange Bank in the City of Albany semi-annually on the First day of January and the first day of July in each year, on presentation and delivery of the interest warrants or coupons therefor annexed. This is one of a series of bonds of the same tenor, making in the aggregate the sum of Two Millions of Dollars for securing the payment of which a Trust Deed has been executed by said Company to William Barnes of the City of Albany and State of New York conveying to him (subject to certain charges thereon) the Rail Road of said Company commencing in the City of Milwaukee and running from thence to La Crosse a distance of about two hundred Miles part of which road has been constructed and is now in full operation, and the residue is in process of construction, together with the equipments and all other things pertaining or which may hereafter pertain, to the road so conveyed by and to which deed reference is hereby made and made for a more full description of its Contents. And for further securing and providing for the payment of said bonds the said deed of Trust provides for the creation of a sinking fund, the first payment of 25.100.00 to which is to be made by said Company to William Barnes of Albany the Trustee named in said deed of Trust on the first day of July eighteen hundred and fifty nine, and thereafter a like sum annually with which fund he from time to time pays the said Trustee is to purchase outstanding bonds secured by said deed of Trust as may particularly specified in said deed of Trust to which reference is hereby made, In testimony whereof said Rail Road Company has hereunto affixed its Corporate Seal and caused the same to be signed by its President and Secretary this 21st day of June in the year of our Lord One thousand Eight hundred and fifty Eight

President

Secretary

Registered and Countersigned
this ____ 185_

Trustee

And whereas said Railroad Company has determined to secure the payment of said Bonds with the interest thereon in the manner herein provided

Now therefore this Indenture witnesseth That said Rail Road Company in consideration of the premises and the sum of One dollar paid by said party of the second part has granted bargained sold conveyed, and confirmed and by this present do grant bargain sell convey and confirm unto said party of the second part All and singular the Rail road of said Company commencing in the City of Milwaukee and running from thence to La Crosse, a distance of about two hundred (200) miles, a part of which road has been constructed, and is now in full operation, and the residue in process of construction including all and singular the said Road, pieces or parcels of land which now and, or hereafter may be, or constitute the site of the roadways, turnouts, engine houses, work shops, depots and other buildings, and all the lands and real estate which now constitute or may hereafter constitute or be a part of or appertain to said Railroad; And also all and singular the superstructure of said Rail Road, whether now made or to be made hereafter, and all the engine houses, work shops depots and other buildings and all the other improvements on or appertaining to said Rail Road whether now built or made, or to be built or made hereafter, And also, the all and singular the Locomotive Engines and other rolling Stock, and all the other equipments, of every kind and description which have already been or may hereafter be procured for, or used on said Railroad, and all the materials, tools implements, and utensils and other personal property which have been or may hereafter be procured for, or used in connection with said Railroad; And also all and singular the rights, liberties and privileges and franchises of said Railroad Company, so far as they relate to said Rail Road from Milwaukee to La Crosse.

And it is hereby declared to be the intention of the parties to these presents to convey to and vest in said party of the second part all the property real and personal of said Railroad Company to be acquired hereafter, as well as that which has been already acquired, together with all the rights, liberties, privileges and franchises of said Railroad Company in respect to said Rail Road from Milwaukee to La Crosse as fully and amply as the same might be enjoyed if said Railroad had already been fully constructed and equipped, excepting however any lands which now do or hereafter may belong to said Company under any Grant from the United States or the State of Wisconsin Subject nevertheless to liens already existing upon the property and franchises above mentioned as follows. To a first mortgage upon the Eastern division of said Road between Milwaukee and Portage City, to secure outstanding bonds of said Company to the amount of about Nine hundred and twenty two thousand dollars Also bonds to the City of Milwaukee to the amount of three hundred and fourteen thousand dollars. Also to bonds secured by second mortgage on said Eastern division to the amount of One million dollars, Also subject to a mortgage of Two millions dollars upon the line of said road from Portage City to La Crosse and to a second mortgage of about two hundred thousand dollars on the road from Portage City to La Crosse, and from the junction near the village of Tomah to the terminus of the road on the Lake or river St Croix. To have and to hold all and singular the property real and personal, with the hereditaments and appurtenances, and all and singular the rights liberties and franchises hereby conveyed or intended to be conveyed, subject to the aforesaid mortgages, to the aforesaid party of the second part and his successors and his heirs and assigns forever. In trust nevertheless and upon the trusts, terms and conditions herein expressed. First. Until default shall be made in the payment of said bonds or some of them, or the interest thereon, said Rail Road Company shall be suffered and permitted to hold and enjoy the said Rail Road with all the

equipments, and all other things appertaining to the same and to use the same and to take and receive the profits thereof to his own use, in the same manner as though this deed had not been made. Second In case default for the space of fifteen days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, or default in the like space shall be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds, then and in either of said cases it shall be lawful, and said Trustee is hereby authorized in his discretion either in person or by his Attorney or Attorneys agent or agents to enter into and upon and take possession of all and singular the Rail Road and all the other property real and personal, herein before conveyed or intended to be conveyed, and to take and receive the income and profits thereof, and to sell all and singular said rail road and other property with all the rights liberties privileges and franchises of said Rail Road Company, in respect to said Railroad either at public or private sale, and to execute and deliver to the purchaser or purchasers deeds and conveyances which shall vest in such purchaser or purchasers all the estate right title and interest, whether legal or equitable of said Trustee and said Railroad Company of in, or to said property, rights, liberties, privileges and franchises and every part and parcel thereof. But before any sale shall be made at auction notice of such intended sale shall be published once in each week for three weeks at the least in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukee, and thereof any further notice be required by the laws of the State of Wisconsin, the same shall be given.

And in case default shall at any time be made in the payment of the interest on the bonds then outstanding, or in case default shall be made in the payment of the principal sum of money mentioned in said bonds or any of them at maturity, then and in either of said cases, said Trustee on the written request of the holder or holders of bonds then outstanding to the amount in the aggregate of One hundred thousand Dollars shall proceed to make such sale and conveyance so as aforesaid mentioned. Third - Said Railroad Company covenants and agrees to and with said Trustee and his successors that said Company will from time to time during the continuance of the trust make, execute and cause to be duly recorded, and deliver to said Trustee all such further conveyances and assurances and will do all such further acts and things as may be within reasonable power of proper for more effectually vesting in said Trustee all such right title interest or estate, both legal and equitable as said Railroad Company now has or may hereafter acquire of in to all and every part of the property hereby conveyed or intended to be conveyed, together with the rights liberties, privileges and franchises aforesaid. Fourth, said Rail Road Company will cause this indenture to be duly recorded in all proper places and will do whatever else may be necessary or proper to give full effect to the conveyance and will pay and discharge all taxes charges, liens, and other burdens, which either now or may hereafter be, or be imposed upon the property hereby conveyed or intended to be conveyed, and the Trustee assumes no duty or responsibility in relation to any of them, nor in relation to any other matter or thing, except as herein provided. Fifth This trust extends only to such bonds as shall be Registered and Countersigned by the Trustee, and when all of said bonds shall be satisfied and discharged the Trust shall cease. The Trust shall also cease at the end of six calendar months after the principal sum of money shall fall due, as to all such bonds as shall not then have been presented for payment. And whenever the Trust shall determine and any

money which may be due to the Trustee shall be paid, the Trustee will reconvey to said Railroad Company all his right title and interest of in and to the trust property. Sixth Said Railroad Company will from time to time pay all costs charges and expenses and compensation of the Trustee in, about or for the execution of the Trust, and will in all things keep him fully indemnified and saved harmless of from and against all damages, costs, charges, and expenses which he may sustain or be put to in consequence of accepting the trust, or of any thing which may be done or omitted under it, saving only such damages as may arise from the culpable act or neglect of the Trustee. Seventh And the said Rail Road Company agrees to establish and provide a sinking fund for the gradual redemption and payment of said bonds and for that purpose will pay to the said Trustee on the first day of July Eighteen hundred and Sixty nine, and annually thereafter until this trust is closed, the sum of twenty five thousand Dollars, with which sum as from time to time the same shall be paid, the said Trustee shall from time to time purchase outstanding bonds, secured by this deed of trust at the lowest price he can purchase the same for first giving ten days public notice in one or more newspapers published in Albany and Milwaukie respectively, of his desire to purchase so many of said bonds as can be obtained for the money of said Sinking fund then in his hands, and all bonds so purchased belonging to said Sinking fund shall be retained by said Trustee until this trust be closed. Eighth The Trustee is hereby authorized to appoint all such Attorneys, Counsellors Clerks, and other Agents as he may deem proper in the execution of the Trust, and shall not be answerable for the default or other misconduct of such Attorneys Counsellors, or other Agents unless chargeable with culpable negligence in their selection, nor shall the Trustee be responsible for anything short of gross negligence or wilful default in the discharge of any of his duties. Ninth All moneys which may be received by the Trustee under this Trust, after deducting therefrom all costs, Counsel fees, charges, and other expenses of the Trustee and his Compensation for executing the Trust, shall be applied to the payment of the bonds which may be issued under the Trust, and the surplus if any shall be paid to said Rail Road Company. Tenth The Supreme Court of the State of New York may remove the Trustee on the application of the Rail Road Company reasonable notice being first given to said Trustee. The Trustee may resign his trust and be thereafter and discharged from all further duty or obligation in relation thereto, provided such resignation after reasonable notice to the President or Secretary of said Rail Road Company, shall be approved by said Supreme Court. And on the death removal or resignation of a Trustee said Supreme Court may appoint a new Trustee who shall thereupon acquire and have all the right title interest and authority under the trust and be subject to all duties and responsibilities under the same as fully as though he had been the original Trustee and had executed this deed. Eleventh This Trustee hereby accepts and covenants and agrees to and with said Rail Road Company

for the purposes therein mentioned. And the said Trustee

Seal

In witness whereof said Rail Road Company has hereunto affixed its corporate seal, and caused the same to be subscribed by its President and Secretary, and the Trustee has subscribed his name and affixed his seal, the day and year first above written

La Crosse and Milwaukee Rail Road Company
by A B Stanton President

Lockwood L Doty
Secretary of the La Crosse and Milwaukee Rail Road Company

William Barnes Trustee

Signed Sealed executed and delivered in presence of A B Stanton President and as to William Barnes the said Trustee

Jas K P.
J C Cary

Signed Sealed executed and delivered in presence as to Lockwood L Doty Secretary of said La Crosse and Milwaukee Rail Road Company

Edward P Ruling
P M Johnson

State of New York
County of Albany } ss.

Be it remembered that on this Second day of July in the year One thousand eight hundred and fifty Eight before me The subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take the acknowledgement and proof of the execution of Deeds or other Conveyances or Leases and of any Contract, Letter of Attorney or other writing under Seal or not, administer oaths, and take and certify depositions to be used or recorded in the State of Wisconsin appeared Nehemiah P Stanton described in and who executed the above instrument in writing as the President of and behalf of, the La Crosse and Milwaukee Rail Road Company, and acknowledged that he executed the said instrument as President as aforesaid freely for the purposes therein stated, and I certify that the said person who made the said acknowledgement is personally known to me to be the individual described in and who executed the said instrument, And the said Nehemiah P Stanton being by me duly sworn says that he is the President of the La Crosse and Milwaukee Rail Road Company the above named Corporation, and that the Seal affixed to the above instrument is the Corporate seal of the said Corporation and that the said Corporate seal and his signature were affixed to said instrument by the authority and direction of said Corporation and by order of the Board of Directors thereof.

Seal

In testimony whereof I have hereunto set my hand and seal of official at my office No Seventy one State Street in the City of Albany the day and year first above written

Given under my hand and official seal the day and year above written

Edward Wade
Commissioner of the State of Wisconsin in and for the State of New York

State of New York
County of Albany } ss.

Be it remembered that on the Second day of July in the year One thousand eight hundred and fifty Eight before me, the subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take the acknowledgement and proof of the execution of deeds or other conveyances or leases and of any Contract letter of Attorney or other writing under Seal or not, administer oaths, and take and certify depositions to be used or recorded in the said State of Wisconsin appeared William Barnes described in and who executed the above instrument of writing between him as one of the parties thereto and the La Crosse and Milwaukee Rail Road Company the other party thereto and the said William Barnes acknowledged that he executed the said instrument freely for the purposes therein stated, and I certify that the person who made the said acknowledgement is personally known to me to be the individual described in and who executed the said instrument

Seal

In testimony whereof I have hereunto set my hand and seal of official at my office No Seventy one State Street in the City of Albany the day and year first above written

Given under my hand and official seal the day and year above written

Edward Wade
Commissioner of the State of Wisconsin in and for the State of New York

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on this Seventh day of July Eighteen hundred and fifty Eight before me personally appeared Lockwood L Doty to me well and personally known to be the person described in and who executed the above instrument in writing as Secretary of, and in behalf of the La Crosse and Milwaukee Rail Road Company, and acknowledged that he executed the same freely and as the act and deed of said La Crosse and Milwaukee Rail Road Company for the uses and purposes therein mentioned and the said Lockwood L Doty being by me duly sworn says that he is the Secretary of the La Crosse and Milwaukee Rail Road Company the above named Corporation and that the Seal affixed to the above instrument is the Corporate seal of the said Corporation and that the said Corporate seal and his signature were affixed to said instrument by the authority and direction of said Corporation and by order of the Board of Directors thereof

Seal

In testimony whereof I have hereunto set my hand and affixed my notarial seal

E. Mariner
Notary Public
Milwaukee County
Wisconsin

Recorded July 14 1858 at 8 o'clock A.M.

La Crosse & Milwaukee Rail Road Company
to
William Barnes of the City of Albany.

Indenture made the eleventh day of August One thousand eight hundred and fifty Eight, between the La Crosse and Milwaukee Rail Road Company a Corporation created by the Legislature of the State of Wisconsin party of the first part and William Barnes of the City of Albany and State of New York party of the second part, Witness, as hereinafter mentioned, and under and by virtue of an Indenture made by and between said Corporation and said Barnes on the twenty first day of June One thousand Eight hundred and fifty Eight, parties of the second part

Whereas, the Congress of the United States by an act approved June 3. 1856. entitled an act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State" did enact as follows:

Section 1. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be, and is hereby granted to the State of Wisconsin, for the purpose of aiding in the construction of a Rail road from Madison or Columbus, by the way of Portage City, to the St Croix River or Lake, between townships twenty five and thirty one, and from thence to the west end of Lake Superior and to Bayfield; and also from Pond du Lac on Lake Winnebago northerly to the State line, every alternate section of land designated by odd numbers, for six sections in width on each side of said roads respectively. But in case it shall appear that the United States have, when the line or route of said roads are definitely fixed, sold any sections or parts thereof granted as aforesaid, or that the right of pre emption has attached to the same, then it shall be lawful for any agent, or agents, to be appointed by the Governor of said State, to select, subject to the approval of the Secretary of the Interior, from the lands of the United States nearest to the tier of sections above specified, as many lands in alternate sections, or parts of sections, as shall be equal to such lands as the United States have sold or otherwise appropriated, or to which the right of pre emption has attached, as aforesaid, which lands thus selected in lieu of those granted and which pre emption has attached as aforesaid, together with the sections and parts of sections, designated by odd numbers as aforesaid, and appropriated as aforesaid, shall be held by the State of Wisconsin, for the use and purpose aforesaid. Provided, That the lands to be so located shall in no case be further than fifteen miles from the line of the roads in said case, and selected for and on account of said roads: Provided further, That the lands hereby granted shall be exclusively applied in the construction of the roads for which it is granted and selected, and shall be disposed of only as the work progresses, and the same shall be applied to no other purpose whatsoever. And provided further, That any land above granted reserved to the United States by any Act of Congress, for the purpose of aiding in any object of internal improvement, or in any manner for any purpose whatever, be and the same are hereby reserved to the United States from the operation of this act; except so far as it may be found necessary to locate the line of said Railroad through such reserved lands; in which case the right of way only shall be granted, subject to the approval of the President of the United States

Sec 2. And be it further enacted, That the sections and parts of sections of land which by such grant, shall remain to the United States, within six miles on each side of said roads, shall not be sold for less than double the minimum price of the public lands, when sold; nor shall any of the said lands become subject to private entry until the same have been first offered at public sale at the increased price.

Sec 3. And be it further enacted. That the said lands hereby granted to said State shall be subject to the disposal of the Legislature thereof, for the purposes aforesaid, and no other, and the said Rail Roads shall be and remain public high ways, for the use of the government of the United States, free from toll or other charge upon the transportation of property or troops of the United States.

Sec 4. And be it further enacted, That the lands hereby granted to said State shall be disposed of by said State only in the manner following, that is to say, That a quantity of land not exceeding one hundred and twenty Sections, and included within a continuous length of twenty miles of road respectively, may be sold, and when the Governor of said State shall certify to the Secretary of the Interior that any twenty continuous miles of either of said roads are completed; then another like quantity of land hereby granted may be sold, and so from time to time, until said roads are completed, and if said roads are not completed within ten years, no further sales shall be made, and the land unsold shall revert to the United States.

Sec 5. And be it further enacted, That the United States mail shall be transported over said roads, under the direction of the Post office department, at such price as Congress may by law, direct, Provided That until such price is fixed by law the Post master General shall have the power to determine the same. Approved June 3 1856.

And Whereas, the Legislature of the State of Wisconsin subsequently passed an act Approved Oct 11th 1856. which is in the following words:

An act to grant certain lands to the La Crosse and Milwaukee Rail Road Company and to execute the trust created by an Act of Congress entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Rail roads in said State" approved June 3d 1856.

The people of the State of Wisconsin represented in Senate and Assembly do enact as follows.

Section 1. The La Crosse and Milwaukee Rail Road Company is hereby authorised and empowered to survey, locate, construct, complete and perpetually to have use, maintain and operate rail roads with one or more tracks or lines, from the City of Madison in the County of Dane, and from the Village of Columbus in the County of Columbia, on the most direct and feasible route, by the way of Portage City, to the St Croix River or lake, between townships twenty five and thirty one, and from thence to the west end of Lake Superior, and to Bayfield, and shall have possess exercise and enjoy the same rights, privileges, functions, franchises, authority and immunities with reference to the said routes, or any rail road to be built thereon, as it now possesses or enjoys, with reference to any route it is now authorised to occupy, or any rail road built or to be built thereon: and there is hereby conferred upon the La Crosse and Milwaukee Rail Road Company, all the powers and authority contained in the Charter of said Company, and in the acts amendatory thereof, for the purpose of carrying out the objects of this act, and of appropriating and applying the lands hereinafter in this act granted, or their proceeds, to aid in the construction of rail roads, by this act authorised to be built.

Sec 2. The said roads shall be constructed on the most direct and feasible routes from Madison to Portage City, and from Columbus to Portage City, and simultaneously as nearly as practicable: and both of them shall be completed by the last day of

December A.D. 1858. And for the purpose of estimating and selecting lands granted by Congress, the City of Madison is hereby designated as the point of commencement of said road, and the whole of the rail road hereby authorised to be constructed shall be constructed by said La Crosse and Milwaukee Rail Road Company within ten years from the third day of June A.D. 1856.

Sec 3. The said La Crosse and Milwaukee Rail Road Company shall have all of the defence of every to any contract in any court whatsoever, it may purchase and own Rails, Chairs, Spikes, Engines, tenders, cars and all other things, necessary and useful for the construction or operation of a rail road, and sell the same, and it shall also have power and authority to operate its said roads or either of them, in connection with any and all other rail roads which may cross, come upon or connect with the said rail roads, or either of them, upon such terms as shall be mutually agreed upon by and between the said Companies, Provided however, That the said La Crosse and Milwaukee Rail Road Company in making any such contract, as last aforesaid, shall give no preference to one Company over any other such Company or companies, as last above mentioned, but all such Companies shall be put upon the same equal terms, and provided also that if the said La Crosse and Milwaukee Rail Road Company, and such other Rail Road Company as may desire a running connection with the same, shall at any time not be able to agree upon the terms of such connection then and in that case, either party may apply to the Circuit Court of the Circuit in which such connection may be sought, and the said Circuit Court shall appoint three Commissioners whose duty it shall be forthwith to proceed to examine and adjust the terms on which the said connection shall exist, and the said award of terms of connection shall be filed in the office of the Secretary of State and shall be binding on both parties for the term of two years, such application shall be on not less than ten days notice in writing, to be given by the party making such application, to the adverse party.

Sec 4.

For the purpose of aiding in the construction of the Rail Roads which by this act, the said La Crosse and Milwaukee Rail Road Company is authorised to construct all the interest and estate present, and prospective of this State, in all any, and all the lands granted by the Government of the United States, to the State of Wisconsin, for the purpose of aiding in the construction of a rail road from Madison or Columbus, by way of Portage City to the St Croix River or lake, between townships twenty five and thirty one, and from thence to the west end of Lake Superior and to Bayfield, by virtue of an act of Congress, entitled "an act granting a portion of the public lands to the State of Wisconsin to aid in the construction of Rail Roads" approved June 3d 1856 together with all and singular the rights, privileges and immunities conferred or intended to be conferred by the said Act of Congress, are hereby granted to the said La Crosse and Milwaukee Rail Road Company, Provided, That the said land shall be exclusively applied in the construction of that road, for which it was granted and selected; and shall be disposed of only as the work progresses and the same shall be applied to no other purpose whatever. And Provided further That the title to said lands, shall vest in the said La Crosse and Milwaukee Rail Road Company, in the manner following that is to say, whenever twenty continuous miles of said road shall have been completed, so as to admit of running regular trains on the same, the Governor of this State shall certify to the Secretary of the Interior, the fact that such twenty continuous miles of such roads are completed as aforesaid, then the title to two hundred and forty Sections of said lands shall vest in the La Crosse and Milwaukee Rail Road Company, and when a second continuous twenty miles of said roads, shall have been completed, so as to admit of running regular trains of cars on the same * and the Governor of the State shall in like

* the Governor shall certify as before and thereupon a further quantity of one hundred and twenty Sections of said land shall vest in said Company, and so from time to time until said roads are completed, and it shall be the duty of the Governor to certify to the Secretary of the Interior whenever any twenty miles are completed so as to admit running regular trains of cars on the same.

official Capacity, and in behalf of the State, and under the great Seal thereof, by grant and deed to the La Crosse and Milwaukie Rail Road Company, whereon it shall by virtue of the provisions of this Act, be entitled to any of said lands, and not in fee simple to any and all the lands to which said Company shall be entitled: Provided, that said Company shall not sell any of said lands until twenty miles of said road shall be completed, so as to admit of running regular trains on the same, and so on, from time to time, so that the sales of lands by said Company shall never exceed six sections of land for every mile of road so completed.

Sec 5.

The location and designation of the route and line of the said roads shall be made by the said La Crosse and Milwaukie Rail Road Company, and the same shall from time to time and as fast as practicable, be reported to the Governor of the State. The selection of lands provided for in the act of Congress, herein before mentioned, shall be made by such agents as may be appointed by the Governor of the State. Such selection as well as the survey, location and completion of said roads and the compensation of such agents, shall be at the cost and charge of said Company without charge of any kind upon the Treasury of the State of Wisconsin. Said Rail roads, which shall be constructed by the application of funds derived from the lands herein granted, shall be, and remain public highways for the use of the government of the United States, free from any toll or other charge upon the transportation of property or troops of the United States, and the United States mail shall be transported over said roads under the direction of the Post office Department, as provided in said Act of Congress.

Sec 6.

In consideration of the grants, privileges and franchises herein conferred upon the said La Crosse and Milwaukie Rail Road Company, for the purposes aforesaid the said Company shall on or before the first day of march in each year, pay into the treasury of the State, such sum as shall by the existing laws of the State required to pay, in place of taxes upon its Road as constructed, or which it may hereafter construct, under the present charter, and in addition thereto, shall pay into the treasury of the State on or before the first day of March in each year, five per centum on the gross earnings of said Road, to be built by said Company, in pursuance of the powers and authority conferred by this act, for the year ending on the last day of the preceding December in place of taxes on that portion of the said Rail Road to be constructed; and for the purpose of ascertaining the gross earnings aforesaid, an accurate account of such earnings shall be kept by said Company, an abstract whereof shall be furnished by said Company to the Treasurer of this State, on or before the first day of February in each year, the truth of which abstract shall be verified by the affidavits of the Treasurer and Secretary of said Company, and for the purpose of ascertaining the truth of said affidavits, and the correctness of such abstract, full power is vested in the Governor of the State, or any other person appointed, as may be by law prescribed, to examine the books and papers of said Company and to examine under oath the officers, agents, and employees of the said Company and other persons, and if any person so examined by the Governor, or other authorized person, shall knowingly & wilfully swear falsely concerning the matter aforesaid, every such person is hereby declared to have committed perjury; and for securing to the State the payment of the aforesaid per centum, it is hereby declared that the State shall have a lien upon the Rail roads of the said Company, and upon all other property, estate and effects of the said Company whether real, personal or mixed, and the lien hereby secured by the State shall take and have precedence of all demands, decrees and judgements against said Company

The said payment shall be made on the Tuesday of March next after fifty miles of said Road shall be completed, and such payment shall be in lieu and in full of all claims of the State for the grant hereby made, and in consideration of such annual payments, the said Company shall be forever exempt from all assessments and taxes which are or may be imposed by the State, or by any County, Town, City, Village or other municipal authority in the State (except special taxes for the improvement of streets and sidewalks) upon all Stock in the said La Crosse and Milwaukie Rail Road Company, which shall belong to said Company or individuals, or any of its franchises, right of way, real, personal or mixed, held by said Company, and necessary for the operation of said Rail Roads, and said lands granted by said Act of Congress, and hereby authorized to be conveyed to the La Crosse and Milwaukie Rail Road Company, shall be exempt from taxation under and by virtue of the laws of this State, for the period of ten years, after the passage of this act, unless sooner sold, conveyed or leased by the said La Crosse and Milwaukie Rail Road Company, and the State shall have a prior lien upon the road of said Company, and all the appurtenances and stock thereof, for all dues that may accrue to the State from said Corporation as herein provided which lien of the State shall take precedence of all demands, judgements or decrees against said Corporation.

Sec 7.

Within five years after the title of such lands shall become vested in the said Rail Road Company, the same, if any shall remain unsold, shall be offered for sale in limited quantities at fair prices, the purchaser being given a actual settler.

Sec 8.

The said La Crosse and Milwaukie Rail Road Company shall have full power and authority to transport persons and property, in boats, rafts, barges, or other water craft, on any navigable water which any portion of their rail road may run to, or connect with, and to receive and collect reasonable Compensation for the same and for that purpose may purchase or build and own such vessels, boats, barges and other water craft as it may require.

Sec 9

The said La Crosse and Milwaukie Rail Road Company shall be capable in law of taking and holding any lands granted by the Government of the United States or this state, to aid in the Construction of Rail Roads, which shall be granted to said Company by this act, or by deed, or by operation of law; and may also mortgage, pledge or otherwise dispose of all their right, title, claim or demands, of in, or to any lands, or interest in lands, granted to said Company by this act, and in any other Estate, real, personal, or mixed, of which they may be seized at the time of execution of such mortgage, or which they may acquire subsequent thereto in such manner and on such terms as the Directors may think proper.

Sec 10.

In case the La Crosse and Milwaukie Rail Road Company shall construct the railroad which by this act, it is authorized to construct, or any part of it upon or over any lands, upon or over which any other Rail road Company is authorized to construct a railroad, and upon or over which it has, prior to the passage of this act, actually surveyed or located its line of Rail road, it shall be the duty of the La Crosse and Milwaukie Rail Road Company to settle with such Rail road Company upon principles of justice and equity, for all its property and rights of property, which the said La Crosse and Milwaukie Rail Road Company shall take, injure or destroy, and the latter Company shall pay to any such company whose property or rights of property shall be thus taken, injured or destroyed such sum as the same is reasonably worth, such payment to be made in money

bonds Stock or Lands, or in such other manner as said Companies shall mutually agree. And if the said Companies cannot mutually agree upon the amount of Compensation to be made by the said La Crosse and Milwaukie Rail Road Company to said other Company, for the property and rights of property which said La Crosse and Milwaukie Rail Road Company shall so as aforesaid take injure and destroy, then and in that case each of said Companies shall select a disinterested engineer, and the two engineers so selected shall choose a third person, and in case they cannot agree upon such third person, the Governor shall appoint such third person and the three persons so selected shall constitute a Board of Commissioners whose duty it shall be to ascertain, determine, and award the amount of Compensation which the said La Crosse and Milwaukie Rail Road Company ought, in justice and equity, to make to said other Railroad Company, for the property and rights of property, which shall be so as aforesaid taken injured or destroyed

Sec 11. This act and all grants herein contained shall cease and be void unless the said La Crosse and Milwaukie Rail Road Company shall accept of the same within five days after the passage of this act; and such acceptance shall be by a resolution adopted by the Directors of said Company, a copy of which duly certified by the Secretary of said Company, under its Corporate Seal, within said period of five days from the passage of this act shall be deposited in the office of the Secretary of State. And in case the said La Crosse and Milwaukie Rail Road Company shall violate the provisions of this act, the Legislature may repeal this act, and may revoke all and singular the rights and franchises herein conferred so far as the same has not been performed and fulfilled, and so far as the rights and privileges hereby granted have not become complete and absolute

Sec 12 All the property which the said La Crosse and Milwaukie Rail Road Company is authorized to appropriate take, possess, hold use, or enjoy, by making payment thereof, as is in this act provided, is hereby declared to be taken for public use so soon as the said Company shall so appropriate take possess hold or use the same

Sec 13 The Capital Stock of the La Crosse and Milwaukie Rail Road Company is hereby increased two million dollars over and above its present Capital and within three months after the passage of this act, said Company shall open books for subscription to such increased capital stock, after giving at least thirty days notice thereof in two newspapers, one published in the City of Milwaukie, and one published in the City of Madison. Such books shall be opened in the City of Milwaukie and shall be kept open for not less than three days, and all persons shall be permitted to subscribe to said Stock on the payment to the Treasurer of the Company of five per cent of the amount subscribed in Cash, but no one person shall be allowed to subscribe for more than two hundred and fifty shares of such Stock; and in case the number of Shares subscribed shall exceed the amount of two millions of Dollars, the same shall be reduced to that amount by deducting such sums as may be necessary pro rata from each of the several subscriptions, and all of the Shares of Stock so subscribed shall be subject to Calls for installments thereon in like manner as the other Stock of said Rail Road Company

Sec 14. It is hereby declared that in the judgment of the Legislature of this State the objects the Corporation, named in this act, cannot be attained under or by

general Laws

Sec 15 The La Crosse and Milwaukie Rail Road Company shall fence its Road in panels, as it shall from time to time complete the same, within one year after it shall commence the operating of any and every such panel, until the whole of said Rail Road shall be in a good, proper and substantial manner fenced throughout the entire extent thereof

Sec 16. This act is hereby declared to be a public act, and the same shall immediately after the passage thereof, be printed by the State Printer, and as thus published shall take effect and be in force

And Whereas the said Rail Road Company after the passing of said last mentioned act, and on the same day duly accepted the same, by a Resolution adopted by the Directors of said Company, a copy of which attested by the Secretary of said Company under its Corporate Seal, was on the same day deposited in the office of the Secretary of State

And Whereas the said Rail Road Company for the purpose of providing for and securing the payment of its floating debt and for other purposes had determined before the date of the Indenture hereinafter mentioned date June 21st A.D. 1858. between said Company of the first part and said Parties to the second part, to issue its Bonds for a sum not exceeding Two Millions of Dollars in the aggregate, Embracing One Thousand Bonds of One Thousand Dollars each, Twelve hundred Bonds of Five hundred Dollars each, and three Thousand Bonds of Exhundred Dollars each, with interest warrants or coupons in the usual form attached

And Whereas also the said La Crosse and Milwaukie Rail Road Company executed and delivered to said party of the second part an Indenture dated on the 21st day of June A.D. 1858. recorded in the office of the Secretary of State of the State of Wisconsin, on the 8th day of July A.D. 1858. in Book B of Rail Road Mortgages on pages 342. 343. 344. 345. 346. 347. 348. by which the said Rail Road Company conveyed to said William Barnes party of the second part, as Trustee for the Holders of said Bonds as therein particularly specified, all and singular the Rail Road of said Company, Commencing in the City of Milwaukie and running from thence to La Crosse a distance of about two Hundred (200) miles, including all and singular the several Rail Roads pieces or parcels of land which constitute or might through out constitute the Site of the Roadways, Turnouts, Engine Houses, Workshops, Depots and other buildings, and all other Lands which might through out constitute or be a part of or appertain to said Rail Roads, and also other property real and personal, and other rights privileges, liberties and franchises as by reference thereto will more fully and at large appear

And Whereas also the said Indenture contained a covenant and agreement on the part of the said La Crosse and Milwaukie Rail Road Company to make execute and deliver to said William Barnes as Trustee aforesaid, all necessary and proper further Conveyances and assurances

And Whereas the said Trustee has required the execution and delivery of this further Conveyance

next page

Now therefore this Indenture Witnesseth, that the said La Crosse and Milwaukie Rail Road Company, in consideration of the premises and of the mutual promises herein contained, and the sum of One dollar paid by said party of the second part, to said party of the first part, the receipt of which is hereby confessed and acknowledged, has granted, Bargained, Sold, Conveyed and confirmed, and does by these presents Grant Bargain, Sell Convey and Confirm unto said party of the second part.

All and singular the Rail Road of said Company commencing in the City of Milwaukie, and running from thence to La Crosse a distance of about Two hundred (200 miles) and also the Rail Road of said Company commencing in the Village of Madison and running from thence by way of Portage City, to the St Croix River at Lake, a distance of about Two hundred and sixty Eight (268) miles, and also the Rail Road of said Company commencing in the Village of Columbus and running from thence to Portage City, a distance of about forty (40) miles, a part of which roads have been constructed and are now in full operation, and the residue in process of construction, and all other Rail Roads built or to be built, and constructed by said Company or which they have a right to Construct by or under any Corporate or other rights, privileges or franchises heretofore granted or given, or which may be hereafter granted or given to said La Crosse and Milwaukie Rail Road Company, by the Legislature of the State of Wisconsin, or from any other source, or in any other manner whatsoever, including all and singular the several tracts, pieces or parcels of land which now are or hereafter may be or constitute the site of the Roadways, Tunnels, Engine Houses, Workshops, Depots and other buildings and all other lands and Real Estate which now constitute, or may hereafter constitute or be a part of or appertain to said Rail Roads and including also all and singular the Lots lands and Real Estate whatsoever, which the said Rail Road Company now own, or which they shall hereafter acquire by purchase, grant gift or otherwise in the Cities of Milwaukie and La Crosse or in the vicinity of either of said Cities, and all improvements made or to be made thereon, and all rights of drainage and wharfage, and all other riparian rights, privileges and franchises appertaining thereto for a particular description of which lands already acquired, reference is made to the various Deeds of the same to the said Company

And also all and singular the superstructure of said Rail Roads, whether now made or to be made hereafter, and all the Engine Houses, Workshops Depots and other buildings and all the other improvements of, or appertaining to said Rail Roads whether now built or made or to be built and made hereafter

And also all and singular the Locomotive Engines and other Rolling Stock, and all the other equipments of any kind and description which have already been, or may hereafter be procured or provided on said Rail Roads, and all the materials, tools implements and utensils and other personal property, which have been or may hereafter be procured or provided in connection with said Rail Roads

And also all and singular the rights, liberties, privileges, and franchises of said La Crosse and Milwaukie Rail Road Company of every kind and description.

And also the said La Crosse and Milwaukie Rail Road Company has granted Bargained, Sold, Conveyed and confirmed, and does by these presents Grant Bargain, Sell, Convey and confirm unto said party of the second part, all and singular the lands granted, or intended to be granted to said Rail Road Company

under or by virtue of the Act of Congress and the Act of the Legislature of the State of Wisconsin hereinbefore mentioned, together with all and singular the hereditaments and appurtenances, belonging or in anywise appertaining to the lands and Real Estate hereby Conveyed or intended to be Conveyed

And also all and Singular the Stock, Rail Road or other Bonds, Bills of Exchange Promissory notes, Accounts, Causes of action, demands and choses in action of whatsoever nature which may be owned, or in which the said Rail Road Company may have an interest, on such day as the said Rail Road Company may first make default in the payment of the interest or principal or any part thereof which may hereafter become due, or any of the said Bonds issued or to be issued by said Company

And it is hereby declared to be the intention of the parties to these presents, to convey to and vest in said party of the second part, all the property, Real and Personal and mixed of said Rail Road Company, to be acquired or vested hereafter, as well as that which has been already acquired or vested, together with all the rights, liberties privileges and franchises of said Rail Road Company, as fully and amply as the same might be conveyed, if said Rail Roads had already been fully built Constructed and equipped, and the particular lands granted by the foregoing Acts of Congress and the said Legislature had already been fully designated and duly conveyed and duly patented to said Rail Road Company according to the provisions of said acts

And the said La Crosse and Milwaukie Rail Road Company party of the first part, does hereby Covenant, Grant, Bargain, Remise, and Agree, to and with the said party of the second part and his successors and assigns to warrant and forever defend the above described and granted premises, lands tenements, and every part and parcel thereof, and also all the property, Real, personal and mixed now vested or acquired, or hereafter to be vested or acquired and also all the rights, property, Real personal and mixed, choses in action privileges, and franchises, above Conveyed or intended to be Conveyed, unto the said party of the second part, his successors Grantees or assigns, against the said party of the first part, and against all and every other person or persons, States Corporations lawfully claiming or to claim the same or any part thereof.

Subject nevertheless, to all legal liens already existing upon the property and franchises, above mentioned.

To have and to hold all and singular the said property, Real personal and mixed and choses in action with the hereditaments and appurtenances, and all and singular the rights liberties privileges and franchises hereby Conveyed or intended to be Conveyed, subject to the aforesaid existing legal liens to the aforesaid party of the second part and his successors and his heirs and assigns forever

In trust nevertheless, and upon the trusts, terms, and conditions herein expressed and also expressed in the said Indenture made and executed by and between said parties on the 21st day of June A.D. 1858

First Until default shall be made in the payment of said Bonds or some of them, or in the payment of the interest thereon, or some part thereof, the said Rail Road Company shall be suffered and permitted to hold and enjoy said Rail Roads with all the equipments, and all other things appertaining to the same

and hereto the same, and to take and receive the profits thereof, to do con cted in the same manner as though this Deed had not been made

Second. In case default for the space of fifteen days shall be made in the payment of any of said interest warrants or coupons as they respectively fall due, or if default in the like period shall be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds, then and in either of said Cases it shall be lawful, and said Trustee is hereby authorized in his discretion, either in person or by his Attorney or Attorneys, Agent or Agents to enter into and upon, and take possession of all and singular the Railroads and all the other property, real personal and mixed, and choses in action, hereby specifically conveyed or intended to be conveyed, and to take and receive the income and profits thereof, and to take possession of all books Documents Maps, and Papers relating thereto, and to sell all and singular said Rail Roads, and said other property real personal and mixed and choses in action, with all the rights, hereditaments privileges and franchises of said Rail Road Company either at Public or private sale, and to execute and deliver to the purchaser or purchasers Deeds and Conveyances which shall confirm such purchase or purchases all the estate, right title and interest, whether legal or equitable of said Trustee and said Rail Road Company, of in and to the said property, rights hereditaments, privileges and franchises, and every part and parcel thereof

But before any sale shall be made at Auction, notice of such intended sale shall be published once in each week for three weeks at the least in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukie, and should any further notice be required by the Laws of the State of Wisconsin the same shall be given. And in case default shall at any time be made in the payment of the interest, or any of the Bonds then outstanding, or in case default shall be made in the payment of the principal sum of money mentioned in said Bonds or any of them at maturity, then and in either of said Cases said Trustee on the written request of the holder or holders of Bonds then outstanding to the amount in the aggregate of One Hundred thousand Dollars shall proceed to make such sales and Conveyances as as above mentioned

Third. The said Rail Road Company covenants and agrees to and with said Trustee and his successors that said Company will from time to time during the continuance of the Trust make, execute, cause to be duly recorded, and deliver to said Trustee, all such further Conveyances and assurances, and will do all such further acts and things as may either be necessary or proper for more effectually vesting in said Trustee, all such right title interest or estate both legal and equitable as said Rail Road Company now has or may hereafter acquire, of in or to all and every part of the property hereby Conveyed or intended to be Conveyed together with the rights, hereditaments, privileges and franchises aforesaid

Fourth. The said Rail Road Company will cause this Indenture to be duly recorded in all proper places, and will do whatever else may be necessary or proper to give full effect to this Conveyance, and will pay and discharge all taxes, Charges, liens, and other burdens which either now or may hereafter arise or be imposed upon the property hereby Conveyed or intended to be conveyed, and the Trustee assumes no duty or responsibility in the subjects or any of them, nor in relation to any other matter or thing except as herein provided

Fifth. The Trustee is hereby authorized to appoint and at such Attorneys Counsellors Clerks and other Agents in addition to those provided for in said Agreement Indenture executed by and between said Parties on the 21st day of June 1858 and recorded as above mentioned, as he may deem proper in the execution of the Trust and shall not be answerable for the defaults or the misconduct of said Attorneys Counsellors Clerks or other Agents unless charged with culpable negligence in their Appointment, nor shall the Trustee be responsible for any thing short of gross negligence or wilful default in the discharge, or in omission to discharge of any of his duties

And it is hereby expressly declared granted Covenanted and agreed by the said Rail Road Company that the provisions herein contained for the security of said Bonds are in addition to the provisions liens and Securities made or created in that behalf in the said Original Deed of Trust or Mortgage executed by and between said parties bearing date June 21st 1858 and recorded as aforesaid, and that all such Original Provisions liens and Securities are to remain in full force and effect; and also that all Provisions in said original Deed of Trust or Mortgage for the benefit or protection of said Trustee are to remain in full force and effect, and are to be applicable to all trusts and actions, and omissions had under this Indenture, in the same manner as if the Provisions thereof had been inserted and incorporated in said original Trust Deed or Mortgage

The Trustee hereby accepts and covenants and agrees to and with said Rail Road Company faithfully to execute said Trust

In Witness whereof said Rail Road Company has hereunto affixed its Corporate seal, and caused the same to be subscribed by its President and Secretary and the Trustee has subscribed his name and affixed his seal the day and year first above written

(Seal La Crosse & Milwaukie R R Company)

La Crosse & Milwaukie Rail Road Company
By N P Stanton President
Lockwood L Doty Secretary

William Barnes (Seal) Trustee

Signed sealed executed and delivered in our presence as to the La Crosse and Milwaukie Rail Road Company by N P Stanton President
Byron Kilbourn
Fitch Reed

Signed executed and delivered in our presence as to Lockwood L Doty Secretary of said LaCrosse and Milwaukie Rail Road Company
Edward R Wheeling
D W Beard

Signed sealed executed and delivered in our presence as to William Barnes the said Trustee
Henry White
Isaac Edwards

State of Wisconsin
County of Milwaukee

Be it Remembered That on this Twenty fourth day of August Eighteen hundred and fifty Eight before me personally appeared Nehemiah F Stanton described in and who executed the above instrument in writing, as the President of and in behalf of the La Crosse and Milwaukee Rail Road Company and acknowledged that he executed the said instrument as President as aforesaid fully for the purposes therein stated; and Satisfy that the said person who made the said acknowledgment is personally known to me to be the individual described in and who executed the said Instrument. And the said Nehemiah F Stanton being by me duly sworn says that he is the President of the La Crosse and Milwaukee Rail Road Company the above named Corporation, and that the seal affixed to the above instrument is the Corporate Seal of the said Corporation, and that the said Corporate seal and his signature was affixed to said instrument by the authority & direction of said Corporation and by order of the Board of Directors thereof

In testimony whereof I have hereunto set my hand and seal official at my office No 3 Third Street in the City of Milwaukee the day and year first above written

Given under my hand and official seal the day and year above written

Edward P Whaling
Notary Public
Milwaukee
Wisconsin

State of Wisconsin
County of Milwaukee

Be it Remembered that on this Twenty fourth day of August Eighteen hundred and fifty Eight before me personally appeared Lockwood L Doty to me well and personally known to be the person described in and who executed the above instrument in writing as Secretary of and in behalf of the La Crosse & Milwaukee Rail Road Company and acknowledge that he executed the same freely and as the free act and deed of said La Crosse and Milwaukee Rail Road Company for the uses and purposes therein mentioned and the said Lockwood L Doty being by me duly sworn says that he is Secretary of the La Crosse and Milwaukee Rail Road Company the above named Corporation and that the seal affixed to the above instrument is the Corporate Seal of the said Corporation and that the said Corporate Seal and his Signature were affixed to said instrument by the authority and direction of said Corporation and by order of the Board of Directors thereof

In testimony whereof I have hereunto set my hand and official seal at my office No 3 Third Street in the City of Milwaukee the day and year first above written

Given under my hand and official seal the day and year above written

E P Whaling
Seal

Edward P Whaling
Notary Public
Milwaukee County
Wisconsin

State of New York
County of Albany

Be it Remembered That on the Seventh day of August in the year One thousand Eight hundred and fifty Eight before me the Subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take acknowledgements and proof of the execution of deeds or other conveyances, or leases, and of any contract letter of Attorney or other writing under seal or not and administer oaths and take and certify depositions to be used or recorded in the said State of Wisconsin, appeared William Barnes described in and who executed the above instrument of writing between him as one of the parties thereto and the La Crosse and Milwaukee Rail Road Company the other party thereto, and the said William Barnes acknowledged that he executed the said instrument freely for the purposes therein stated; and Satisfy the person who made the said acknowledgement is personally known to me to be the individual described in and who executed the said instrument

In testimony whereof I have hereunto set my hand and Seal official at my office No 91 State Street in the City of Albany the day and year first above written

Given under my hand and official seal the day and year above written

Edmund Wade
Commissioner of the State of Wisconsin in and for the State of New York

Recorded Sept 1st 1858 at 8 o'clock A.M.

Chicago St Paul & Fond du Lac R R Company

Mortgage to

Mahlon D Ogden.

This indenture made and entered into this twenty ninth day of September in the year of our Lord One thousand Eight hundred and fifty Eight by and between the Chicago St Paul & Fond du Lac Rail Road Company of the first part and Mahlon D Ogden of the city of Chicago, in the County of Cook and State of Illinois party of the second part

Witnesseth, whereas by articles of Consolidation bearing date the 25th day of March A D 1857 duly made and executed by and between the Chicago St Paul and Fond du Lac Railroad Company and the Wisconsin and Superior Rail Road Company pursuant to the laws of the States of Illinois & Wisconsin, and which said Consolidation with all the terms and conditions thereof, was subsequently approved by the Stockholders of said two companies respectively, the said two Companies became and were united into one Company and Corporation under the name and style of the Chicago St Paul & Fond du Lac Rail Road Company, and the respective Corporate Stocks property, franchises and rights to land from the general government and all other rights and claims were united into one Common Stock, property and franchises, and duly conveyed & conferred upon and vested in the said Company thus Consolidated

And whereas the articles of Consolidation bearing date the 21st day of March A D 1857 duly made and executed under and in pursuance of the Laws of the State of Illinois and Wisconsin and Michigan by and between the said Chicago St Paul and Fond du Lac Rail Road Company, thus Consolidated as aforesaid, and the Marquette and State Line Rail Road Company a corporation created by the laws of Michigan with all the terms and conditions thereof, and which said articles of Consolidation were subsequently approved by the Stockholders of said two Companies respectively, the said two Companies became and were likewise Consolidated into one Company and Corporation, also under the name and style of the Chicago St Paul & Fond du Lac Rail Road Company, and the respective Stock, franchises, property and rights to lands from the general government and other rights and franchises were united into one Common Stock, property and franchises and were duly conveyed & conferred upon and vested in the said Company thus Consolidated

And whereas by articles of Consolidation bearing date the 27th day of March A D 1857 duly made under and in pursuance of the laws of the State of Illinois Wisconsin and Michigan, executed by and between the Chicago St Paul & Fond du Lac Rail Road Company consolidated as aforesaid and the Ontonagon and State Line Rail Road Company a corporation created by the Laws of Michigan and which said articles of Consolidation were subsequently duly approved by the Stockholders of the respective Companies, with all the terms and conditions thereof, the said two Companies became and were likewise Consolidated into one Company and Corporation, also under the name of the Chicago St Paul and Fond du Lac Rail Road Company, and the respective Stock, property, franchises, and rights to lands from the general government and all other rights and claims of each Company, were united into one Common Stock property, franchises and rights and the same were thereupon duly conveyed & conferred upon and vested in the said Company thus Consolidated

And whereas by virtue of an act of Congress Approved June 3d 1856 granting lands to the State of Wisconsin in aid of the construction of four roads therein, and also by virtue of an Act of the Legislature of Wisconsin, approved October 11th 1856 in relation to said Congressional act, a quantity of lands belonging to the general government and lying along the line of the road of said Wisconsin and Superior Rail Road Company from Fond du Lac on Lake Winnebago * Endowed with and possessed of the right & the lands appertaining to said lines of Road from Fond du Lac Northerly to the State line and thence northerly upon two routes to the terminus upon said upon Lake Superior, being in all about three hundred and thirty miles of said road, and which lands in the aggregate consequently amounts to One million two Hundred and Sixty seven thousand two hundred acres of land Provided the road in Wisconsin should be constructed nearly north, and without any branches in said State And whereas the party of the first part is justly indebted unto the said party of the second part in the full sum of Five hundred and Sixty seven thousand dollars lawful money of the United States of America, became to be paid by its certain bond & obligation in the penal sum of Five hundred and Fifty four thousand Dollars bearing even date herewith and payable with interest at the rate of ten per cent per annum on (on the day of the date hereof)

And whereas for the purpose of the more effectual securing the payment of the said bond according to the tenor and effect, true intent and meaning of these and it is stipulated that the party of the first part should execute and deliver to the party of the second part a mortgage deed upon all its property both real and personal and its franchises in security for the payment of the principal and interest became to be paid by said bond

And this Indenture witnesseth That the Chicago St Paul & Fond du Lac Rail Road Company in consideration of the premises and of the sum of One dollar lawful money paid by Mahlon D Ogden of the City of Chicago, County of Cook and State of Illinois, the receipt whereof is hereby acknowledged, and in order to secure the payment of the said bond and of the interest became to be paid thereon and every part thereof, according to the tenor and effect, true intent and meaning of said bond, have granted, conveyed, transferred and assigned and by these presents do grant convey transfer and assign unto the said party of the second part, his heirs and assigns forever, the entire rail road of the said Company from the city of Chicago Illinois through the cities of Janesville, Fond du Lac, and Ashford Wisconsin to Lake Superior, with the terminus on said lake, one at or near Marquette at the mouth of Carp River, and the other at or near Ontonagon at the mouth of Ontonagon River, being the direct lines between Chicago and said Marquette and Ontonagon, whether the said lines be called and known as the main trunk lines or some of them as branches to the main trunk line, And all the land, railway rails, Bridges, fences, rights of way, stations, depot grounds Station Houses, and other buildings, now held or owned or which may hereafter be held or owned by said Company for the purpose of constructing operating, and maintaining their said rail roads or the accommodation of the business thereof, and also all the tolls, income and issues profits and saleable franchises of the said party of the first part Hereby connected with the said road & relating or pertaining thereto, And also all the Locomotives or Stationary Engines, tenders and Cars of every kind, machinery machine Shops, tools and implements wood and other materials Connected with or intended for the construction, equipment, operating and conducting of said Rail Road herein conveyed or intended to be conveyed, now owned or hereafter to be acquired by the party of the first part, all of which are declared to be appurtenances and fixtures of said Rail Road, and are to be sold and sold therewith and not separated therefrom and are to be taken as part thereof, meaning and intending thereby to convey and vest in the said party of the second part his heirs and assigns, all the property of said party of the first part of every name and description

Description

tion whatsoever and wheresoever situated.— To have and to hold the same together with all and singular the lands tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all the estate, interest and claim whatever in law as well as in equity which the said party of the first part have in and to the premises hereby conveyed or intended so to be unto the said party of the second part, his heirs and assigns to his and their only proper use benefit and behoof.— Provided always and these presents are upon this express condition, that if the said Chicago St Paul and Fond du Lac Rail Road Company, its successor or assigns shall well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns the said sum of Two hundred and forty Seven Thousand Dollars together with the interest thereon, at the time and in the coin mentioned in the said Bond hereinbefore referred to according to the true intent and meaning of said bond that then and in that case these presents shall be null and void.— But if default shall be made by said Chicago St Paul & Fond du Lac Rail Road Company, its successor or successors or assigns in the payment of said sum of Two Hundred and Sixty Seven thousand Dollars, together with the interest thereon at the time and place and in the manner provided in said bond given for the same, then and in that case it shall be lawful for the said party of the second part, his executors, administrators or assigns to enter into and upon all and singular the premises hereby conveyed or intended to be conveyed and each and every tract and parcel thereof, and the same from thenceforth peaceably and quietly to have hold and enjoy, and the rents, issues and profits thereof to receive and take to his and their own use and benefit without any hindrance, eviction or interruption whatsoever and to sell and dispose of the same, or any part or parts thereof, and all benefit and equity of redemption of the party of the first part their successor successors or assigns therein at Public auction, having first given thirty days notice of the time and place of such sale by publication in any daily newspaper published in the City of Chicago in the State of Illinois and to adjourn such sale from time to time at his or their discretion and as the Attorney of the said Chicago St Paul and Fond du Lac Rail Road Company for that purpose by these presents duly authorized constituted and appointed, in the name of the said Chicago St Paul and Fond du Lac Rail Road Company to make execute and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law conveying to such purchaser or purchasers the entire rail roads of said Chicago St Paul and Fond du Lac Rail Road Company, from the City of Chicago in the State of Illinois, through the cities of Janesville Fond du Lac, and Oshkosh, Wisconsin to Lake Superior with two termini on said Lake, one at or near Marquette at the mouth of Carp River and the other at or near Ontanagon at the mouth of Ontonagon River, being the direct line between Chicago and said Marquette and Ontanagon, whether the said lines be called and known as the main trunk lines, or some of them as branches to the main trunk line and all the lands railways rails bridges fences, rights of way, Stations depot grounds station houses and other buildings now held or owned or which may hereafter be held or owned by said Company for the purpose of constructing operating and maintaining the said rail road

or the accommodation of its business, and also all the tolls income, rents issues profits and alienable franchises of the said Chicago St Paul and Fond du Lac Rail Road Company, and also all the locomotive or Stationary engines tenders and cars of every kind, machinery machine shops, tools and implements wood and other materials connected with or intended for the construction, equipment operation, and conducting of said railroads and all other property of every kind or description of said railroads, and all other property of every kind or description of said Chicago St Paul and Fond du Lac Rail Road Company, whether the same has been specifically conveyed by or described in this indenture or not in fee simple and out of the money arising from such sale to retain the whole amount of said sum of Two Hundred and forty Seven thousand Dollars and all interest due thereon and all sums advanced by him or them on account of said property together with the costs of advertisement and sale of the said premises or of any part thereof, including the fee or charges of the Attorney or other person making such sale and to render the surplus of the purchase money if any there shall be unto the said party of the first part its successor successors or assigns which sale when so made shall be a perpetual bar both in law and in equity against the said Chicago St Paul & Fond du Lac Rail Road Company its successor successors and assigns, and all other persons claiming (or to claim) the premises or any part thereof, by from or under it or any of them, but if the amount realized from such sale shall not be sufficient to satisfy said bond and the interest due at the time of said sale then to apply the amount so realized over and above costs and charges first in payment of the interest then due and to endorse the balance as so much paid on said bond.— And it is hereby agreed in the mean time and until default shall be made in the payment of said bond or some part thereof as aforesaid it shall be and may be lawful to and for the Chicago St Paul and Fond du Lac Rail Road Company its successor successors and assigns peaceably and quietly to have hold and occupy use possess and enjoy the said premises with their appurtenances, and to receive the rents issues and profits thereof to its and their (own) use and benefit without any hindrance, interruption, suit or disturbance whatsoever, of or by the said party of the second part his executors, administrators or assigns, or any other person or persons whatsoever lawfully claiming or to claim the same by from or under him them or any of them.— In testimony whereof the said Chicago St Paul and Fond du Lac Rail Road Company has hereunto and to two other original indentures of the same tenor in all respects set its corporate seal and signed the same by its Vice President and Assistant Secretary this twenty ninth day of September A D 185[illegible].

Interlineation of fifth page the words "on or before the first day of January AD 1858" crossed out and the words the day of the date thereof" inserted before signing

Witness
A C Coventry
Franklin Hathaway

Chicago St Paul and Fond du Lac Rail Road Company by
John P Chapin Vice Prest

Chicago St Paul & Fond du Lac Rail Road Company by
Joseph P Hadfield
Asst Secretary

State of Illinois
Cook County
City of Chicago

Be it Known that on this Thirtieth day of September A.D. 1858 before me a Commissioner for the State of Wisconsin duly appointed and qualified and residing in the City of Chicago in said County and State personally came John P. Chapin, Vice President and Joseph B. Redfield Assistant Secretary of the Chicago St. Paul and Fond du Lac Rail Road Company to me severally personally known and severally acknowledged the execution of the foregoing instrument in writing by them respectively as the act and deed of the said Rail Road Company for the uses and purposes therein expressed. And the said John P. Chapin and Joseph B. Redfield having been by me first severally duly sworn did depose and say that the said John P. Chapin is the Vice President and that the said Joseph B. Redfield is the Assistant Secretary of the said Chicago St. Paul and Fond du Lac Rail Road Company and that they were duly authorized by resolution of the Board of Directors of the said Rail Road Company to make execute and deliver the foregoing instrument in writing for and on behalf of said Rail Road Company, that under and by virtue of such authority they severally executed said instrument as said Vice President and Assistant Secretary for and in behalf of said Rail Road Company and also affixed the Corporate Seal of the said Company thereto, and they acknowledge the execution of the said instrument by them as aforesaid to be the act and deed of the said Chicago St. Paul and Fond du Lac Rail Road Company for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written

Franklin Cathaway
Commissioner for the State of Wisconsin

Recorded Oct 2 1858, at 8 o'clock A.M.

Chicago St Paul & Fond du Lac Rail Road Company
mortgage
William B. Ogden

This Indenture made and entered into this twenty ninth day of September in the year of our Lord One thousand eight hundred and fifty eight (A.D. 1858) by and between the Chicago St Paul and Fond du Lac Rail Road Company of the first part and William B Ogden of the City of Chicago in the County of Cook and State of Illinois

Witnesseth. Whereas by articles of Consolidation bearing date the fifth day of March A.D. 1857 duly made and executed by and between the Chicago St Paul and Fond du Lac Rail Road Company and the Wisconsin and Superior Railroad Company pursuant to the laws of the States of Illinois and Wisconsin and which Consolidation with all the terms and conditions thereof was subsequently approved by the Stockholders of said two Companies respectively, the said two Companies became and were united into one Company and Corporation under the name and style of the Chicago St Paul and Fond du Lac Rail Road Company and the respective Corporate Stocks property, franchises and rights to lands from the general government, and all other rights and claims were united into one Common Stock property and franchises, and duly granted & conferred upon and vested in the said Company thus Consolidated.

And whereas by articles of Consolidation bearing date the 21st day of March A.D. 1857 duly made and executed under and pursuant to the laws of the States of Illinois Wisconsin and Michigan by and between the said the Chicago St Paul & Fond du Lac Rail Road Company thus consolidated as aforesaid and the Marquette and State Line Rail Road Company a Corporation created by the laws of Michigan with all the terms and conditions thereof and which said articles of Consolidation were subsequently approved by the Stockholders of said two Companies respectively, the said two Companies became and were united into one Company and Corporation also under the name and Style of the Chicago St Paul and Fond du Lac Company and the respective Stocks property franchises and right to lands from the General government, and other rights and franchises were united into one common Stock Property, and franchises and were duly granted & conferred upon and vested in the said Company thus Consolidated

And whereas by articles of Consolidation bearing date the 27th day of March A.D. duly made under and pursuant of the Laws of the State of Illinois Wisconsin and Michigan executed by and between the Chicago St Paul & Fond du Lac Rail Road Company Consolidated as aforesaid and the Ontonagon and Brule River Rail Road Company a Corporation created by the laws of Michigan and which said articles of Consolidation were subsequently duly approved by the Stockholders of the respective Companies with all the terms and conditions thereof, the said two Companies became and were likewise consolidated into one Company and Corporation also under the same name of the Chicago St Paul and Fond du Lac Rail Road Company and the respective Stocks property and franchises and rights to lands from the general government and all other rights and claims of said Company were united into one Common Stock Property and rights, and the same were thereupon duly granted & conferred upon and vested in the said Company thus Consolidated

And whereas by virtue of an Act of Congress approved June 3rd 1856 granting lands to the State of Wisconsin

in aid of the Construction of Rail roads therein and also by virtue of an act of the Legislature of Wisconsin approved October 11th 1856 in relation to said Congressional Grant a quantity of Lands belonging to the general government and lying along the line of Road of said Wisconsin and Superior Rail Road Company from Fond du Lac on Lake Winnebago northerly to the State line being Six Sections or 3840 acres of land for every mile of Road was prior to the Consolidation of said Company as aforesaid granted to and confirmed to upon said Company

And whereas by virtue of an act of Congress approved June 3d 1856 granting lands to the State of Michigan in aid of the Construction of Rail roads therein and also by virtue of an act of the Legislature of State of Michigan approved February 4th 1857 in relation to said Congressional Grant a quantity of land belonging to the general government and lying along the line of said Marquette and State Line Railroad Company from Marquette on Lake Superior to the State Line of Wisconsin, and also a quantity of land lying along the line of the aforesaid Ontonagon and State Line Rail Road Company from Ontonagon to the State line of Wisconsin being also Six Sections or 3840 acres of land per mile for every mile of Rail road of said two Companies respectively to either of the Consolidations aforesaid granted to and confirmed upon said Companies respectively.

And whereas by virtue of said acts of Congress and of the States of Wisconsin and Michigan and by virtue of said various Consolidations the party of the first became endowed with and possessed of the right to all the lands appertaining to said lines of Road from Fond du Lac northerly to the State line, and thence northerly upon two routes to the termini aforesaid upon Lake Superior being in all about three hundred and thirty miles of Road, and which lands in the aggregate Consequently amount to 1,267,200 acres of land provided the Road in Wisconsin should be Constructed nearly north and without any branches in said State.

And whereas the party of the first part is justly indebted unto the said party of the second part in the full sum of Seven hundred and thirty five thousand Dollars Lawful money of the United States of America secured to be paid by its certain bond Conditioned in the penal sum of One million four hundred and Seventy thousand Dollars bearing even date herewith and payable with interest at the rate of ten per cent per annum (on the day of the date hereof)

And whereas for the purpose of more effectually securing the payment of the said bond according to the true and effect thereof intent and meaning of the same it is expedient that the party of the first part should execute and deliver to the party of the second part a mortgage deed upon all its Property both real and personal and its franchises as security for the payment of the principal and interest secured to be paid by said bond

Now this Indenture witnesseth

That the Chicago St Paul and Fond du Lac Rail Road Company in consideration of the premises and of the sum of One dollar to it paid by William Bogden of the City of Chicago in the County of Cook and State of Illinois the receipt whereof is hereby acknowledged, and in order to secure the payment of the said bond, and of the interest thereof according to the true intent and meaning of said bond have granted bargained and sold and by these presents does grant convey bargain and sell unto the said party of the second part his heirs and assigns forever the entire Rail road of the said Company from the City of Chicago Illinois through the Cities of Janesville Fond du Lac and Oshkosh Wisconsin to Lake Superior with its termini on said Lake one at or near Marquette at the mouth of Carp River and the other at or near Ontonagon at the mouth of Ontonagon being the direct lines between Chicago and said Marquette and Ontonagon, whether the said lines be called and known as the main trunk lines or some of them as branches to the main trunk line, and all the Land Rail ways, Rail Bridges, Fences Rights of way Stations Depot Grounds Station Houses, and other buildings, now held or owned, or which may hereafter be held or owned by said Company for the purpose of Constructing, Operating and maintaining their said Rail road or the accommodation of the business thereof and also all the tolls, income rents issues profits and alienable franchises of the said party of the first part both connected with their Rail road including that and also all the Locomotives or Stationary Engines, Tenders, and Cars of every kind, machinery, machine Shops, Tools and implements wood and other materials connected with or intended for the Construction Equipment Operating and conducting of said rail road herein convey & intended to be conveyed now owned or hereafter to be acquired by the party of the first part all of which are declared to be appurtenances and fixtures of said Rail road and are to be used and sold therewith and not separated therefrom, and are to be taken as part thereof, meaning and intending hereby to convey to and vest in the said party of the second part his heirs and assigns all the property of said party of the first part of every name and description whatever and wheresoever situate

To have and to hold the same together with all and singular the lands Tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate interest and claim whatsoever in Law as well as in equity which the said party of the first part have in and to the premises hereby conveyed or intended so to be, unto the said party of the second part his heirs and assigns to his and their only proper use benefit and behoof

Provided always and these presents are upon the express condition that if the said Chicago St Paul and Fond du Lac Rail Road Company its successors or assigns shall well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns the said sum of Seven hundred and thirty five thousand Dollars together with interest thereon at the time and in the manner mentioned in the said bond according to the true intent and meaning of said bond Provided however that if default shall be made by said Chicago St Paul & Fond du Lac Railroad Company its successors or assigns in the payment of said sum of Seven hundred and thirty five thousand Dollars together with the interest thereon at the time and place and in the manner provided in the said bond given for the same then and in that case it shall be lawful for the said party of the second part his executors, administrators or assigns to enter into and upon all and singular the premises hereby conveyed or intended so to be and each

and any tract and parcel thereof and the same from thenceforth peaceably and quietly to have and hold and enjoy and the rents issues and profits thereof to receive and take to his and their own use and benefit without any hindrance eviction or interruption whatsoever, & to sell and dispose of the same or any part or parts thereof and all benefit and equity of redemption of the party of the first part & their successor or successors or assigns therein at Public Auction having first given thirty days notice of the time and place of such sale by publication in any daily newspaper published in the City of Chicago in the State of Illinois, and to adjourn said sale from time to time at his or their discretion and as the Attorney of the said Chicago St Paul & Fond du Lac Rail Road Company for that purpose by these presents duly authorized constituted and appointed in the name of the said Chicago St Paul & Fond du Lac Rail Road Company to make execute and deliver to the purchaser or purchasers (a) good and sufficient deed or deeds of conveyance in the land, conveying to such purchaser or purchasers the entire railroad of said Chicago St Paul & Fond du Lac Railroad Company from the City of Chicago in the State of Illinois through the cities of Janesville Fond du Lac, and Oshkosh, Wisconsin to Lake Superior with two termini on said Lake one at or near Marquette or the mouth of Carp River, & the other at or near Ontonagon or the mouth of Ontonagon River being the direct line between Chicago and said Marquette and Ontonagon whether the said lines be called and known as the main trunk lines or some of them, as branches to the main trunk line & all the lands railways, rails bridges, fences, rights of way, Station depot grounds, Station houses & other buildings now held or owned or which may hereafter be held or owned by said Company for the purpose of constructing operating and maintaining the said Rail Road, or the accommodation of its business and also all the tolls income, rents issues, profits and alienable franchises of the said Chicago St Paul & Fond du Lac Railroad Company, and also all the Locomotives or Stationary Engines Tenders and Cars of every kind, Machinery Machine Shops, Tools and implements wood & other materials connected with or intended for the construction equipment operating & conducting of said Rail Road and all other property of every kind nature or description of said Chicago St Paul and Fond du Lac Railroad Company wherever situate, whether the same has been specifically conveyed or described in this indenture or not in fee simple and out of the money arising from such sale to retain the whole amount of said loan of Seven Hundred and thirty five thousand dollars and all interest due thereon & all sums advanced by him or them on account of said property together with the costs of advertisement and sale of the said premises or of any part or parts thereof including the fees or charges of the Attorney or other person making such sale and to render the surplus of the purchase money if any there should be unto the said party of the first part its successor successors or assigns which sale when so made shall be a perpetual bar both in law and in Equity against the said Chicago St Paul & Fond du Lac Rail Road Company its successor successors or assigns & all other persons claiming or to claim the premises or any part thereof by from or under it or any of them, but if the amount realized from such sale shall not be sufficient to satisfy said bond and the interest due at the time of said sale then to apply the amount so received over and above costs and charges first in payment of the interest then due & to endorse the

the balance as so much paid on said bond

And it is hereby agreed that in the mean time & until default shall be made in the payment of said bond or some part thereof as aforesaid it shall and may be lawful to and for the Chicago St Paul & Fond du Lac Rail Road Company its successor successors and assigns peaceably and quietly to have hold occupy use possess and enjoy the said premises with their appurtenances and to receive the rents issues and profits thereof to its and their own use and benefit without any hindrance, or interruption suit or disturbance whatsoever of or by the said party of the second part his executors administrators or assigns or any other person or persons whatsoever lawfully claiming or to claim the same by from or under him them or any of them

In testimony whereof the said Chicago St Paul & Fond du Lac Rail Road Company has hereunto and to two other original indentures of the same tenor in all respects set its corporate seal and signed the same by its Vice President and assistant Secretary the day and year first above written

Chicago St Paul & Fond du Lac Rail Road Company
by John P Chapin
Vice Prest

Chicago St Paul & Fond du Lac R R Co
by Joseph B Redfield
Asst Secretary

Note on 21st line of 7th page the words "on or before the first day of November AD 1858" crossed out & on the day of the date hereof" & on margin of 14th page "thereunto a good and sufficient deed or deeds of conveyance in the law conveying to such purchaser or purchasers" & on the 9th line 15th page the words "Engines Tenders & Cars of every kind" all interlined before signing

Witness H C Coventry
Franklin Hathaway

State of Illinois Cook County
City of Chicago } ss

Be it Known that on this thirtieth day of September AD 1858 before me a notary public in and for said City in said County and State and also a Commissioner for the State of Wisconsin, duly appointed by the Governor of said State of Wisconsin, and authorized to take the proof and acknowledgment of deeds and other instruments to be used or recorded in said State of Wisconsin personally came John P Chapin to me personally known and Joseph B Redfield also personally known to me as the Vice President and assistant Secretary respectively of the Chicago St Paul & Fond Du Lac Railroad Company and severally acknowledged the execution of the foregoing instrument in writing by them respectively as the act and deed of the said Chicago St Paul & Fond du Lac Rail Road Company for the uses and purposes therein expressed. And the said John P Chapin and Joseph B Redfield having been by me first severally duly sworn did depose and say that the said John P Chapin is the Vice President, and that the said Joseph B Redfield is the assistant Secretary of the said Chicago St Paul & Fond du Lac Rail Road Company, and that they were duly authorized by resolution of the board of directors of the said Railroad Company, to make Execute and

deliver the foregoing Instrument of writing for and in behalf of the said Rail Road Company, and that under and by virtue of such authority they severally executed the said instrument as such Vice President and Assistant Secretary for and in behalf of the said Rail Road Company, and also affixed the Corporate Seal of the said Company thereto, and they acknowledge the execution of the said Instrument by them as aforesaid to be the act and deed of the said Chicago St Paul & Fond du Lac Railroad Company by duly authorized officers for the uses and purposes therein set forth.

In witness my hand and official seal the day and year last written.

Franklin Cathcart
Commissioner for the State of Wisconsin

Recorded October 3rd 1858 at 8 o'clock a.m.

Satisfaction of this Mortgage recorded in Book No. 210 of Railroad Mortgages, page 59 & 60.

Milwaukee Watertown & Baraboo Valley R Road Co

to

Alexander Mitchell

This Indenture made the thirteenth day of October in the year of our Lord One thousand eight hundred and fifty Eight between the Milwaukee Watertown & Baraboo Valley Rail Road Company a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Alexander Mitchell of the City of Milwaukee State of Wisconsin party of the second part

Whereas the parties of the first part have purchased the line of Rail Road from the City of Watertown to the City of Madison in said State together with all the personal property rights and franchises of the Watertown & Madison Rail Road Company appertaining to the same, and said parties of the first part are now engaged in constructing completing and furnishing that line of Rail Road from within the city of Milwaukee to and into the City of Madison so far as may be necessary to form a running Connexion with the Milwaukee and Mississippi Rail Road therein

And whereas the parties of the first by resolutions duly adopted by their Board of Directors on the thirteenth day of October 1858, have resolved and determined to issue One million of Dollars in Corporate Bonds, for the purposes hereinafter mentioned and particularly specified. Said Bonds to be in sums of One thousand dollars each, numbered from No One to One thousand inclusive payable twenty years from the first day of November 1858 at the American Exchange Bank in the City of Glasgow Scotland bearing interest at the rate of Eight per cent per annum payable semi annually at the said Bank in the City of Glasgow on the first days of each May and November after the date thereof, with interest warrants or coupons annexed, in the usual form, for the payment of said several instalments of interest; said Bonds to be on an equality as to the payment thereof as becomes by these presents, notwithstanding the same may be issued at different times, and each of said Bonds to be authenticated by the Certificate of the Treasurer of the second part which endorsed upon or attached thereto, before the same shall be of any validity for any purpose.

Now therefore this Indenture witnesseth, That the said parties of the first part in order to secure the payment of said Bonds and interest, and in Consideration of the sum of One Dollar to them, at the sealing and delivery hereof in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted bargained sold transferred and conveyed and by these presents do grant bargain sell transfer and convey to the said party of the second part his successors and assigns in the trust hereby created all the following Estate and interest to be acquired real and personal property and estate of the first part that is to say, All the division or Section of their said Rail Road being about Eighty miles in length, and situate lying and being within and between the City of Milwaukee aforesaid and the City of Madison in the said State of Wisconsin and the junction with the Milwaukee & Mississippi Rail Road Company in said City of Madison including the right of way and lands occupied by said Road together with the superstructure and tracks thereon and all rails and other materials used thereon, bridges, viaducts, culverts fences equipments, wood yard depot grounds and buildings thereon belonging to the parties of the first part, and all Rolling Stock, Engines tenders, Cars, tools

materials machinery fixtures and all other personal property appertaining to said line or lines of Road, and now belonging to the said Parties of the first part or hereafter to be acquired by them, and all right title and interest therein, and also all future right title and interest therein to be acquired by the parties of the first part together with the name franchises and functions appertaining to the said Road, tolls, rent and income to be had or levied therefrom and all corporate and other franchises rights and privileges of the said Parties of the first part now or to or enhancing the same. But nothing herein contained shall be so construed as to prevent the parties of the first part from selling hypothecating or otherwise disposing of any city or county bonds or from mortgages or other securities received in payment of Stock or otherwise, or of any lands or other property of the parties of the first part not necessary to be retained for the Roadway depot grounds and stations as required for the construction or convenient use of said Road nor from collecting moneys due the said Company on Stock Subscriptions or otherwise

Nor shall anything herein contained be so construed as to prevent the said parties of the first part from collecting and appropriating towards the construction use and repair of the said Road, and of every part thereof, all Stock Subscriptions donations or loans of money, lands or other property which may have been or may hereafter be made for that purpose, but the said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns.

And the said parties of the first part hereby further covenant and agree to and with the said party of the second part his successor or successors in the trust hereby created that for the further security and ultimate redemption of the said Mortgage Bonds to be issued by virtue of this Mortgage they and annually on or before the last day of December in each year in and after the year One thousand eight hundred and Sixty Seven until the principal of said Bonds is fully paid set apart and appropriate from the earnings of the said Road for the preceding twelve months, and deposit with the Wisconsin Marine & Fire Insurance Companys Bank (an incorporated institution located and doing business in the City of Milwaukee) or its successor which said Wisconsin Marine & Fire Insurance Companys Bank or its successor is hereby made constituted and appointed the Trustee or Custodian of the parties hereto and of all the holders of the Mortgage Bonds to be issued by virtue of this Mortgage as aforesaid for the purposes hereinafter mentioned Fifty thousand Dollars and the accumulations of interest thereon the first setting apart and appropriation of said Sinking fund to be made and deposited on the last day of December One thousand Eight hundred and Sixty Seven And the said Sinking Fund or annual sums of money thus set apart and appropriated with all accumulations of interest shall as soon as practicable thereafter be laid out and invested by the said Wisconsin Marine & Fire Insurance Companys Bank or its successor in the purchase of Mortgage Bonds of the parties of the first part to be issued under this Mortgage whenever any of the said Mortgage Bonds can be purchased at or under par, and the accrued interest on the same at the date of the purchase, and at the lowest price for which the same can be purchased. In case the Bonds of the said Company before specified cannot be procured or purchased on the terms aforesaid then and in that case the said Wisconsin Marine & Fire Insurance Companys Bank or its successor shall from time to time invest the said fund under the advice

and direction of the Board of Directors of the parties of the first part in such securities as shall be deemed most safe and profitable for the parties of the first part, Provided however that the obligation of the parties of the first part to make such annual deposits to the said Sinking fund as aforesaid shall cease and determine, as soon as the funds and securities placed in the hands of the said Wisconsin Marine & Fire Insurance Companys Bank or its successor shall with the accumulations of interest thereon form a capital sufficient to pay and discharge at the maturity thereof all the outstanding Bonds issued hereunder. The said Wisconsin Marine & Fire Insurance Companys Bank or its successor shall at all times keep a proper and correct registry and account of the said several securities and funds to be held by them as aforesaid and belonging to the said Sinking fund for the inspection and examination of the parties hereto and of any of the Stock holders or Bond holders of the Road and shall annually thereafter during the continuance of the said trust render to the parties hereto a written statement showing the true state and condition of the said Sinking fund, and when any of the aforesaid Bonds of the parties of the first part shall have been purchased for the use of the sinking fund the same shall as soon as purchased together with the coupons belonging thereto be cut cancelled and altered by the said Wisconsin Marine & Fire Insurance Companys Bank or its successor and delivered by said Bank or its successor whenever demanded by the parties of the first part.

The said Wisconsin Marine & Fire Insurance Companys Bank or its successor shall apply the funds and available securities in their hands to the payment and redemption of the said Mortgage Bonds issued hereunder at their maturity rendering the overplus if any to the parties of the first part or their assigns.

To have and to hold the said premises and personal estate and property and every part and parcel thereof with appurtenances rights and franchises unto the said party of the second part his successor or successors in the trust hereby created and assigns upon the following trusts that is to say, In case the said parties of the first part shall fail to pay the principle or any part thereof, or any of the interest on any of the said Mortgage Bonds to be issued hereunder at any time when the same shall become due and payable according to the tenor thereof when demanded or in case the parties of the first part shall fail neglect or refuse to set apart appropriate and deposit with the said Wisconsin Marine & Fire Insurance Companys Bank or its Successor the said several sums of money or any or either of them for the purposes of a sinking fund at the times and in the manner herein before particularly set forth and provided then at the expiration of Sixty days from and after such default failure neglect or refusal in case such principal or interest shall not have been paid or such payment and appropriation to the sinking fund shall not have been made upon request of the holder of any such Mortgage Bond or upon the request of the said Wisconsin Marine & Fire Insurance Companys Bank or its successor the said party of the second part his successor or successors in the trust hereby created or assigns may enter into and upon any take possession of all or any part of said premises, real and personal estate and property and at the discretion in fact or agent of said parties of the first part by himself or agents or substitutes, duly constituted hereof, use, and employ the same making from time to time all needful repairs alterations and additions thereto and after deducting the expences of such use repairs, alterations and additions

applying the proceeds thereof to the payment of the principal and interest of all said Bonds issued hereunder remaining unpaid and the said party of the second part his successor or successors in the trust hereby created or assigns on the written request of the holders of at least one half of the Mortgage Bonds issued hereunder and then outstanding unpaid as aforesaid shall sell the said premises, real and personal estate and property, depot grounds, fixtures, machinery equipments, name rights and franchises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such Mortgage Bonds as may be then unpaid as aforesaid to be sold at public auction in the City of Milwaukee in the State of Wisconsin aforesaid giving at least sixty days previous notice of the time place and terms of such sale, and of the real and personal property and estate rights and franchises and all other matters and things to be sold by advertising the same in two newspapers of most general circulation published in the City of Milwaukee, and wherever else required by law and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the parties of the first part their successors and assigns and all persons claiming under them of all right interest or claim of in or to said premises machinery equipments depot fixtures real and personal estate and property rights and the name and franchises or any part thereof. The amount of the bid or purchase money in the said sale may be paid and satisfied in whole or in part by the outstanding mortgage Bonds or any of them issued hereunder and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the net amount arising from said sale together with the amount of unapplied cash assets belonging to the sinking fund as compared to the amount of the outstanding bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the Bonds of the said outstanding mortgage Bonds issued hereunder not used in payment of said bid as aforesaid and shall pay over and within the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said parties of the first part, nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance or conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully carrying into effect the objects hereof, particularly for the conveyance of any rights interest or property subsequently to the date hereof acquired by said parties of the first part and comprehended or intended so to be in the description and terms of this instrument.

And the said parties of the first part hereby further covenant as aforesaid that any money borrowed for the purpose aforesaid upon the security of said Mortgage Bonds to be issued hereunder shall be faithfully applied to the purchase and transportation of iron, rails, and machinery used for the construction and extension of said road, and the expense attending said loan and purchase, and that said rails and machinery so purchased shall be transported and used with due diligence in the construction, finishing and furnishing said Rail Road.

And it is mutually agreed and these presents are upon this express condition, that on payment of the principal and interest of said mortgage Bonds issued hereunder in manner aforesaid, the estate hereby granted to the said party of the second part his successor or successors in the trust hereby created and assigns shall be void and the rights to the premises and real and personal estate and property hereby conveyed shall revert to and revest in the parties of the first part without any acknowledgements of satisfaction reconveyance, release or other act, but when the principal and interest of all the said Mortgage Bonds to be issued hereunder shall be fully paid, and the said Bonds duly cancelled, the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part or their assigns duly execute and acknowledge payment and satisfaction of this mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and promptly satisfied, cancelled and discharged of record.

And it is also further mutually agreed that the said party of the second part his successor or successors in the trust hereby created or assigns shall be accountable only for reasonable diligence in the management of the several trusts and matters herein and hereby committed to him and his care, control and authority and shall not be responsible for the act of any agent or attorney employed by him, when such agent or attorney is selected with reasonable discretion;

And it is further mutually agreed that in case of the death, mental or incapacity, resignation of the party of the second part, all his estate, right, interest, power and control in the premises shall be divested, cease and determine, and the same shall from thenceforth for the purposes aforesaid be devolve upon and vested in and all and singular the trusts and duties hereinbefore mentioned and enumerated shall be conferred upon and assumed by Edwin D Morgan of the City of New York without any other or further assurance or conveyance of or in the same, except that on the happening of either of the above named contingencies the said substitute shall as soon as practicable thereafter signify in writing to the said parties of the first part or their assigns his acceptance or non acceptance as such substitute. And in case of the non acceptance death mental or civil incapacity or resignation of the said Edwin D Morgan of the several trusts hereby created shall have devolved upon him, the said parties of the first part shall (or within defance to take proceedings therefor for thirty days) the holders of a majority of the said outstanding Mortgage Bonds to be issued hereunder may apply to any proper Court of the State of Wisconsin to appoint such place a new Trustee being a resident of the City of New York, and thereupon and upon his acceptance of the trust, such new trustee shall become vested for the purposes aforesaid with all the right, estate, property and interest hereby conveyed to or vested in the said party of the second part, without any further assurance or conveyance of the same.

But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further release or

conveyances for that purpose to the end that the true intent object and meaning of this instrument may be fully and faithfully carried into effect
It is hereby further mutually covenanted and agreed that the Bonds hereunder to be issued numbered No One (1) to Nine Hundred (900) both inclusive shall be issued and applied in payment for that portion of the Companys Road situated in and between the Cities of Waukesha and Madison, and the real and personal property, corporate rights, interests, privileges, and franchises purchased of Russell Sage, and in the Construction, Completion, and Equipment of said line of Road, and not otherwise, and that the Bonds hereunder to be issued numbered No five hundred and one, (501) to No One thousand (1000) both inclusive are hereby set apart and appropriated solely and exclusively for the purpose of purchasing, exchanging for or retiring an equal amount of the three hundred and ten thousand dollars first mortgage Bonds, and the Two hundred Thousand Dollars Milwaukee City Bonds, and the One Hundred & Eighteen Thousand Dollars Third mortgage (Construction) Bonds so called, now chargeable upon that portion of the road East of Waukesha, and said Bonds numbered five hundred and one (501) to One thousand (1000) both inclusive shall only be issued and subsisted by the said Trustee so fast as they can be exchanged for the Six Hundred and twenty Eight Thousand Dollars of Bonds above mentioned, so so fast as the said Six hundred and twenty eight Thousand Dollars of Bonds shall be thereby or otherwise from time to time cancelled

And the said first and third Mortgage Bonds and the said City Bonds as fast as the same shall have been so purchased or exchanged and retired together with the Coupons attached or belonging to the same, shall be cut and cancelled, or otherwise defaced by said Trustee or Trustees and filed in the Companys office as duly Cancelled Bonds.

Before any of the Bonds to be issued under this mortgage numbered from No 500 to No 1000 both inclusive shall be delivered to any holder or have any validity for any purpose each of the Trustees Alexander Mitchell and said Edwin D Morgan, who is hereinafter named as a Trustee for that special purpose, or their successor or successors shall indorse thereon over their proper signature of each, a certificate stating that such bond has been issued and delivered in the retirement and cancelment of an equal or greater amount of the aforesaid 1st or 3rd Mortgage Bonds or Bonds of the City of Milwaukee actually delivered to such Trustee and cancelled and surrendered in pursuance of the provisions of this Mortgage.

Edwin D Morgan of the City of New York is hereby named, constituted and appointed a Trustee under this mortgage for the purpose of receiving and certifying to the delivery of the 1st and 3d Mortgage (Construction) Bonds of this Company, or Bonds of the City of Milwaukee so as aforesaid to be received in exchange for Bonds numbered from No 501 to No 1000 both inclusive and for no other purpose, and in case of his death refusal or incapacity to act, as such Trustee then and in such case Frederick Leake of the City of New York is hereby named constituted and appointed as such Trustee, with like powers and duties and no other to act in the place and stead of said Edwin D Morgan

And it is hereby further provided and agreed, and all Bonds issued hereunder are issued and delivered upon and subject to this express condition

that the parties of the first part, or their assigns may at any time hereafter execute another deed of trust or mortgage conveying all that portion of their aforesaid line of Road situated easterly from their present Junction with the Milwaukee and Mississippi Rail Road in the County of Waukesha being about fourteen miles extending from the said Junction to the City of Milwaukee which mortgage so hereafter at any time to be executed shall have prior right lien and charge and shall for all purposes be and continue a prior incumbrance and security on all portions of said line from said Junction to and within said limits of Milwaukee over and before this mortgage or any Bonds issued hereunder to the amount and extent of Three Hundred Thousand Dollars and interest thereon at the rate of not exceeding eight per cent per annum, and to have like effect for the purpose of a security, for all Bonds issued thereunder, and to be second thereby as executed and recorded in all proper form, and with all proper substance before the execution or recording of this mortgage

But Bonds to be issued under such Mortgage shall be applied exclusively to and for the Construction of that portion of the Road between said last mentioned Junction and the City of Milwaukee and the Completion and Equipment of that line of Road between the Cities of Milwaukee and Madison

And it is further expressly provided that nothing herein contained shall be construed to authorize the said E. D Morgan and Alexander Mitchell Trustees either of them, or their successor to receive or pay for by exchange or otherwise on account of the parties of the first part any part of said Six hundred and twenty Eight Thousand Dollars of Bonds so proposed to be retired and cancelled except by authority of the parties of the first part But said Bonds so to be retired and cancelled shall be retired solely through the agency, or subject to the direction of the parties of the first part, and whenever any portion of said Bonds shall be so retired and cancelled and so far and so often as any portion thereof shall or may be from time to time retired and cancelled by the parties of the first part in any manner then the said Mitchell and Morgan Trustees as aforesaid or the survivor or survivors of them shall certify an equal amount of said Bonds so numbered from 501 to 1000 both inclusive upon the request of the parties of the first part their proper officer or agent and thereupon such Bonds so certified may be used or disposed of by the parties of the first part for any purpose for which any other Bonds or obligations belonging to them might be used or disposed of and shall be equally effectual and operative as an obligation and security and equal in all things to value, security and priority with any other Bonds hereunder issued, and no priority in date of issue or certificate as to any other Bonds hereunder issued and hereby secured shall create in favor of such prior issue any priority, superiority or preference in the lien incumbrance or charge under this Mortgage and in consideration premises any other Bond hereunder issued and hereby secured shall give or create in favor of such other Bond any priority or superiority of lien, except the said mortgage and Bonds to be issued thereunder for said Three Hundred Thousand Dollars Bonds and Mortgage shall have such priority as is above provided in relation from or after such time the same may be executed and delivered

In testimony whereof the said parties of the first part have caused their presents to be signed by S. L Rood their President and the Corporate seal of the Company to be hereunto affixed the day and year first above mentioned

Signed sealed and delivered in presence of
Len Hubbell
R W Heritt

Milwaukee Wahkesha & Rock River Valley Rail Road Co
by S L Rood
Pres't

State of Wisconsin
Milwaukee County } ss.

Be it remembered that on the 23d day of October A D 1858. personally came before me S. L Rood to me known to be the Pres't of the Milwaukee Wahkesha and Rock River Valley Rail Road Company and acknowledged the execution of the foregoing Mortgage to be his free act and deed and the free act and deed of said Company for the uses and purposes therein mentioned

Robert W Heritt
Notary Public
Milwaukee County
Wisconsin

I do hereby accept the trust imposed by the foregoing Mortgage, done at the City of Milwaukee this twenty third day of October in the year of our Lord One thousand Eight hundred and fifty Eight

In presence of
D A Pirie
D Ferguson

A. G. Mitchell

State of Wisconsin
Milwaukee County } ss.

On this 28th day of October A D 1858 personally came before me Alexander Mitchell to me known to be the person described in the foregoing mortgage and who executed the foregoing acceptance of Trust and acknowledged that he executed said instrument of acceptance voluntarily for the uses and purposes therein expressed

D. A. Pirie
Notary Public
Milw Co

Recorded Oct 27th 9 o'clock A.M.

Milwaukee and Rock River Rail Road Company
and
David Ferguson
Deed of Trust

This Indenture made this Seventh day of September in the year One thousand Eight Hundred and Fifty Eight between the Milwaukee and Rock River Rail Road Company a corporation duly constituted by the laws of the State of Wisconsin party of the first part and David Ferguson of the City and County of Milwaukee State of Wisconsin party of the second part Witnesseth

That whereas the said party of the first part for the purpose of procuring means to complete the construction of their Rail Road from the City of Milwaukee to the Village of Delavan, deem it advisable to make and to issue their bonds in sums of One hundred Dollars and of Fifty dollars each to an amount not exceeding in the aggregate One hundred and Forty Seven thousand Dollars to be secured by a mortgage on the whole line of their road from the City of Milwaukee to the Village of Delavan which mortgage is for the sum of Three thousand Dollars per mile on the whole line of road being Forty seven (47) miles in distance and is subject to two previous mortgages executed by the said party of the first part as follows, One mortgage to the Phoenix Loan and Trust Company of the City of Newyork to secure the payment of Six Hundred & Thirty thousand Dollars $630,000 and constituting a first lien upon the whole of said line of road as follows Ten thousand Dollars per mile on the first Twenty miles of said road out of the City of Milwaukee and for Fifteen ~~thousand~~ thousand Dollars per mile on all the remainder of said road. Also a mortgage to the City of Milwaukee to secure the payment of One Hundred thousand Dollars being a second mortgage upon said road and covering and conveying the first twenty miles thereof out of the said City of Milwaukee and no more The conveyance hereby made being intended to cover and convey the whole of said line of road subject to the said two previous mortgages.

The bonds & certificates under this mortgage are to be Nine hundred and Eighty of One Hundred Dollars each to be numbered from One to Nine hundred and Eighty (1 to 980) both inclusive, and also of Nine hundred & Eighty of Fifty dollars each, to be numbered from Nine hundred and Eighty one (981) to Eighteen hundred & Sixty (1860) both inclusive and are to be signed by the President and Secretary of said Company and sealed with the Corporate Seal of said Company and the Transportation Certificates and Interest warrants thereto annexed are to be signed by the Secretary of said Company. Said Bonds, Transportation Certificates and Interest warrants are to be in the following form to wit

Milwaukee and Rock River Rail Road Company's Bond
Secured on all their Road Property and Fixtures between the City of Milwaukee and the Village of Delavan. State of Wisconsin $100 or $50

Know all men by these presents That the Milwaukee and Rock River Rail Road Company is indebted to David Ferguson or bearer in the sum of One Hundred Dollars (or the sum of Fifty dollars as the same may be) which the said Company promise to pay to the said David Ferguson or bearer on the first day of December 1863. at the Office of the Wisconsin Marine and Fire Insurance Company Bank in the City of Milwaukee with interest thereon at the rate of Seven per Centum per annum payable annually at the same place on the first day of December

in each year on the surrender of the annexed Interest warrant as they severally become due. And the said Rail Road Company further agrees and binds itself to pay this Bond in Transportation of Freight or Passengers over and upon this Company's Road in instalments and proportions as are set forth in the Transportation Certificates hereunto annexed if demanded in pursuance of the said Transportation Certificates

This Bond is one of a series of Nine hundred and Eighty of One hundred Dollars each, and of Nine hundred & Eighty of Fifty dollars each, all of the same tenor and date executed and issued in conformity to an act of the Legislature of this State approved October 10th 1856 and by authority of resolutions of the Board of Directors of said Company adopted on the Seventh day of September A.D. 1858. authorizing Bonds to be issued amounting in the aggregate to One Hundred and fifty Seven Thousand Dollars.

And the holder hereof is entitled to the security derived from a Mortgage bearing even date herewith and duly recorded in the office of the Secretary of State of the State of Wisconsin in accordance with said Legislative act, upon said Company's line of Road from the City of Milwaukee to the Village of Delavan in Walworth County State of Wisconsin being forty nine miles in length including Depot Grounds, Depot Buildings, Station Houses, Rolling Stock Wood Shops, Machinery Tools, Fixtures, Personal property and all the rights privileges and appurtenances thereto pertaining executed and delivered by the said David Burgmeier in trust to secure the payment of the principal and interest of the said Bonds. The detachment from this Bond of any of the Transportation Certificates hereto annexed will be viewed as a payment of so much of the principal of this Bond as such detached Certificate shall represent

This Company agrees to pay interest on such portion of this Bond as the Transportation Certificates attached thereto on presentation shall represent and no more

In testimony whereof the said Company have caused their Corporate Seal to be hereunto affixed and these presents to be signed by their President and by their Secretary by order of the Board of Directors this Seventh day of September A.D. 1858. at Milwaukee Wisconsin

Milwaukee Beloit & Rail Road Co Incorporated 1853

President
Secretary

Transportation Certificate No 1.
The Milwaukee & Beloit Rail Road Company will pay to the holder hereof in transportation of Freight or passengers on said Company's Road Thirty Dollars on and after Dec 1st 1862 the same being part of the principal of their Bond No 920

Secretary

Transportation Certificate No 2.
The Milwaukee & Beloit Rail Road Company will pay to the holder hereof in transportation of Freight & passengers on said Company's Road Thirty Dollars on and after Dec 1. 1861 the same being part of the principal of their Bond No 920

Secretary

Transportation Certificate No 2.
The Milwaukee & Beloit Rail Road Company will pay to the holder hereof in transportation of Freight and Passengers on said Company's Road Twenty Dollars on and after Dec 1. A.D. 1860 the same being part of the principal of their Bond No 920.

Secretary

Transportation Certificate No 1. The Milwaukee & Beloit Rail Road Company will pay to the holder hereof in transportation of Freight and passengers on said Company's Road Twenty Dollars on and after Dec 1st A.D. 1857 the same being part of the principal of their Bond No 920.

Secretary

The Interest Warrants of the following form and tenor annexed to each bond

Interest Warrant No. The Milwaukee and Beloit Rail Road Company will pay to the holder hereof on the 1st day of Dec A.D. 1863. at the Wisconsin Marine and Fire Insurance Company Bank in the City of Milwaukee Seven dollars interest due that day on their bond No. — and will pay so much of said interest as shall be due at that date on the unpaid principal of said bond as shall appear from the Transportation Certificates attached thereto on presentation.

Secretary

The Bonds for Fifty Dollars each, issued under and secured by this Mortgage and Indenture in all respects to the foregoing except the sum stipulated therein to be paid each of such bonds being for Fifty Dollars payable at the same time place and manner and subject to the same conditions as the foregoing Bond, and the Transportation Certificates thereunto attached and to be payable in the same manner and for the same fractional parts of the principal, and the interest warrants shall be of the same tenor and date, and in all respects similar to the same warrants above recited excepting the amounts thereof.

Now, this Indenture further witnesseth that the said party of the first part in consideration of the premises and of the sum of One dollar to it in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and in order to secure the payment of the bonds and interest as herein above described and defined amounting in the aggregate to One Hundred and Fifty Seven thousand Dollars with the interest thereon, as the same shall from time to time become due, have granted, bargained, sold, transferred and conveyed and by these presents do grant bargain, sell, transfer and convey to the said party of the second part, all the said Rail Road from the City of Milwaukee to the Village of Delavan now being constructed and to be constructed, together with all the rights of way Depot Grounds, Railways, Rails, Bridges, Superstructures fences, Stations, Station Houses, and other buildings, and all the lands and hereditaments by the party of the first part connected with their said line of Rail Road, which they claim under the right and privilege of their Charter or conveyed to them by deed, and also all the tolls issues rents, incomes and profits and corporate or other franchises of the said party of the first part connected with their said line of Rail Road or relating thereto, and also all the Locomotive Engines, Tenders, Cars, of every description, Machinery, Ships, Tools Implements, Wood and property connected and used with the proper equipment of said line operating and conducting of said Rail Road, now owned or hereafter to be acquired by the party of the first part for or appertinant to the aforesaid line of road, in substitution of those now owned by them or otherwise, all of which personal chattels are hereby declared to be fixtures and appertenances, and not be used and sold therewith and not separated therefrom, and not be taken as apart thereof. It being understood that the security and lien created by this Indenture not to be for the sum of Three Thousand Dollars per mile subject to the before mentioned previous mortgages.

But nothing herein contained shall be so construed as to prevent the party of the first part from selling or otherwise disposing of any Bonds Mortgage Stocks or other Securities issued to aid in the Construction of said Road, or received in payment or Security for Stock subscription or otherwise, nor from collecting and appropriating

proceeds the construction use and repair and the operating of said Road all Stock Subscriptions, donations or loans of money or other property which may have been made or may hereafter be made for that purpose, nor shall this mortgage be construed to include any lands or other property of the party of the first part not needed for their railroad or roadway, or for Depot, or Station Grounds, and not required for the construction operation, maintainence or convenient use of the same, and which the said party of the first part may deem it for the interest of said Company to sell or dispose of, Provided however that the proceeds of the sale, disposition or lease of any such lands and property shall be faithfully applied to the construction or the equipment of said Company's Road, or to the payment of the debts of said Company To have and to hold the said granted premises and every part thereof unto the said party of the second part and his successors in the trust hereby created and for the purposes following

That is to say

In case the party of the first part shall fail to pay the principal or any part thereof, or any of the Transportation Certificates according to the terms thereof, or any of the interest on said bonds when the same may become due, and payable according to the tenor thereof, when demanded then after sixty days after such default in case such principal or interest shall then remain unpaid, the said party of the second part or his successor may and shall on the written request of the holders of at least one half of the Bonds then unpaid cause the said premises property and effects hereby mortgaged or intended so to be, or so much thereof as shall be necessary to pay and discharge the principal and interest of all such bonds as may then be unpaid, to be sold at Auction in the City of Milwaukee in the State of Wisconsin, or in the City of New York, giving at least forty days notice of the time and place of such sale, and of the terms of such sale, and of the specific property to be sold, by publishing the same in two newspapers of good circulation in each of the cities aforesaid and when and else required by law, and upon the purchaser or purchasers thereof a good and sufficient deed of conveyance of said premises and such other instruments as may be necessary or proper for the property or effects so sold which shall be a bar against the said party of the first part, and all persons claiming by or under them of all right interest or claim in or to the said premises property or effects or any part thereof.

And the said trustee shall after deducting from the proceeds of said sale, the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds, and shall retain the residue thereof to the said party of the first part this successors or assigns. It being especially understood that in no case shall any claim or advantage by reason of any valuation, appraisement or extension laws by the said party of the first part nor any injunction or stay of proceedings in any event be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said party of the first part hereby covenants for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the premises, property or effects hereby mortgaged, or intended so to be or any part thereof to the party of the second part his successors or assigns for more fully carrying into effect the objects hereof particularly for the conveyance of any property or effects subsequently to the date hereof acquired by the said party of the first part and herein intended to be mortgaged as herein before expressed.

And it is hereby mutually agreed that these presents are upon this express condition that on payment of the principal and interest of said Bonds at the time therein specified for the payment thereof in manner aforesaid the estate hereby granted to the said party of the second part shall cease, and the right to the premises property and effects hereby conveyed or granted shall revert to and revest in the said party of the first part without any acknowledgement of satisfaction to convey or other act.

And it is further mutually agreed that the said party of the second part his successors or assigns shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the act of any agent employed by him when such agent is selected with reasonable discretion, and that said party of the second part his successors in said trust or assigns shall be entitled to receive proper compensation for any labor performed by him in the discharge of this trust in case he shall be compelled to take possession of said premises or any part thereof or manage the same.

In Witness whereof the said party of the first part on the day and year first above written have hereunto caused to be affixed their Corporate seal, and these presents to be signed by their President and Countersigned by their Secretary at Milwaukee in the State of Wisconsin And the said party of the second part has hereunto signed and sealed the same

Milwaukee & Rock River Rail Road Company

Samuel Farrar. Secretary

A. W. Barnes President

I accept the trust as set forth in the foregoing instrument

D. Ferguson. Trustee.

State of Wisconsin
Milwaukee County } ss.

Be it remembered that on this 2d day of September A.D. 1858. personally came before me the above named A. W. Barnes to me known to be the President of the Milwaukee and Rock River Rail Road Company and the person who executed the foregoing instrument and who acknowledged the execution thereof to be the free act and deed of the said Milwaukee and Rock River Rail Road Company

S. C. Wells
Notary Public
Mil Co Wis

State of Wisconsin
Milwaukee County } S. S.

Be it remembered that on this 24th day of November A.D. 1858. personally came before me the said David Ferguson to me known to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed for uses and purposes therein mentioned

J. A. Pike
Notary Public
Mil Co

Recorded November 13th A.D. 1858. at 8 o'clock P.M.

350

V

Milwaukee Watertown & Baraboo Valley Rail Road Co
and
Alfred Sayon

This Indenture made this twenty Second day of December A D 1858. between the Milwaukee Watertown & Baraboo Valley Rail Road Company a Corporation duly Constituted by the Laws of the State of Wisconsin party of the first part, and Alfred Sayon Esquire, of Ossant Saratoga County, New York party of the Second part. Witnesseth that the said party of the first part in Consideration of One hundred thousand Dollars, to the said party of the first part paid and for the purposes hereafter expressed, and in pursuance of a resolution of the Board of Directors, of the party of the first part, bearing date December 22d 1858. Doth grant, bargain, sell convey, and assign to the party of the second part its Railroad from its present junction with the Madison division of its Rail Road in the City of Watertown to the Village of Columbus, together with Right of way, depots and all other buildings, Water Tanks, Station Houses and fixtures thereon, the franchises immunities, privileges and corporate rights to have hold, use, occupy and enjoy the same, to his own sole, his heirs, assigns, and legal representatives forever. This instrument is executed and delivered as a mortgage to secure the payment of One hundred promissory notes of One thousand dollars each and interest thereon, from and after January 1st 1859. at the rate of Eight per cent per annum payable semi annually on the first days of July and January, until said notes are paid, the first payment of interest payable on the first day of July next after the date hereof, said notes being payable to Alfred Sayon, or bearer with coupons or interest warrants attached. The principal and interest of said notes being payable at the office of the party of the first part in the City of Milwaukee & the principal being payable in equal annual payments of Ten thousand Dollars each, the first payment of principal being payable on the first day of January 1860 and the further and like sum of Ten thousand Dollars of principal, being payable at the expiration of each and every year from time to time thereafter ensuing until all is paid the last payment of Ten thousand Dollars of Principal being payable on the first day of January 1869. Said notes are numbered from Number One 1. to Nine Hundred (100) both inclusive and are made and executed to obtain means to finish and equip the road and pay maturing indebtedness

And this indenture is upon this express condition that in case the said party of the first part shall punctually pay and discharge the principal and interest of each and every of the said Several Promissory notes, upon demands, as the same shall become due and payable, then this indenture and all the estate and right hereby created, shall cease and determine

But in case default shall be made in the payment of all or any part of the principal or interest of the said several notes, at the time or times the same shall become due and payable, it shall be lawful and the said party of the second part is hereby authorized and empowered to sell the property, Rights, franchises and all the appurtenances above mentioned and described at public auction at the Court House in the City of Milwaukee, first giving Ninety days Public Notice of such sale in two or more newspapers of general circulation published in said City of Milwaukee and on such sale to make, execute and deliver to the purchaser, good, full, and ample deeds of conveyance, and to deliver immediate possession to the purchaser or purchasers thereof

And in case the party of the second part shall deem himself insecure, he shall be permitted, and he is hereby fully authorized and empowered, at any time after any installment of Principal or interest shall have been due and unpaid for one month, in all or any portion of said notes, to enter into & take full and complete possession of the said Road franchises and appurtenances above described and by himself or agents or attorneys to operate the same and receive the tolls, tools & all emoluments and income to be derived therefrom, and out of the same, to pay the Cost and expenses of such operating, and all necessary repairs and the remainder to apply in satisfaction of any payments of Principal or interest past due upon all or any of said notes, And whenever all installments so past due shall be paid and satisfied out of such net proceeds or income from the operation of said road, or whenever the same shall be otherwise paid, then and in that case the party of the first part shall and may enter again into possession and continue in the possession and operation of said road and shall be liable to be again dispossessed in the same manner and for the same causes and for no other

And in case of sale under and by virtue of this mortgage, the party of the second part, shall apply the payments of said Costs and expenses incident to said sale, and convey and apply the avails of such sale to the payment of any monies due or to grow due upon said notes until all is paid, if such avails shall be sufficient therefor and the remainder if any shall pay over to the party of the first part or its legal representatives.

And it is agreed for good and sufficient Consideration, valuable, that the party of the first part hereby releases & waives all benefit and advantage to be derived from any appraisement or Stay Law or other delaying proceeding to delay the final and absolute foreclosure of this mortgage, or the collection of the debt secured hereby

And the said party of the first part Covenants and agrees that it will at any time before or after the foreclosure of this mortgage, execute and deliver any necessary release, acquittance, Conformation or other instruments, necessary and essential to carry the intent of this mortgage or sale thereunder into full Effect And it is Covenanted and agreed that in Case of foreclosure of this mortgage that the purchaser may apply any notes issued hereunder held by him, in payment for his bid, and for the purposes of estimating the value of said notes, in making such payment they shall be deemed to be of the value proportionately that the bid bears to the whole amount due under this mortgage, and the remainder of such bid shall be paid in Cash

In testimony whereof this present has been duly executed by the party of the first part by its President duly authorized, and sealed with its Corporate Seal & Countersigned by its Secretary, the day and year first above written

Seal

L E Eghuyle
Secretary

Milwaukee Watertown & Baraboo Valley Rail Road Company
By S. L. Roby
President

In presence of
Wm Kent Jr
L E Eghuyle

over

30c

State of Wisconsin
Milwaukee County ss.

On this 24th day of December A.D 1858 before me personally appeared S L Ross President of the Milwaukee, Watertown and Baraboo Valley Rail Road Company to me well known to be such President and the person who executed the foregoing instrument in writing, and acknowledged in behalf of said Company that he executed the said instrument as the act and deed of said Company for the uses & purposes therein mentioned

Owen Rock
Notary Public
Milwaukee Co
Wis

Recorded Dec 27. 1858 at 4.20 PM

Milwaukee Watertown & Baraboo Valley Rail Road Company
and
Alfred Aspen, Esq

This Indenture made this twenty second day of December A.D 1858 between the Milwaukee Watertown & Baraboo Valley Rail Road Company a Corporation duly constituted by the laws of the State of Wisconsin party of the first part and Alfred Aspen Esquire of Brescott, Saratoga County, New York party of the second part, Witnesseth, that the said party of the first part in consideration of One Hundred thousand Dollars to the said party of the first part paid & the purposes herein after expressed - and in pursuance of a resolution of the Board of Directors of the party of the first part bearing date December 22nd 1858. Does grant bargain, sell, convey and assign, to the party of the second part its Rail Road from its present junction with the Milwaukee & Mississippi Rail Road in the County of Waukesha, by way of Watertown to the City of Madison, together with the rights of way, depots, and all other buildings, Machine Shops, Water tanks, Station Houses, and all machinery and fixtures thereon, all the rolling Stock, machinery, engines, tenders, Cars and all tools, implements and other things incident and appurtenant, thereto and erected thereon, franchises, immunities privileges and corporate rights, together with its name, to have hold use & occupy and enjoy the same, to his own use his heirs, assigns and legal representatives forever.

This instrument is executed and delivered as a mortgage to secure the payment of One Hundred Promissory notes of One thousand dollars each and interest thereon, from and after January 1st 1859 at the rate of twelve per cent per annum, payable quarterly on the first days of April, July, October, and January, until said notes are paid, the first payment of interest payable on the first day of April next after the date hereof. Said notes being payable to Alfred Aspen, or bearer with Coupons or interest warrants attached, the Principal and interest of said notes being payable at the office of the party of the first part in the City of Milwaukee, and the principal being payable in twenty equal payments of five thousand dollars each the first payment of Principal being payable on the first day of January 1860 and the further and like sum of Five thousand Dollars of principal being payable at the expiration of each and every three months from time to time thereafter ensuing until all is paid the last payment of five thousand dollars of Principal being payable on the first day of October, 1864. Said notes are numbered from No 1, one to No 100 one hundred both inclusive & are made and executed to obtain a loan of money to the party of the first part to finish its road to Madison

And this Indenture is upon this express condition that in case the said party of the first part, shall punctually pay and discharge the principal and interest of each and every of the said several promissory notes upon demand, as the same shall become due and payable, then this indenture and all the estate and rights hereby created shall cease and determine.

But in case default shall be made in the payment of all or any part of the principal or interest of the said several notes, at the time or times the same shall become due and payable, it shall be lawful and the said party of the second part is hereby authorized and empowered to sell the property rights franchises, and all the appurtenances above mentioned and described at public

auction to the highest bidder at the Court House in the City of Milwaukee first giving ninety days public notice of such sale, in two or more newspapers of general circulation, published in said City of Milwaukee and on such sale to make, execute and deliver to the purchaser, good & full and ample deeds of conveyance, and to deliver immediate possession to the purchaser or purchasers thereof.

And in case the party of the second part shall deem himself insecure he shall be permitted and he is hereby fully authorized and empowered at any time after any installment of principal or interest shall have been due and unpaid for one month, on all or any portion of said notes, to enter into and take full and ample possession of the said Road, franchises, and appurtenances, above described and by himself or agents or attorneys operate the same, and receive the tolls and all emoluments and income to be derived therefrom, and out of the same to pay the costs and expenses of such operating and all necessary repairs, and the remainder to apply in satisfaction of any payment of principal or interest past due upon all or any of said notes, and whenever all installments so past due shall be paid and satisfied out of such net proceeds or income from the operation of said Road or whenever the same shall be otherwise paid then and in that case the party of the first part shall and may enter again into possession and continue in the possession and operation of said Road and shall be liable to be again dispossessed in the same manner and for the same causes and no other.

And in case of a sale made and by virtue of this mortgage the party of the second part, shall after the payment of all costs and expenses incident to said sale and conveyance apply the avails of such sale to the payment of any moneys due or to grow due upon said notes until all paid & such avails shall be sufficient therefor and the remainder if any shall pay over to the party of the first part his Legal Representatives.

And it is agreed for good and sufficient consideration valuable that the party of the first part hereby waives and waives all benefit and advantage to be derived from any appraisement or stay laws or other dilatory proceeding to delay the final and absolute foreclosure of this mortgage, or the collection of the debt hereby secured.

And the said party of the first part, covenants and agrees that he will at any time before or after foreclosure of this mortgage execute and deliver any necessary release acquittance confirmation or other instrument necessary and essential to carry the intent of this mortgage or sale thereunder into full effect.

And it is covenanted and agreed that in case of foreclosure of this mortgage that the purchaser may apply any notes issued hereunder held by him in payment for his bid, and for the purpose of estimating the value of said notes in making such payment they shall be deemed to be of the value proportionately that the bid bears to the whole amount due under this mortgage, and the remainder of such bid shall be paid in Cash.

In testimony whereof these presents have been executed by the party of the first part by its President duly authorized and sealed with its Corporate Seal & countersigned by its Secretary the day and year first above written.

Milwaukee Watertown & Baraboo Valley Rail Road Company

Signed Sealed & Delivered in presence of
Owen Root Jr
L E Ichuyler

L E Ichuyler Secy

By S L Rob Pres

State of Wisconsin
Milwaukee } ss

On the twenty ninth day of December A D 1858 before me personally appeared S L Rob President of the Milwaukee Watertown and Baraboo Valley Rail Road Company to me well known to be such President and the person who executed the foregoing instrument in writing and acknowledged in behalf of said Company that he executed said instrument as the free act and deed of said Company for the uses and purposes therein mentioned.

Owen Root Jr
Notary Public
Milwaukee
Wis

Recorded Dec 29 1858 at 4 20 P M

La Crosse & Milwaukee Rail Road Co

Whereas a reconveyance release and agreement (executed in duplicate by the Milwaukee Watertown & Baraboo Valley Rail Road Company intended to be executed also by this Company, together with a copy of Resolutions adopted by said Milwaukee Watertown and Baraboo Valley Rail Road Company having been submitted by me Nyon for approval and after having been read it was,

Resolved, that said Reconveyance and mutual releases and agreement be and the same are hereby approved ratified and confirmed and that the President be and he is hereby directed to execute said instruments in duplicate affixing the seal of this Company, retaining one copy and delivering the other to said Nyon for said Milwaukee Watertown and Baraboo Valley Rail Road Company.

I hereby certify that the foregoing Resolution and annexed Contract are true copies of a Resolution and of the Contract therein referred to adopted and approved at a meeting of the Board of Directors of the Company on the 29th day of December 1858 and of the whole of said Resolution and Contract and of all proceedings relating thereto

In Witness my hand and the Corporate Seal of said Company this 1 day of January 1859

Seal La Crosse Mil & Rail R Co

L T S Radcliff
Assistant Secy

Milwaukee Watertown & Baraboo Valley Rail Road Company

Secretarys Office Milwaukee Dec 23 1858.

Resolved, That the President be authorized to enter into an agreement with the La Crosse & Milwaukee Rail Road Company for and on behalf of this Company which shall be as follows in form and substance now submitted for the consideration of this Board.

I hereby certify that the foregoing Resolution and annexed Contract are true copies of a resolution, and of the Contract therein referred to, adopted & approved at a meeting of the Board of Directors of this Company on the 29th day of December instant, & of the whole of said Resolution and Contract and of all proceedings relating thereto

In Witness my hands and the Corporate seal of the said Company this day and year first above written

Seal Jan 6 1859 R R C.

L T S Radcliff
Secy

This Indenture, made December 29th 1858. between the La Crosse & Milwaukee Rail Road Company party of the first part and the Milwaukee Watertown & Baraboo Valley Rail Road Company (formerly Madison & Fond du Lac & Michigan Rail Road Company) party of the second part, Witnesseth, That whereas on the twenty fourth day of December 1857 the parties hereto entered into a certain indenture in the words and figures following

Deed

This indenture made this twenty fourth day of December Eighteen hundred and fifty seven. between the La Crosse & Milwaukee Rail Road Company party of the first part, and the Madison

Fond du Lac & Michigan Rail Road Company party of the second part.

Witnesseth

That said party of the first part for and in Consideration of the Sum of one million of dollars to the said party of the first part paid, has bargained, sold, assigned, released and confirmed and by these presents does bargain, sell, assign, release and confirm, unto the party of the second part the Watertown Division of the Rail Road of the party of the first part being that portion of said Road and line of road, situated, lying and being in the State of Wisconsin, and in and between the City of Milwaukee and (by the way of Watertown and Columbus) to the intersection of the said line, with the line of Rail Road of the party of the second part, in the County of Columbia, not distant however more than six miles from the present town of Columbus, together with all and singular the rights of way depot grounds, embankments, bridges, culverts, superstructures and track, machinery equipments, Rolling Stock, Engines, tenders, locomotives, Cars tools, implements, machine Shops, Repair Shops, and tools therein or thereto belonging, Station houses, Wood sheds coal sheds and all other things & matters, thereto in any wise appertaining & belonging Real Estate, Personal Estate, or mixed estate, together with all rights, privileges franchises and immunities, to have, hold, use occupy operate and enjoy the same; with all the profits, emoluments earnings and income to be produced thereby or derived therefrom forever so far as the same belongs and appertains to that portion of said line of Roads, & so much thereof as is above described, and hereby fully authorizing and empowering the said party of the second part & immediately enter into and upon the said road, and all portions of said line, and do and perform any and all such lawful acts as the party of the first part might do in the building, finishing equipping, repairing and operating of the said Road and line of Road above described (whether now Constructed or to be Constructed) or in the procuring right of way, depot grounds, and all other things necessary or proper to be done.

And the party of the first part for itself and its successors doth covenant with the said party of the second part, that the party of the second part shall have, possess, use own and enjoy the same in quietude and peace by the said party of the second part or assigns forever. subject however as part of the purchase price to the following charges, liens, and incumbrances thereon and none other, to wit, amongst mortgage or mortgage bonds on that portion of said Road East of Watertown to the amount of three hundred and ten thousand dollars, called first mortgage.

Also, to a mortgage on the portion of said Road last above described to the City of Milwaukee for the sum of Two hundred Thousand dollars, given to said City by the Milwaukee and Watertown Rail Road Company, as collateral to the bond of said last named Company indemnifying said City for an issue or issues of two hundred thousand dollars of the bonds of said last named Company, to aid in the Construction of the Road.

Also subject to any said bonds to the amount of One hundred and Eighteen thousand dollars, issued by said last named Company, which are also secured by a mortgage of that portion of said Road last aforesaid, also to the provision of certain Contracts for running Connections made by the Milwaukee and Watertown Rail Road Company with the Milwaukee and Mississippi Rail Road Company, and another with the Watertown & Madison Rail Road Company respectively and severally.

Also, subject to a mortgage on that portion of the for the sum of One million of Dollars made by the La Crosse and Milwaukee Rail Road Company bearing date September 1st 1857. and incumbering the Eastern division of the La Crosse & Milwaukee Rail Road, from Milwaukee by way of Beaver Dam to Portage City; and also that portion of the Watertown Division aforesaid

between Watertown and Midland; which portion of said Mortgage, that this Conveyance is made subject to, being hereby forgiven and stipulated at the sum of Seven Hundred and Eighty Three Thousand Dollars, which shall hereafter at all times be taken deemed and declared as the amount of said mortgage, jointly chargable upon said line of Railway Conveyed, with interest proportionate thereon, to be paid from time to time as the same matures (both principal and interest) by the party of the second part, upon the bonds issued by the first party, and secured by said last mentioned mortgage; and the remainder is to stand only and exclusively chargeable upon the said Eastern division, and be paid and discharged in manner aforesaid by the first party, and the party of the second part save harmless thereupon And the said party of the first part Covenant and agrees with the said party of the second part to defend, protect and at all times save harmless, the said party of the second part from any and all other debts, charges, mortgages, incumbrances, judgements and liens of every kind and nature, except those above excepted and specified and to the extent given above, and procure all such (if any) to be released discharged Cancelled and satisfied. In consideration whereof the said party of the second part hereby Covenants and agrees with the said party of the first part to receive, and does hereby receive this Conveyance subject to charges, liens, incumbrances and liabilities as above expressed and stipulated, both as to principal and interest and none other; and to defend and protect the said party of the first part from the payment of any monies, the foreclosure of any mortgage, or from being in any manner charged and made liable in the premises than as above expressed and stipulated; and fully to indemnify and save harmless, the said party of the first part, from any and all such liabilities as the said party of the first part, may have assumed or become in any manner liable to and chargeable with on account of or by reason of the incumbrances, Contracts or liabilities aforesaid, to the amount of and as herein above expressed and limited ——

And the said party of the second part further Covenants and agrees, to and with the said party of the first part to perform and fulfil all such engagements, Contracts and agreements, made and entered into with either of the Towns of Columbus, Fountain Prairie and Hamden by the Milwaukee & Watertown Rail Road Company in consideration of the issue of the bonds of said Towns severally to the Milwaukee & Watertown Rail Road Company, for which the party of the first part has become liable to and chargeable with the fulfillement and performance of in consequence of the Consolidation of the said last named Rail Road Company, with the party of the first part and to save the first party harmless and fully indemnified therefrom and against And the party of the first part further Covenants and agrees that it will sell and by usual and needful instruments in writing, Convey to the party of the second part, all that portion of its line of Road, called the Portage division, and the Eastern Division, being so much of said line as is situated in, and lying in and between the City of Madison and the junction of said Portage Division, with the eastern division of said La Crosse and Milwaukee Rail Roads, at or near the city of Portage City; together with all rights of way depot grounds, embankments, culverts, bridges and superstructures so far as the same have been Constructed together with all franchises, immunities privileges and all other things and matters in any wise pertaining to the same; and hereby authorizing the exercise and assuming all the rights and powers of the parties of the first part to the party of the second part in relation thereto, together with the proportionate share or portion of the Public lands granted to the party of the first part by the State of Wisconsin, to aid in the construction of said last mentioned line of Roads, being six Sections to each mile of said division, to be selected and set apart for the use of the party of the second part, in manner following, that is to say, after the party of the first part shall have received such portion of such public lands, as it shall be entitled to, for the construction of its Road from Portage City

to the junction, the party of the second part may, as their work progresses, receive such quantity as may or shall be entitled to from lands not granted to the La Crosse & Milwaukee Rail Road Company, applicable to their finished line, under the provisions of this Contract, and the grant made by the State, and the Conveyance shall be made in pursuance hereof, from any or all lands to which the party of the first part then is, or will, or may at any time become entitled from such grant and the lands so received, as the work progresses, shall be retained, and from time to time Conveyed to the party of the second part, as it may from time become entitled thereto, which shall be upon the same terms and conditions prescribed by Law for their Conveyance to the party of the first part ——

In Consideration whereof the party of the second part agrees to assume the duties and obligations imposed upon the party of the first part by Law in relation to said division, and to Complete and Construct the said Road from Madison to Portage City as aforesaid, within such time as shall be necessary and essential to a compliance with the duty of the party of the first part to the State of Wisconsin And the party of the first part shall make such Conveyance, whenever any legal disability (if any now exists) shall be removed by proper legislation or enactment or authority shall And the party of the first part shall Cause all such charges, and incumbrances or liens as they shall have placed, or shall be upon the said Portage division to be removed and discharged from their effect and charge on such division, or may at the time of such Conveyance, deliver to the party of the second part, an amount of first and second mortgage bonds on said division, proportionate to the amount of land issued upon said line from Madison, by way of Portage City to La Crosse, as the length of the Portage division shall bear to the whole length of the land grant line of said Party of the first part, or that portion of it which shall be built ——

Such delivery of bonds may be made by depositing such bonds with proper trustees to be agreed upon by the parties hereto, (and in case of disagreement, to be appointed by the Supreme Court of the State of Wisconsin, thirty days written notice given to either by the other party) who shall deliver such bonds to the party of the second part, as the work progresses, proportionately, until the work is done and until all bonds are so delivered, and until such mortgage and liens are so discharged, or such bonds so deposited, the party of the second part shall not be required to proceed with the Construction of the said Portage division, and shall not be deemed in default for such delay, but may proceed with the work or not in their discretion. But the party of the first part shall cause such discharges and releases to be made or such bonds to be so deposited in time to Enable the party of the second part to Comply with the requirement of the Law in the Construction of such division ——

And in Consideration of the foregoing Contracts, Covenants and Conveyances, the party of the second part hereby further Covenant and agree, that they will assume and do hereby assume the liability and obligations of the Contract for the Construction of the said Portage Division made by the first party with Darius C. Jackson, and to save the said first party harmless from all monies and payments due or to grow due thereon, under or by virtue of said Contract and to do and perform all matters and things to be done, and still remaining undone under such Contract either for or on account of work done and performed, or to be done and performed, or damages for unfulfillement on the part of the said party of the first part ——

And the party of the second part further agrees to pay to D. C. Howards, all such sums as shall be due or to become due on account of work done by them on said Portage division, under Contract of D. C. Jackson and save the first Party harmless therefrom.

And the party of the first part hereby releases and discharges a contract entered into between the parties hereto guaranteed by S. L Ross, dated in or about the month of December 1856, for the receipt and delivery of twenty five thousand dollars of farm mortgage bonds by the party of the second part, and such contract is to be satisfied and surrendered herewith, and all claims and demands against said party of the second part on account thereof, are hereby released and discharged; and all claims for aid from the party of the first part to the party of the second part in the construction of three miles of the road of said second party west to Beaver Dam, are hereby released and fully satisfied And the party of the second part for them agrees to pay all taxes due and payable to the State of Wisconsin on account of earnings on any portion of road or line hereby contracted to be conveyed hereafter to accrue.

And it is hereby further agreed by the party of the second part, that in case the said party of the second part shall make default in the payment of any interest, principal or sinking fund to become due on any mortgage debt hereby assumed by said second part, and shall continue in default for the space of twenty days, then in that case the party of the first part may revoke and may declare null this indenture and all things therein contained, except as hereinafter stated; and may proceed to demand and shall be entitled to recover immediate possession of all the property of every name and description hereby and herein sold and conveyed or agreed to be sold and conveyed, and the party of the second part agrees to surrender peaceable into the possession of the said party of the first part the same without hindrance delay or resistance; but after receiving such surrender and possession, the party of the first part shall proceed to foreclose the right and interest of the party of the second part in and to the same by notice of not less than six months, in not less than ten newspapers of most general circulation published in the City of Milwaukie, and like notice in the City of New York; and may upon such notice make absolute and complete foreclosure and extinguishment of all the rights and interests of the party of the second part, in and to the premises and property hereby conveyed and contracted to be conveyed, and become purchasers thereof, or may sell and convey to other parties, as in other cases of foreclosure, rendering the surplus (if any) above the amounts due or to grow due, and costs and expenses to the party of the second part.

The party of the second part receiving this conveyance and contract, to convey, subject to all unsatisfied claims for right of way, and subject to the liabilities of the party of the first part in a lease to D C Brennan under which he is now or has recently been operating said Watertown division.

And the said party of the second part agrees to hold all earnings of the road, over and above current expenses for repairing and operating the same in trust for the second part, so far as necessary; and to keep the same deposited as it accrues, with some responsible and reliable banking house, to the credit of a responsible trustee, to be by the second party from time to time appointed, and could the same to be paid over to the party of the first part, at least ten days before the same shall at any time become due to be paid by the party of the second part for interest on the said sum of Two Hundred and Eighty three thousand Dollars chargable on that portion of said division west of Watertown and to pay all other principal and interest hereby assumed to the parties entitled to the same when due.

And the party of the first part hereby sells, assigns and sets over unto the party of the second part, its interest and right, legal and equitable, in and to any contracts, agreements, leases and engagements made and entered into by the party of the first part, or its predecessors for the benefit or use of, or in any manner affecting said Watertown Division, so far as the same may affect said Watertown Division the interest to be paid by the party of the second part, is to be equal to the amounts

hereafter to accrue on said liabilities hereby assumed.

And it is hereby agreed, that in case the said first party shall come into possession of the property aforesaid that the affairs of said Road shall be conducted and the Roads operated with all proper economy and prudence, and whenever the net receipts shall be sufficient, over and above the party of the second part, its assigns, shall furnish and account including such net receipts (before such final sale) to pay up satisfy and discharge any and all sums so due, and in arrears or such assumed liabilities, then the right of possession use and occupation by the said party of the first part shall cease, and the said property shall be surrendered to the party of the second part and continue in the use and occupation of the party of the second part, until they shall again make default as aforesaid, when the same rights, privileges and remedies shall be restored to and continue alike effectual and operative.

And it is hereby mutually covenanted and agreed that either party shall and will at any time execute and deliver any further other and proper deeds acquittance assurance conveyance or instrument necessary or essential to a complete and effectual carrying into effect the true intent and design of the foregoing covenants, agreements, or conveyance or any of them.

In testimony Whereof, the parties have caused these presents to be signed by the Presidents of the respective parties, for and on behalf of and in the name of the parties hereto, who are thereby duly authorized and empowered the day and year first above written

La Crosse & Milwaukie Rail Road Company
Signed by Stephen Clark President

Madison Fond du Lac and Michigan Rail Road Company
Signed by S. L Ross President

In presence of
Alby Alexander
John Lewis

State of New York
City and County of New York

On this 24th day of December 1857 before the subscriber, a commissioner in and for said State appointed by the Governor of Wisconsin to take the acknowledgement and proof of execution of deeds and of other writings to be used or recorded in the said State of Wisconsin, appeared the within signing Stephen Clark, as President of the La Crosse and Milwaukie Rail Road Company and S L Ross, President of the Madison Fond du Lac and Michigan Rail Road Company each personally known to me to be the identical persons whose names are thereto subscribed and severally acknowledged the same to be their free act and deed for the uses and purposes therein mentioned

In testimony Whereof, I have hereunto set my hand and seal the day and year first above written

(Seal)

Alby Alexander
Commissioner for Wisconsin
111 Broadway
New York

And whereas certain and sundry of the covenants and agreements in said indenture Dated December 24th 1857 have been performed, and whereas it is difficult & burdensome to the party of the first part and will be attended with great expense and cost to perform certain of the Covenants on its part in said indenture contained,

Now at the suggestion of the party of the first part, the party of the second part has agreed to and does hereby release and discharge the party of the first part from its agreements to convey the Portage Division, so called or any portion thereof to the second party, and to remove any charges, liens and incumbrances thereupon, and hereby releases & surrenders to the party of the first part the said Portage Division and all rights and property therein and thereto pertaining, and the grant of lands connected therewith. In consideration whereof the said party of the first part agrees to and with the said party of the second part to and does hereby release the said party of the second part from all covenants and agreements in said indenture or obligations contained to be performed, and from the payment of any other monies either principal or interest, or any bonds or other obligation or liability not already performed and paid, and from & acquits and releases all rights powers, and remedies thereunder except for the performance of the Covenants of the said second party to pay the first mortgage bonds on the Watertown Division for three Hundred and two thousand Dollars - The two Hundred thousand dollars Milwaukee City Bonds and the One Hundred and Eighteen thousand dollars third mortgage or Construction bonds as changed on said Watertown Division & the claim of D C Jackson, for Forty Eight Thousand dollars, and the claim of S & C Howard, which said several sums and liabilities as above excepted and none other are to continue to stand assumed by the party of the second part, and chargeable to said second party - and all other rights and powers of the said first party, in the premises, are hereby released surrendered and relinquished and all claim by the second party, for damages for the non performance by the party of the first part, of any Covenant relating to said Portage Division is released relinquished and discharged -

The above mutual releases and relinquishments acquittances & surrenders are in Consideration of mutual Covenants, releases, acquittances and surrenders and of the premises above recited -

Seal

In testimony whereof these presents have been executed by or on behalf of the respective parties this 20th day of December A D 1858 and their corporate seals are hereto attached by order of their respective Boards of Directors

Milwaukee Watertown & Baraboo Valley Rail Road Company
by S L Roberts Pres

Signed sealed and delivered in presence of Oscar Rost Jr
H E Schuyler

La Crosse & Milwaukee Rail Road Co
by
N J Stanton
President

Signed and delivered by and on behalf of the La Crosse & Milwaukee Rail Road Company in presence of
Edward Wade
W E Emmons

State of Wisconsin
Milwaukee County } ss.

On this 24th day of December A D 1858 before me personally appeared S L Roberts President of the Milwaukee Watertown & Barabo Valley Rail Road Company to me well known to be such President & the person who executed the foregoing instrument in writing, and acknowledged that he on behalf of said Company executed the said instrument as the free act and deed of said Company for the uses and purposes therein mentioned

Seal

Oscar Rost Jr
Notary Public
Milwaukee Co Wis

State of New York
Albany City and County } ss.

Be it remembered that on this first day of January in the year Eighteen hundred and fifty nine me the subscriber a Commissioner in and for said State appointed by the Governor of the State of Wisconsin to take the acknowledgment of and proofs of the execution of Deeds, or other Conveyances or Bonds, and of any contract Letter of Attorney or other writing under seal or not, to administer oaths and take and certify depositions to be used and recorded in said State of Wisconsin personally appeared N J Stanton, President of the La Crosse and Milwaukee Rail Road Company to me well known to be such President, and the person who for and on behalf of the said Rail Road Company executed the said instrument in writing and he as such President acknowledged to me that he in behalf of said Company executed the said instrument as and for the act and deed of the said La Crosse and Milwaukee Company, and I further certify that the said N J Stanton being at the same time duly sworn, did depose and say that he was the President of the said La Crosse & Milwaukee Rail Road Company that he knows the corporate seal of the said Company, and that the seal affixed to the said instrument in writing was such corporate seal, that it was so affixed by the order of the Board of Directors of the said Company, and that he signed his name thereto by like order as President of said Company, and that the execution of said instrument was the free and voluntary act and deed of said Company and that the said Company by him as such President acknowledged the said instrument to be the free and voluntary act and deed of said Company for the uses and purposes therein stated

Seal

In testimony whereof I have hereunto set my hand and affixed my official seal this first day of January A D 1859

Edward Wade
Commissioner of the State of Wisconsin in and for the State of New York

Recorded January 6th 1859 at 9 o'clock A.M.

Office of the Manitowoc and Mississippi Railroad Company, Manitowoc, Wisconsin.

I hereby certify, that at a meeting of the Directors of the Manitowoc and Mississippi Railroad Company, held on the fourteenth day of February eighteen hundred and fifty nine, at which meeting a quorum for the transaction of business was present, two resolutions, of which the following are true copies, were unanimously adopted, to wit:

Resolved, That the Manitowoc and Mississippi Railroad Company, incorporated by an act of the Legislature of the State of Wisconsin, approved the second day of May eighteen hundred and fifty one, hereby accepts the provisions of Chapter seventy nine (embraced in Sections numbered from Section one to Section forty three of said Chapter, inclusive) of the Revised Statutes of said State, which went into effect on the first day of January A.D. eighteen hundred and fifty nine.

Resolved, That the Secretary of this Company make out and certify under his hand and the seal of this Company a copy of the foregoing resolution, and forward the same to the Secretary of the State of Wisconsin.

In witness whereof I have hereunto set my hand, and affixed (L. S.) the corporate seal of said Company, this fourteenth day of February eighteen hundred and fifty nine.

S. A. Wood, Secretary.

Recorded March 31st 1859, at 11 o'clock A. M.

Milwaukee & Horicon Rail Road Company and Jesper Vliet.

This Indenture, made the twenty sixth day of October in the year of our Lord one thousand eight hundred and fifty seven, between the Milwaukee & Horicon Rail Road Company, a body politic and corporate, created by the laws of the State of Wisconsin, party of the first part, and Jesper Vliet of the City and County of Milwaukee in said State, party of the second part, Witnesseth:

That in order to secure the faithful performance of the condition of a certain bond bearing even date herewith, executed by the said party of the first part to the said party of the second part, and conditioned for the payment by the party of the first part of certain indebtedness in the said bond mentioned and particularly enumerated, and amounting in the aggregate to the sum of two hundred and sixty eight thousand five hundred and ninety seven Dollars and seventy cents principal, & thereabouts, upon all of which John B. Smith, Jesper Vliet, Garret Vliet and Daniel H. Richards of Milwaukee, or some one or more of them, are claimed to be liable as accommodation makers, endorsers, acceptors or drawers for the benefit of said party of the first part, of the various notes, bills or drafts constituting the evidences of such indebtedness; and which said bond is further conditioned to fully indemnify and save harmless the said John B. Smith, Jesper Vliet, Garret Vliet and Daniel H. Richards, and each of them, from all liability, damages, cost, suit, trouble and expense by reason of their or either of them having become parties as aforesaid to such notes, bills or drafts - The said party of the first part has granted, bargained, sold, transfered and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the said party of the second part, his heirs and assigns, the realty, and to his executors, administrators and assigns the personalty of the premises and property hereinafter named, that is to say: all that part of the Rail Road of the said party of the first part from the junction thereof with the La Crosse and Milwaukee Rail Road in or near the village of Horicon in the County of Dodge, to the City of Berlin in the County of Marquette in the State of Wisconsin, which is forty two miles following the line of said Road, including the right of way and land occupied by said Road, together with the superstructure and tracks thereon, bridges, viaducts, culverts, fences, equipments, necessary depot grounds & buildings thereon, belonging to the party of the first part, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures, machine houses, furniture, implements, appendages and appurtenances, and all other personal property appertaining to the line of said road, or used in connection therewith, and now belonging to the party of the first part, or hereafter to be acquired by said party, and all rights thereto and interests therein to be acquired by the party of the first part, including the vessels or steamers running in connection with said Road from Berlin to points on the Fox & Wolf Rivers and Lake Winnebago as follows: the whole of the steamers Eureka, W. A. Knapp, Oshkosh City, Peytona and Pearl, and one half of the steamer Menominee, with their boats, tackle, apparel

and furniture, also four barges used in connection with said steamers, together with the name and functions appertaining to the said Road, tolls, rents and income to be had or levied therefrom, and all corporate and other franchises, rights and privileges of the said party of the first part of, in and to or concerning the same.

To have and to hold all and singular property, premises and interests, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, the realty, and to him, his executors, administrators and assigns the personalty forever; subject nevertheless to the legal rights of prior mortgagees of said Rail Road, or of the property and interests hereby conveyed, or any part thereof.

Provided, however, and these presents are upon the express conditions, that if the said party of the first part, its successors or assigns, shall well and truly pay or cause to be paid all and singular the indebtedness mentioned and enumerated in the said bond - such thereof as is now past due and payable, presently after the date of these presents, and such thereof as is unmatured punctually as the same shall matime and become due and payable; and shall well and truly and at all times protect, indemnify and save harmless them, the said John B. Smith, Jesper Vliet, Garrett Vliet and Daniel H. Richards, according to the tenor, effect and conditions of said bond, then these presents are to cease and become void; and this mortgage is given to the party of the second part in trust for the use and benefit of himself, the other of said accommodation parties to such indebtedness, and the several parties, persons or corporations to whom such indebtedness may be lawfully owing or payable.

But in case of the nonfulfilment or nonperformance of the condition of the said bond, or any part or parts of the terms thereof according to the tenor and effects thereof, then and in such case it shall and may be lawful for the said party of the second part to enter into and upon and take possession of all or any part of said premises, real and personal estate and property by himself or agent or agents or substitutes duly constituted, and upon such entry the party of the second part shall be deemed and be a mortgagee in possession, and he shall and may be and is hereby fully authorized and empowered to have, use and employ the said Rail Road and all and singular the property, premises and interests hereby conveyed as aforesaid, and every part and parcel thereof; to make from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use and employment, repairs, alterations and additions, to apply the proceeds thereof to the payment of the indebtedness mentioned and described in the said bond, or to the reimbursement of any or all of said accommodation parties who may have paid or caused to be paid any portion of such indebtedness. The said party of the first part herein and hereby expressly reserving the right to require of the party of the second part the payment out of such proceeds, and before any payments or application by him thereof other than such portion thereof as may be necessary to defray the expenses of such use and employment and the needful repairs, alterations and additions, and from time to time of sufficient sum or sums to meet and pay the interest on bonds of said Company secured by a prior mortgage or mortgages of said Road, and the other property and premises hereby conveyed, and also sufficient to provide for the sinking fund or funds

covenanted for in such prior mortgage or mortgages or trust deeds.

And in case the said proceeds shall not prove sufficient for all the exigencies and conditions of the said bond, then the said party of the second part may cause the said premises, real and personal estate and property, rights and franchises, or so much thereof as may be necessary to pay the sum or sums equitably due to the parties beneficially interested in said bond and this security, to be sold at public auction in the City of Milwaukee in the State of Wisconsin, or in the City of New York, giving at least ninety days previous notice of the time, place and terms of such sale, by publishing the same in two news papers of good circulation in each of the Cities of Milwaukee and New York aforesaid, and wherever else required by law, and execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the party of the first part, its successors and assigns and all parties claiming under the party of the first part, or of all rights, interest or claim in or to said premises, real and personal estate and property, rights and franchises, or any part thereof; and out of the proceeds of such sale to pay to the said parties beneficially interested in said bond as aforesaid the sum or sums equitably due to them as aforesaid; and the surplus, if any, to return to the party of the first part, first and before paying or applying any portion of said proceeds of sale to pay all necessary expenses of such sale. Or the said party of the second part may in lieu of resorting to such sale as aforesaid, seek any other or further remedy hereon or herein afforded him by the laws of the land, and as he may be advised.

In witness whereof the party of the first part has caused these presents to be executed by the President and Secretary, and the corporate seal of said party to be hereto affixed the day and year first above written.

Milwaukee Horicon Rail Road Company
by J. B. Smith, President

(Seal) J. N. Mason, Secretary

Witness:
Charles A. Hamilton
John H. Van Dyke.

State of Wisconsin }
Milwaukee County } ss. Be it remembered, that on the third day of May A.D. 1859 personally came before me John B. Smith, to me known to be the President, and J. N. Mason, Secretary of the Milwaukee and Horicon Rail Road Company, and acknowledged the execution of the foregoing instrument as President and Secretary aforesaid on the part of said Company, for the uses and purposes therein set forth.

Charles A. Hamilton
Notary Public
Milwaukee Co. Wis.

Recorded May 4th 1859. at 9o clock P. M.
(Part of this instrument was formerly recorded on page 295 &c.)

Milwaukee & Minnesota Rail Road Company.

Articles of Organization.

Whereas the La Crosse and Milwaukee Rail Road Company, a corporation duly constituted by the laws of the State of Wisconsin, on the twenty first day of June A.D. 1858, duly executed to William Barnes a mortgage deed for the purpose of securing the payment of bonds to the amount of two millions of Dollars, with the interest coupons thereto attached; which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages on pages 342 to 348 inclusive on the 8th day of July A.D. 1858;

And Whereas also the said La Crosse and Milwaukee Rail Road Company on the eleventh day of August A.D. 1858 duly executed to the said Barnes a supplementary mortgage or trust deed for the purposes aforesaid, which was recorded in the office of the Secretary of State of the State of Wisconsin in the book of Rail Road Mortgages on pages 349 to 361 inclusive, on the first day of September A.D. 1858, whereby all and singular the Rail Road of said Company, commencing in the City of Milwaukee and running from thence to La Crosse in said State, a distance of about two hundred miles, constructed and to be constructed; and also all the Rail Road of said Company, commencing in the Village of Madison in said State, and running from thence by the way of Portage City to the St. Croix River or Lake in said State, a distance of about two hundred and sixty eight miles, constructed and to be constructed; and also all the Rail Road of said Company, commencing in the Village of Columbus in said State, and running from thence to Portage City in said State, a distance of about forty miles, constructed and to be constructed; and all other Rail Roads built and to be built and constructed by said Company, or which they have a right to construct by or under any corporate or other rights, privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatever; including all and singular the several tracts, pieces or parcels of land which constituted or might thereafter constitute the site of the roadways, turnouts, engine houses, workshops, depots and other buildings, and all the other lands and real estate which constituted or might thereafter constitute or be a part of or appertain to said Rail Roads; and including also all and singular the lots, lands and real estate whatsoever, which the said Company owned or might thereafter acquire by purchase, grant, gift or otherwise in the cities of Milwaukee and LaCrosse, or in the vicinity of either of said cities, and all improvements made or thereafter to be made thereon; and all right of dockage and wharfage, and all other reparian rights and privileges and franchises appertaining thereto, as particularly described in the various deeds of the same to said Company; and also all and singular the superstructure of said Rail Roads, whether then made and constructed, or thereafter to be constructed; and all the engine houses, workshops, depots and other buildings, and all the other improvements on or appertaining to said Rail Roads built or thereafter to be built and constructed; and also all and singular the locomotive engines and other rolling stock, and all the other equipments of every kind and description, procured or thereafter to be procured for or used in said Rail Roads; and all the materials, tools, implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Rail Roads; and also all and singular the rights, liberties, privileges and franchises of said La Crosse and Milwaukee Rail Road Company of every kind and description; and also all and singular the lands granted or intended to be granted to said LaCrosse and Milwaukee Rail Road Company under or by virtue of the Act of Congress approved June 3d 1856, entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State", and the Act of the Legislature of the State of Wisconsin, approved October 11th 1856, entitled "An Act to grant certain lands to the LaCrosse and Milwaukee Rail Road Company, and to execute a trust created by an Act of Congress entitled 'An Act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State,' approved June 3d 1856", together with all and singular the hereditaments and appurtenances belonging to or in any way appertaining to the said lands; and also all and singular the bonds, bills of exchange, promissory notes, accounts, causes of action, demands and choses in action of whatsoever nature, owned wholly or in part by said Rail Road Company on such day as the said Rail Road Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said trust deeds or mortgages; and all the property, real, personal or mixed, of said Rail Road Company then acquired and vested or thereafter to be acquired and vested, together with all the rights, liberties, privileges and franchises of said Rail Road Company as fully and amply as if said Rail Roads had been entirely built, constructed and equipped, and the particular lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin, fully designated and duly patented and conveyed by deed to said Rail Road Company according to the provisions of the said Acts, were conveyed to said Barnes, to be held by him in trust for and as security to the bondholders of said Company for the payment of the said bonds with the interest thereon, secured by said mortgage deeds.

And whereas by said trust or mortgage deeds it was provided, that if said Rail Road Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the said bonds, as they respectively became due, or if default for the like period should be made in the payment at maturity of the principal sums of money mentioned in any of the said bonds secured by said mortgage deeds, then and in either of said cases the said Barnes as trustee was authorized in his discretion to enter into and take possession of all and singular the Rail Roads and all the other property, real, personal or mixed, covered or conveyed or intended to be covered or conveyed by said trust deeds, with all the rights, liberties, privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said Rail Roads and said other property, real, personal and mixed, with all the rights, liberties, privileges and franchises of said Rail Road Company covered and conveyed or intended to be covered or conveyed by said mortgage deeds, either at public or private sale; and

also that on the written request of the holders or holders of said bonds then outstanding to the amount in the aggregate of one hundred thousand Dollars, he should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon; but in case of any sale at auction it was provided, that notice of such intended sale should be published once in each week for three weeks at the least in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukee, and that on such sale the said Barnes should execute and deliver to the purchaser or purchasers deeds and conveyances, which should vest in such purchaser or purchasers all the estate, right, title and interest, whether legal or equitable, of the undersigned trustee and said Rail Road Company of in and to the said property, rights, liberties, privileges and franchises, and every part and parcel thereof.——

And whereas the interest which became due on the first day of January A.D. 1859 upon the bonds issued by said Company, secured by the mortgage deeds aforesaid, amounting to about the sum of seventy thousand Dollars, was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than fifteen days. And whereas also holders of said outstanding bonds amounting in the aggregate to the sum of over one hundred thousand Dollars have duly requested in writing, in compliance with said mortgage deeds, that the said trustee should proceed to make such sale and conveyances as aforesaid.

And whereas also the said Trustee, in conformity to the provisions of said trust or mortgage deeds, has duly published notice of such intended sale once in each week for three weeks in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukee in the State of Wisconsin, which notice of sale was given for the twenty sixth day of March A.D. 1859 at the Court House in the City of Milwaukee at twelve o'clock noon of that day.——

And whereas said sale was on the said twenty sixth day of March A.D. 1859 duly adjourned and postponed to the twenty third day of April A.D. 1859, at twelve o'clock noon of the said day at the same place, which adjournment was duly advertised once in each week for three weeks in said newspapers. And whereas said sale was again on the said twenty third day of April A.D. 1859 duly adjourned to the twenty first day of May A.D. 1859, at twelve o'clock noon of that day at the same place, which last adjournment was duly advertised once in each week for three weeks in said newspapers.

And whereas the said sale was on said last mentioned day duly made as provided in said trust or mortgage deeds, and William Barnes, the said Trustee, became the successful bidder and purchaser at such sale, in trust for the bondholders, in conformity to the laws of the State of Wisconsin and the provisions of an Act approved by the Governor of said State on the ninth day of February A.D. 1859, entitled "An Act supplemental to Chapter seventy nine of the Revised Statutes entitled Of Rail Roads", for the price or sum of One million five hundred ninety three thousand three hundred and thirty three Dollars and thirty three cents, being seventy five per cent of the amount due for principal and interest on the bonds outstanding and secured by said deeds, or thereabouts, be the same more or less, he, the said William Barnes, Trustee as aforesaid, being the highest and best bidder at such sale:——

(Ch 10/59)

Now, therefore, this Indenture Witnesseth, that the said William Barnes, purchaser as aforesaid, does hereby acknowledge, testify and declare, that his title acquired by the said purchase to the Rail Roads, appurtenances and property particularly described in the mortgage or trust deeds to him executed by the said LaCrosse and Milwaukee Rail Road Company, as above recited, was taken and is held by him in trust for the holders of the bonds secured by the said mortgage or trust deeds.——

And the said William Barnes as such purchaser in trust as aforesaid, and the holders of said bonds, who execute these presents, associates of the said William Barnes, do hereby, in pursuance of the Statute in that case made and provided, proceed to organize anew and elect Directors, and provide for the distribution and disposal of stock under the name hereinafter mentioned in that behalf, under the Charter of the said LaCrosse and Milwaukee Rail Road Company, with the variations in manner and form of organization required by their altered circumstances and better convenience; and for that purpose do hereby adopt and establish the following articles of organization:——

Article One: For the purposes aforesaid the parties hereto do hereby organize themselves anew as a corporation or body corporate under the name of the Milwaukee and Minnesota Rail Road Company, by that corporate name to have, possess, exercise and enjoy all the corporate or other rights, powers, privileges and franchises granted to or conferred upon the La Crosse and Milwaukee Rail Road Company aforesaid by the several Acts of the Legislature of the State of Wisconsin following, to wit: An Act to incorporate the LaCrosse and Milwaukee Rail Road Company, approved on the second day of April 1852, and all Acts of the said Legislature amendatory or supplemental to the said Act, and all other Acts of the said Legislature now in force relating to or binding upon the said LaCrosse and Milwaukee Rail Road Company, (and particularly "An Act to grant certain lands to the LaCrosse & Milwaukee R.R. Company" and to execute the trust created by an Act of Congress entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State", approved June 3d 1856, which said last mentioned act of the said Legislature was approved on the eleventh day of October A.D. 1856; and all acts amendatory of or supplemental to said last mentioned act, and by Chapter seventy nine of the Revised Statutes of said State, entitled "Of Rail Roads", and every other general law of the said State in that behalf made and provided. Subject to all duties, restraints and liabilities created or imposed by law upon the said LaCrosse and Milwaukee Rail Road Company, and upon Rail Roads in the said State generally, so far as the same may be applicable.——

Article Two: The said William Barnes, for and in consideration of the premises above recited, doth hereby grant, bargain, sell, convey, transfer, assign, set over and confirm unto the said Milwaukee and Minnesota Rail Road Company all and singular the Rail Roads, appurtenances, franchises and property, real and personal, rights and choses in action of whatever name or description herein above mentioned, and more particularly described in the above mentioned mortgages or trust deeds, as fully as if the same were herein particularly set forth and described; and all the right, title and interest of him, the said William Barnes, therein or thereto, vested in him by the said mortgages or trust deeds, and by the said sale and purchase thereunder;——

To Have and To Hold the same unto the said Milwaukee and Minnesota Rail Road Company, their successors and assigns, for their sole use forever.

Article Three. The capital stock of the said Milwaukee and Minnesota Rail Road Company is hereby fixed at the sum of "Two and a half million of Dollars", divided into twenty five thousand shares of one hundred Dollars each, with liberty nevertheless to the said Milwaukee and Minnesota Rail Road Company to increase the said capital stock under and in conformity to the laws of the said State to a sum not exceeding five millions of Dollars.

Article Four. The Stockholders of the said Milwaukee and Minnesota Rail Road Company are the holders of the said bonds secured by the said mortgages or trust deeds, for whose benefit the said sale and purchase was made by the said William Barnes, and such other persons as shall hereafter associate themselves with them by subscription to the said capital stock or other proper means.

Each holder of the said bonds, upon surrendering his bonds to the proper officer of the said Milwaukee and Minnesota Rail Road Company, shall be entitled to receive a Certificate of Stock in the Company hereby organized of an equal amount with the principal of the bonds so surrendered by him, subject nevertheless to the payment in money of the pro rata share of the costs, charges and expenses of the said sale and of this organization, and of carrying the same into effect, being the proportion of the whole of such costs, charges and expenses as the amount of stock so to be issued shall bear to two millions of Dollars.

Article Five. The payment of the said pro rata share of such costs, charges and expenses is hereby declared to be a charge and lien upon the stock to which each holder of the said bond is entitled. And the Board of Directors of the said Milwaukee and Minnesota Rail Road Company shall have power to declare the right to such stock forfeited by the non-payment of such pro rata share of such costs, charges and expenses in such manner as the said Board of Directors shall determine.

Article Six. The Board of Directors of the said Milwaukee and Minnesota Rail Road Company shall consist of nine persons, and the following persons are hereby appointed and elected Directors of the said Company and shall constitute the first Board of Directors of the said Milwaukee and Minnesota Rail Road Company, and shall hold their offices as such until the last Wednesday of May next (1859), and thereafter until their successors are duly elected in their place. Rufsell Sage and Ludlow A. Battershall of Troy, New York; William Gould of Albany, New York; William B. Gilbert of Syracuse, New York; Hans Crocker, Norman J. Emmons and Lemuel W. Weeks of Milwaukee, Wisconsin; William R. Sill of LaCrosse, Wisconsin, and William E. Smith of Fox Lake, Wisconsin.

The Directors hereafter to be elected shall be so elected in pursuance of the provisions of law regulating the election of Directors of the said LaCrosse and Milwaukee Rail Road Company.

Article Seven. The said Board of Directors shall meet at the office of the said Milwaukee and Minnesota Rail Road Company on this day, and proceed to elect and appoint the officers of the said Milwaukee and Minnesota Rail Road Company, and provide for a corporate seal.

Article Eight. These articles are executed in Duplicate, both Duplicates executed by the said William Barnes and by the holders of a majority of the said bonds, setting opposite to their names and seals the amount of bonds respectively held by them. When one of the said duplicates shall have been executed by the holders of a majority of said bonds, it shall be sent for record to the office of the Secretary of State of the said State, and the other duplicate shall be retained in the office of the said Milwaukee and Minnesota Rail Road Company for further execution by the holders of said bonds, and when so further executed, may be in like manner recorded in the office of the said Secretary of State.

Article Nine. The organization of the said Milwaukee and Minnesota Rail Road Company is hereby declared to be complete in fact.

In Witness Whereof, the said William Barnes and the bondholders whose names are under written, have hereto set their hands and seals, at the City of Milwaukee in the State of Wisconsin, on the twenty third day of May in the year One Thousand Eight Hundred and Fifty Nine.

William Barnes [Seal]

Rufsell Sage	$50,000	[L.S.]	S. A. Foster	$20,000 [L.S.]
L. D. Conant	$24,000	[L.S.]	By Rufsell Sage, his Att'y.	
By Rufsell Sage, his Att'y.			A. Fleming	$20,000. [L.S.]
L. A. Battershall	$50,000.	[L.S.]	By Rufsell Sage, his Att'y.	
By Rufsell Sage, his Att'y.			George H. McLean	$10,000. [L.S.]
R. Pardow, Jr.	$20,000.	[L.S.]	By Rufsell Sage, his Att'y.	
By Rufsell Sage, his Att'y.			Stoddard Judd, Trustee	$544,950 [L.S.]
L. H. Buell	$18,000.	[L.S.]	E. Cramer	$5,500 [L.S.]
By Rufsell Sage, his Att'y.			Alex. Mitchell	$6,000 [L.S.]
H. G. Gilbert	$50,000.	[L.S.]	C. Hawley	$7,400 [L.S.]
By Rufsell Sage, his Att'y.			William B. Gilbert	$30,000 [L.S.]
Roscius R. Kennedy	$75,000	[L.S.]	John W. Davis	$20,000 [L.S.]
By Rufsell Sage, his Att'y.			William R. Sill	$ 500. [L.S.]
Alfred Noxon	$17,000	[L.S.]	H. Crocker	$ 500. [L.S.]
By Rufsell Sage, his Att'y.			R. L. Kneeland	$ 3,800 [L.S.]
George T. Gray	$20,000.	[L.S.]	H. H. Wheelock	$ 1,900 [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
J. M. Lovett	$50,000	[L.S.]	John C. Denison	$ 300 [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
L. H. Alden	$30,000	[L.S.]	J. H. Wheelock	$ 1,000. [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
William Gould	$50,000.	[L.S.]	H. Beckwith	$ 300 [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
J. F. Frost	$ 3,000	[L.S.]	Nathan Parker	$ 200 [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
William Watson	$56,500	[L.S.]	F. Sussenguth	$ 400 [L.S.]
By Rufsell Sage, his Att'y.			By R. L. Kneeland, his Att'y.	
Eli Kelly	$40,000	[L.S.]	W. E. Smith	$ 500 [L.S.]
By Rufsell Sage, his Att'y.			William Barnes	$10,000. [L.S.]
J. Templeton	$ 5,000.	[L.S.]	E. G. Ryan	$ 9,500 [L.S.]
By Rufsell Sage, his Att'y.			John I. Rockwell	$22,000. [L.S.]

Sealed and delivered in our presence by William Barnes, Rufsell Sage, L.D. Conman, L.A. Battershall, R. Parsons Jr., L.H. Buell, H.G. Gilbert, Roscius R. Kennedy, Alfred Noxon, George T. Gray, J.M. Lovett, S.H. Alden, William Gould, J.T. Frost, William Watson, Eli Kelly, J. Templeton, S.R. Foster, A. Fleming and George W. McLean by Rufsell Sage, their Attorney; Stoddard Judd, E. Cramer, Alexander Mitchell, C. Hawley, H.B. Gilbert, John W. Davis, William R. Sill, H. Crocker, R.L. Kneeland, H.H. Wheelock, John C. Denison, J.H. Wheelock, H. Beckwith, Nathan Parker and T. Sussenguth by R.L. Kneeland, their Attorney, W.E. Smith, William Barnes, E.G. Ryan and John S. Rockwell.

Jas. G. Jenkins, Milwaukee
Henry Sanders, Milwaukee.

State of Wisconsin } ss.
County of Milwaukee } On this twenty third day of May in the year of our Lord One thousand eight hundred and fifty nine before me personally came William Barnes, Rufsell Sage and Rufsell Sage, Attorney for L.D. Conman, L.A. Battershall, R. Parsons Jr., L.H. Buell, H.G. Gilbert, Roscius R. Kennedy, Alfred Noxon, George T. Gray, J.M. Lovett, S.H. Alden, William Gould, J.T. Frost, William Watson, Eli Kelly, J. Templeton, S.R. Foster, A. Fleming and George W. McLean; Stoddard Judd, E. Cramer, Alexander Mitchell, C. Hawley, H.B. Gilbert, John W. Davis, William R. Sill, H. Crocker, R.L. Kneeland and R.L. Kneeland as Attorney for H.H. Wheelock, John C. Denison, J.H. Wheelock, H. Beckwith, Nathan Parker and T. Sussenguth, W.E. Smith, William Barnes, E.G. Ryan and John S. Rockwell, to me known to be the same persons described in and who executed the foregoing instrument, and severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

(Seal.)

In witness whereof I have hereunto set my hand and affixed my official seal, this twenty third day of May in the year of our Lord one thousand eight hundred and fifty nine.

Jas. G. Jenkins
Notary Public
Milwaukee Co. Wis.

Recorded May 24th 1859. at 9 o'clock A. M.

La Crosse & Milwaukie Rail Road Co
Wm Barnes
Trustee Report

Whereas the La Crosse and Milwaukie Rail Road Company, a corporation duly constituted by the laws of the State of Wisconsin, on the twenty first day of June A.D. 1855. duly executed to the undersigned a mortgage deed for the purpose of securing the payment of bonds to the amount of two millions of dollars with the interest coupons thereto attached, which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages in pages 342 & 348 inclusive on the eighth day of July A.D. 1858.

And whereas also the said La Crosse and Milwaukie Rail Road Company on the eleventh day of August A.D. 1858. duly executed to the undersigned a supplementary mortgage or trust deed, for the purposes aforesaid, which was recorded in the office of the Secretary of State of the State of Wisconsin in the book of Rail Road mortgages in pages 349 & 361 inclusive on the first day of September A.D. 1858. whereby all and singular the railroads of said Company, commencing in the City of Milwaukie and running from thence to La Crosse in said State a distance of about two hundred miles constructed and to be constructed, and also all the railroad of said Company commencing in the Village of Madison in said State and running from thence by way of Portage City to the St Croix River or Lake in said State a distance of about two hundred and forty eight miles constructed and to be constructed, and also all the railroad of said Company commencing in the village of Columbus in said State and running from thence to Portage City in said State a distance of about forty miles, constructed and to be Constructed and all other railroads built or to be built and constructed by said Company or which they have a right to construct by or under any Corporate or other rights, privileges or franchises, granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatever, including all and singular the several tracts, pieces, or parcels of land which constituted or might thereafter constitute the site of the Roadways, turnouts Engine Houses, Workshops, Depots and other buildings, and all the other lands and real estate which constituted or might thereafter constitute or be a part of or appertain to said Railroads, and including also all and singular the lots lands and real estate whatsoever which the said Company owned or might thereafter acquire by purchase, grant gift or otherwise in the Cities of Milwaukie and La Crosse or in the vicinity of either of said Cities, and all improvements made or thereafter to be made thereon, and all rights of dockage and wharfage, and all other riparian rights and privileges and franchises appertaining thereto as particularly described in the various deeds of the same to said Company, And also all and singular the superstructure of said Railroads whether then made and constructed or thereafter to be constructed, and all the Engine Houses, Work Shops, Depots, and other buildings and all the other improvements on or appertaining to said Railroads built or thereafter to be built and constructed, And also all and singular the Locomotive Engines and other Rolling Stock and all the other equipments of every kind and description procured or thereafter to be procured for or used on said Railroads, and all the materials, tools implements, and utensils and other personal property procured or thereafter to be procured for or used in connection with said Railroads, And also all and singular the rights, liberties privileges and franchises of said La Crosse and Milwaukie Rail Road Company of every kind and description, and also all and singular the lands granted or intended to be granted to said La Crosse and Milwaukie Railroad Company under and by virtue of the Act of Congress approved June 3d 1856. Entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Railroads in said State" and the acts

of the Legislature of the State of Wisconsin Approved October 11 1856 entitled "An act to grant certain lands to the La Crosse & Milwaukee Rail road Company and to secure the trust created by an act of Congress entitled. "An Act granting public land to the State of Wisconsin to aid in the Construction of rail roads in said State" Approved June 3d 1856" together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the said lands, and also all and singular the Bonds. Bills of Exchange, Promissory notes, Accounts, Causes of action, demands and choses in action of what soever nature, owned wholly or in part by said Railroad Company on such day as the said Railroad Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said trust deeds or mortgage. And all the property real personal and mixed of said Railroad Company then acquired and vested or thereafter to be acquired and vested. Together with all the right, liberties, privileges and franchises of said Railroad Company as fully and amply as of said Railroads had been entirely built, Constructed and equipped, and the particular lands granted by the foregoing Acts of Congress and the Legislative of the State of Wisconsin, fully designated and duly patented and Conveyed to said Railroad Company according to the provisions of the said acts, were Conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon secured by said Mortgage deeds

And whereas by said trust or mortgage deeds it was provided That if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest warrants or Coupons accompanying the said bonds, as they respectively became due, or if default for the like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage deeds, then and in either of said cases the undersigned as Trustee was authorized in his discretion to enter into and take possession of all and singular the Railroads, and all the other property Real personal and mixed, Conveyed or intended to be Conveyed by said trust deeds, with all the rights, liberties, privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said Rail Roads, and said other property, Real personal and mixed, with all the rights, liberties privileges and franchises of said Company Conveyed and Conveyed or intended to be Conveyed and Conveyed by said Mortgage deeds either at public or private sale, and also that on the written request of the holder or holders of said bonds then outstanding to the amount in the aggregate of one hundred thousand dollars, the undersigned should proceed to make such sales and Conveyances for the purpose of paying the said outstanding bonds and the interest thereon, but in case of any sale at Auction it was provided that notice of such intended sale should be published once in each week for three weeks at the least in two Newspapers published in the City of Milwaukee, and that in such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and Conveyances which should vest in such purchaser or purchasers, all the estate right title and interest, whether legal or equitable of the undersigned Trustee, and said Rail Road Company of in and to the said property, rights, liberties privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the first day of January A.D. 1859 upon all of the bonds issued by said Company, secured by the mortgage deeds aforesaid, amounting to the sum of about Seventy thousand dollars, was not paid by said Company when it became due, and said Company having made default in said payment for the space of more than fifteen days, And whereas, also holders of said outstanding bonds amounting in the aggregate to the sum of one Hundred Thousand dollars have duly requested in writing in compliance with said Mortgage deeds that the undersigned should proceed to make such sales and conveyances as aforesaid, as by their written request hereto annexed will more fully appear

And whereas the undersigned the said William Barnes in compliance with such request did cause due notice of such sale at auction signed by the said William Barnes, and bearing date the twenty fourth day of February A.D. 1859 to be published once in each week for three successive weeks next before the twenty sixth day of march A.D. 1859, in the Milwaukee Sun democrat a daily newspaper published in the City of Milwaukee and State of Wisconsin and in the Newyork Times and the Newyork Daily Tribune ——— daily newspapers published in the City of Newyork, in compliance with the provisions of the said mortgage or trust deeds, given notice that in pursuance of the Authority vested in the undersigned by the said mortgage deeds, the undersigned should expose for sale at auction to the highest bidder in conformity to law, at the Court House in the City of Milwaukee in said State of Wisconsin on the twenty sixth day of march A.D. 1859. at twelve o'clock M. of that day, all and singular the said Rail Roads and Real personal and other property of whatsoever nature Covered by said trust deeds together with all the said rights, privileges and franchises appertaining thereto And also all the Corporate and other rights, privileges and franchises appertaining thereto, and also all the Corporate and other rights, privileges and franchises of the said La Crosse and Milwaukee Rail Road Company, which may be included in Conveyed and Conveyed or intended to be Conveyed by said mortgage deeds in order to pay the said outstanding bonds and interest and the Costs and expenses of the said sale

And whereas the sale thereby advertised was by the undersigned on the twenty sixth day of march A.D. 1859 postponed and adjourned to the twenty third day of April A.D. 1859 at twelve o'clock M. of that day at the Court House in the City of Milwaukee aforesaid, and the undersigned did thereupon cause a notice by him signed of such postponement and adjournment, and that said sale would accordingly take place on the day and at the place last mentioned to be published in the said newspapers once a week for three successive weeks immediately preceding the said twenty third day of April A.D. 1859. And whereas the sale thereby advertised was by the undersigned on the twenty third day of April A.D. 1859 postponed and adjourned to the twenty first day of May A.D. 1859 at twelve o'clock M. of that day at the Court House in the City of Milwaukee aforesaid, and the undersigned did thereupon cause a notice by him signed of such postponement and adjournment, and that such sale would accordingly take place at the day and at the place last mentioned to be published in the said newspapers once in each week for three successive weeks immediately preceding the said twenty first day of May A.D. 1859 as by printed copies of the said notice of sale and of the said two several notices of adjournments together with the affidavit of the publication thereof in the said newspapers hereto annexed will more fully and at large appear.

And whereas on the said twenty first day of May A.D. 1859 I the said William Barnes the trustee named in the said mortgage or trust deeds did make the sale of which such notice had been so given in the manner hereinafter recited and declared

Now know all men by these presents that I the said William Barnes the trustee named in the said mortgage or trust deeds do hereby recite and declare that in pursuance of the authority in me vested by the said mortgage or trust deeds, and of the Statutes of the State of Wisconsin in such case made and provided, and of the said notice and sale, and of the said notices of adjournments and postponements thereof I the said William Barnes Trustee as aforesaid did on the said twenty first day of May A.D. 1859 at twelve o'clock M. of that day attend at the Court House in the City of Milwaukee, and did then and there read the said notice of sale and of adjournment and postponement thereof and did thereupon then and there publicly for

sale at public auction upon the steps of the said Court House and in the presence of many persons then and there assembled all of the Railroads and real personal and other property with all the rights privileges and franchises appertaining thereto, and all appurtenances and other rights privileges and franchises of the said La Crosse and Milwaukee Rail Road Company included in covered or conveyed or intended to be covered or conveyed by the said mortgage or trust deeds in order to pay the said outstanding bonds and interest, and the costs and expenses of that sale, and that then and there no other person or body having made any bid for the same I the said William Barnes, Trustee as aforesaid did bid for the same the sum of One million five hundred and ninety three thousand three hundred and thirty three dollars and thirty three cents, being computed to be Seventy five per cent of the principal and of the interest, on that day actually due on the outstanding bonds issued under and secured by the said mortgage or trust deeds, in trust for the holders of such outstanding bonds in pursuance of the Statute in that case made and provided and of the authority in me vested, and that then and there no further or other bid was made at such sale and that thereupon I the said William Barnes having waited a reasonable time until I was satisfied that no higher bid would be made, and having given due notice thereof did strike off the property so put up for sale to myself as such trustee, in trust for the holders of the outstanding bonds issued under and secured by the said mortgage or trust deeds and did publicly and in the presence of the persons present declare myself to be the purchaser at that sale of all the property so put up for sale as such Trustee, and upon the terms aforesaid for the said sum of One million five hundred and Ninety three thousand three hundred and thirty three dollars and thirty three cents and for a more particular description of the property so sold I do hereby annex as part of this certificate and declaration a copy of the said mortgage or trust deeds

And I do hereby certify and declare that the property so sold may be redeemed within one year from and after said date of such sale to wit the twenty first day of May A.D. 1859 and that the said sale will be absolute unless the said La Crosse and Milwaukee Rail Road Company or some subsequent encumbrancer shall redeem the said Railroads and property so sold by paying or depositing the amount of the bid on the said sale and the costs of said sale and the interest thereon at the rate of ten pr cent per annum with me as such Trustee together with the value of all substantial and necessary improvements made by me or those for whom I purchased in trust, whether in the further contemplation of said Railroads or for the better use and enjoyment of the same, with interest thereon at the rate of ten per cent per annum within sixty days after the value of such improvements shall have been agreed upon between the parties interested or determined by three Commissioners to be appointed in that behalf by the Chief Justice of the Supreme Court pursuant to the Statute in that case made and provided

In Witness whereof I have hereunto set my hand and Seal this thirty first day of May in the year One thousand Eight Hundred and fifty nine

William Barnes (Seal)

Signed and sealed in the presence of
Sat G. Jenkins
E.G. Ryan

State of Wisconsin
County of Milwaukee } ss. William Barnes names in the foregoing certificate declaration and report being duly sworn upon oath doth depose and say that the foregoing certificate declaration and report is true

William Barnes

Sworn before me this 31st day of May A.D. 1859
Sat G Jenkins
Notary Public
Milwaukee Co Wis

State of Wisconsin
County of Milwaukee } ss. Be it Remembered that on this thirty first day of May in the year of our Lord One Thousand Eight Hundred and fifty nine before me a Notary public in and for the State of Wisconsin residing in the County of Milwaukee in said State personally came William Barnes to me personally known, and known to me to be the same person described in and who executed the foregoing instrument certificate declaration and report and acknowledged to me that he executed the same freely and voluntarily

In Witness whereof I have hereunto set my hand and affixed my official seal at the City of Milwaukee this thirty first day of May in the year of our Lord, One thousand Eight hundred and fifty nine (Seal)

Sat G Jenkins
Notary Public
Milwaukee Co Wis

Whereas under and by virtue of a Trust deed or mortgage executed by the La Crosse and Milwaukee Rail Road Company to William Barnes dated June 21st 1858 and recorded in the Office of the Secretary of State of the State of Wisconsin in Book C of Rail road Mortgages on pages 342 to 348 inclusive on the 5th day of July 1858 and of a supplementary Trust deed or mortgage executed by the said Company to said Barnes on the 11th day of August A.D. 1858, and recorded in the same Office on the 1st day of September 1858 in said Book of Rail road Mortgages pages 349 361 inclusive, — it was provided in substance that in case default should at any time be made in the payment of the interest or principal money of the outstanding Bonds issued under said Mortgage then and in either of said cases said Barnes or the written request of the holder or holders of Bonds then outstanding to the amount in the aggregate of One hundred Thousand Dollars should proceed to make the sales and conveyances of the property real and personal and mixed and of the rights franchises, privileges & Grants & Conveyed by said Trust deeds or mortgage. Now therefore we the undersigned holders and owners of such outstanding Bonds in the various sums set opposite our respective names do hereby request William Barnes the said Trustee to proceed and make such sales and conveyances as provided in said Trust Deeds or mortgage either by advertisement or foreclosure by suit in such manner as he may deem expedient. And we do hereby also request said Barnes to become the purchaser in such sale or sales in trust for the Bond Holders at the sum of Seventy five per cents of the Amount of outstanding Bonds and unpaid interest thereon issued & registered under said Trust Deeds or mortgage, or at any such higher sum not exceeding the full amount of all said outstanding Bonds & the unpaid interest thereon in conformity to the provisions of the Act passed by the Legislature of Wisconsin & approved by the Governor on the 5th day of February A.D. 1859 Entitled An Act Supplemental to Chapter 79 of the Revised Statutes entitled of Rail Roads" And in the undersigned in consideration of the premises do hereby severally promise and agree with said Barnes to pay him, and also to indemnify & save him Harmless from all Costs, Charges, damages & Losses of whatsoever name or nature which he may

mean or become liable for in prosecuting making or defending such foreclosure of sale or the proceedings steps incident or necessary thereto, in proportion to the amount of said Bonds held by us respectively.

February 11th 1859

Names.			Amounts
Russel Sage			$10.000
A G Mitchell			6000
S L Rose			25 000
Wm E Cramer			7 500
Cyrus Hawley			7 400
E. Hawley Esq of the Estate of		T H Hawley	3. 100
H & Starr & Co			2 000
H Sidenglum & Co			1.300
Wm P Lynde	Administrator of Estate of	O K Watkins	16.000
E Cramer			5.500
John Cramer by	E Cramer his atty		1 000
Joseph Carey			1200
N H Knickerbocker			500
Catlin & Gaylord			2.000
N V Van Cott			1000
Charles Ashley			8.000
John S Rockwell			22 000
Geo T Gray			20 000
J M Lovett			20.000
J S Rogers	Fruit Rogers Son & Merchants		7000
S D Ferman			14000
A Fleming			20 000
Robt McClean			10 000
Tracy P Carr			900
Gerard Wright	$200	Wm H Peckham	10 000

Whereas the La Crosse & Milwaukee Rail Road Company a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June A D 1858 duly executed to the undersigned a Mortgage Deed for the purpose of securing the payment of Bonds to the amount of two millions of dollars, with the interest Coupons thereto attached, which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages at pages 342 to 348 inclusive on the 8th day of July 1858, and whereas also the said La Crosse & Milwaukee Rail Road Company on the 11th day of August 1858, duly executed to the undersigned a Supplementary Mortgage, or trust deed for the purposes aforesaid, which was recorded in the office of the Secretary of State, of the State of Wisconsin in the Book of Rail Road Mortgages on pages 349 to 361 inclusive on the 1st day of September 1858 wherein all and singular the Rail Roads of said Company, commencing in the City of Milwaukee and running from thence to La Crosse in said State a distance of about two hundred miles, constructed and to be constructed, and also all the Rail Roads of said Company, commencing in the Village of Madison in said State, and running from thence by way of Portage City to the Mississippi River or Lake in said State a distance of about two hundred and forty eight miles, constructed and to be constructed, and also all the Rail Roads of said Company, commencing in the Village of Columbus in said State, and running from thence to Portage City in said State a distance of about forty miles, constructed and to be constructed, and all other Rail Roads built or to be built, and constructed by said Company, or which they have a right to construct, by or under any corporate or other rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source, or in any other manner whatever, including all and singular the several parts, pieces or parcels of land which constituted or might thereafter constitute the site of the Roadways, Turnouts Engine Houses, Workshops Depots and other buildings and all the lands and real estate which constituted or might thereafter constitute, or be a part of or appertain to said Rail Roads; and including, also all and singular the Lib lands and Real Estate whatsoever which the said Company owned or might thereafter acquire by purchase, grant, gift or otherwise in the Cities of Milwaukie and Lacrosse, or in the vicinity of either of said Cities, and all improvements made, or thereafter to be made thereon, and all rights of dockage and wharfage and all other Riparian rights and privileges and franchises appertaining thereto as particularly described in the various deeds of the same to said Company; and also all and singular the Superstructure of said Rail Roads, whether then made and constructed, or thereafter to be constructed, and all Engine Houses Workshops Depots and other buildings and all the other improvements on or appertaining to said Rail Roads, built or thereafter to be built and constructed; and also all and singular the Locomotive Engines, and other Rolling Stock, and all the other Equipments of every kind and description procured or thereafter to be procured for, owned in said Rail Roads, and all the materials, tools, implements and utensils and other personal property procured or thereafter to be procured for, or used in connection with said Rail Roads; and also all and singular the rights Liberties and privileges and franchises of said La Crosse and Milwaukie Rail Road Company of every kind and description; and also all and singular the lands, granted or intended to be granted to said La Crosse and Milwaukie Rail Road Company under or by virtue of the Act of Congress approved June 3d 1856 entitled "An Act granting Public Lands to the State of Wisconsin to aid in the construction of Rail Roads in said State" and the Act of the Legislature of the State of Wisconsin approved October 11th 1856 entitled, "An Act to grant certain lands to the La Crosse & Milwaukie Rail Road Company and to execute the trust created by an Act of Congress entitled "An Act granting public lands to the state of Wisconsin to aid in the construction of Rail Roads in said State" approved June 3d 1856." together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the said lands; and also all and singular the Bonds Bills of Exchange, Promissory notes, accounts, Causes of Action Demands and Choses in action of personal or mixed nature owned wholly or in part by said Rail Road Company on such day as the said Rail Road Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said Trust deed or mortgage, and all the property, real personal and mixed of said Rail Road Company then acquired and vested or thereafter to be acquired and vested together with all the rights Liberties privileges and franchises of said Rail Road Company as fully and amply as if said Rail Roads had been entirely built constructed and equipped, and the portion of lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Rail Road Company according to the provisions of the said Acts, were conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon secured by said Mortgage Deeds.

And whereas by said Trust or mortgage Deeds it was provided that if said Rail Road Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the said bonds, as they respectively became due, or if default for the like period should be made in the payment of

maturity of the principal sum of money mentioned in any of the said Bonds secured by said Mortgage deeds, then and either of the said cases, the undersigned as Trustee was authorized in his discretion to take into and take possession of all and singular the said Roads and all the property, real personal and mixed owned and occupied or intended to be owned or occupied by said Road deeds, with all the rights libertis and franchises of said Company, and to take and receive the income and profits thereof, and to sell and dispose of said Railroads, and said other property, real personal and mixed with all the rights libertis privileges and franchises of said Rail Road Company owned and occupied or intended to be owned and occupied by said Mortgage deeds either at public or private sale, and also that on the written request of the holder or holders of said Bonds then outstanding to the amount in the aggregate of One hundred thousand Dollars, the undersigned should proceed to make such sale and conveyance for the purpose of paying the said outstanding bonds and the interest thereon but in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks at the least, in two newspapers published in the City of Newyork, and in a Newspaper published in the City of Milwaukie, and that on such sale the undersigned should execute to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the estate right title and interest whether legal or equitable of the undersigned Trustee, and said Railroad Company of in and to the said property right libertis privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the first day of January 1859 upon all of the bonds issued by said Company, secured by the mortgage deeds aforesaid amounting to the sum of about Seventy thousand dollars was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than fifteen days; and whereas also holders of said outstanding bonds, amounting in the aggregate to the sum of one Hundred thousand dollars, have duly requested in writing, in compliance with said mortgage deeds that the undersigned should proceed to make such sales and conveyances as aforesaid:

Now therefore, notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage deeds, I shall expose for sale at auction to the highest bidder, in front of the Court House in the City of Milwaukie in said State on the Sixth day of March A.D. 1859 at 12 o'clock M. of that day all and singular the said Railroads, and real personal and other property of what soever nature covered by said Trust deeds, together with all the said rights privileges and franchises appertaining thereto, and also all the Capitals and other rights, privileges and franchises of said La Crosse and Milwaukie Rail Road Company, which may be included in, covered and conveyed by said mortgage deeds; in order to pay the said outstanding bonds and interest and the costs and expenses of this sale

William Barnes, Trustee

Dated Albany February 24th 1859.

State of Wisconsin
Milwaukie County } ss.

L L Crounse being duly affirmed says. He is one of the publishers of the "Milwaukie Free Democrat" a Newspaper published in the City of Milwaukie in said County, that a notice of which the one annexed is a true copy was duly published in said Newspaper once in each week for four successive weeks Commencing on the 24th day of February A.D. 1859 and ending on the 24th day of March A.D. 1859

L L Crounse

Subscribed and affirmed to this 21st day of May A.D. 1859 before me

Charles B. Paine
Notary Public
Milwaukie County Wis

Whereas the La Crosse and Milwaukie Railroad Company, a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June A.D. 1855 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of Bonds to the amount of five millions of Dollars with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 342 to 348 inclusive on the 8th day of July 1855. and whereas also the said La Crosse Milwaukie Railroad Company on the 11th day of August 1855. duly executed to the undersigned a supplementary Mortgage or trust deed, for the purposes aforesaid which was recorded in the office of the Secretary of State of the State of Wisconsin in the book of Rail Road Mortgages on pages 349 to 361 inclusive on the 1st day of September 1855. whereby all and singular the Railroads of said Commencing in the City of Milwaukie and running from thence to La Crosse in said State a distance of about two hundred miles, Constructed and to be Constructed and also all the Rail road of said Company Commencing in the Village of Madison in said State, and running from thence by way of Portage City to the St Croix River or Lake in said State, a distance of about two hundred and Sixty eight miles, constructed and to be constructed, and also all the Railroad of said Company commencing in the Village of Columbus in said State, and Running from thence to Portage City in said State a distance of about forty miles, Constructed and to be constructed and all the Railroads built or to be built and constructed by said Company, or which they have a right to Construct by or under any Charter or other rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatever, including all and singular the several tracts, pieces or parcels of land which Constituted or might thereafter Constitute the site of the Roadways, tenements Engine Houses Workshops Depots and other buildings, and all other lands and real estate which Constituted or might thereafter Constitute or be a part of or appertain to said Rail Roads, and including also all and singular the late lands and real estate whatsoever which the said Company owned or might thereafter acquire by purchase, grant, gift or otherwise in the cities of Milwaukie and La Crosse, or in the vicinity of either of said cities, and all improvements made or thereafter to be made thereon, and all rights of dockage and wharfage, and all other appurtenant rights and privileges and franchises appertaining thereto, as particularly described in the various deeds of the same to said Company, and also all and singular the superstructure of said Railroads whether then made and Constructed or thereafter to be constructed, and all the Engine Houses, Work Shops Depots and other buildings, and all the other improvements or appertaining to said Railroads, built or thereafter to be built and constructed, and also all and singular the Locomotive Engines and other Rolling Stock, and all the other equipments of every kind and description soever used, or thereafter to be procured for or used on said Railroads, and all the materials tools implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Rail Roads, and also all and singular the rights libertis privileges and franchises of said La Crosse & Milwaukie Railroad Company of every kind and description, and also and singular the lands granted or intended to be granted to said La Crosse & Milwaukie Railroad Company under or by virtue of the Act of Congress approved June 3d 1856. entitled "An Act granting Public Lands to the State of Wisconsin to aid in the Construction of Railroads in said State" and the Act of the Legislature of the State of Wisconsin Approved October 11th 1856. entitled "An act to grant certain lands to the La Crosse and Milwaukie Railroad

Company and to execute the trust created by an act of Congress entitled "An act granting public lands to the State of Wisconsin to aid in the construction of Rail roads in said State" approved June 3d 1856, together with all and singular the tenements and appurtenances belonging or in anywise appertaining to the said lands and also all and singular the Bonds, Bills of Exchange, Promissory notes, accounts Causes of action demands and choses in action of whatsoever nature owned or owing or unpaid by said Rail road Company or such day as the said Rail road Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said Trust deeds or Mortgages, and all the property real personal and mixed of said Rail road Company then acquired and vested or thereafter to be acquired and vested together with all the right liberties privileges and franchises of said Rail road Company as fully and amply as if said Railroads had been originally built Constructed and equipped, and the particular lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin duly designated and duly patented and conveyed to said Rail road Company according to the provisions of the said acts were conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with interest thereon secured by said Mortgage deeds.

And whereas by said Trust or Mortgage deeds it was provided that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the said bonds, as they respectively became due, or if default for the like period should be made in the payment at maturity, of the principal sum of money mentioned in any of the said bonds secured by the said Mortgage deeds; then and in either of said cases the undersigned as Trustee was authorized, at his discretion to enter into and take possession of all and singular the Rail roads and all other property, real personal, and mixed, owned and conveyed or intended to be owned and conveyed by said Trust deeds with all the rights liberties, privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said Railroads, and said other property real personal and mixed with all the rights privileges and franchises of said Railroad Company owned and conveyed or intended to be owned and conveyed by said Mortgage deeds either at public or private sale; and also that on the written request of the holder or holders of said bonds then outstanding to the amount in the aggregate of One hundred thousand dollars, the undersigned should proceed to make such sales and conveyances for the purpose of paying the said outstanding bonds and the interest thereon, but in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks at least in two newspapers published in the City of Milwaukie, and in a newspaper published in the City of Milwaukie, and that in such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the estate, right title and interest whether legal or equitable of the undersigned Trustee and said Rail road Company of in and to the said property, rights liberties privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the 1st day of January 1859 upon all of the bonds issued by said Company, secured by the Mortgage deeds aforesaid, amounting to the sum of about Seventy thousand dollars was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than fifteen days, and whereas also Holders of said outstanding bonds, amounting in the aggregate to the sum of one One hundred thousand dollars, have duly requested in writing in compliance with said Mortgage deeds, that the said Mortgage Deeds, that the undersigned should proceed to make such sales and conveyances as aforesaid;

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage deeds, I shall expose for sale at auction to the highest bidder in conformity to law at the Court House in the City of Milwaukie in said State on the twenty sixth day of March A.D. 1859 at 12 o'clock M of that day, all and singular the said Rail roads, and real personal and other property of whatsoever nature, owned by said trust deeds together with all the said rights privileges and franchises appertaining thereto, and also all the appurtenances and other rights privileges and franchises of said La Crosse and Milwaukie Rail Road Company; which may be included in owned or conveyed or intended to be owned and conveyed by said Mortgage deeds; in order to pay the outstanding bonds and interest and the costs and expenses of this sale.

William Barnes
Trustee

The above sale is hereby postponed and adjourned to and will be made on Saturday the twenty third day of April 1859 at twelve o'clock M of that day at the Court House in the City of Milwaukie in the State of Wisconsin.

Dated Milwaukie March 26th 1859. William Barnes, Trustee

State of Wisconsin
Milwaukie County } ss.

L. L. Crounse being duly affirmed says that he is one of the Publishers of the "Milwaukie Daily Democrat" a newspaper published in the City of Milwaukie in said County; that a notice, of which the one annexed is a true copy was duly published in said newspaper once in each week for four successive weeks, commencing on the 31st day of March A.D. 1859, and ending on the 21st day of April A.D. 1859.

L. L. Crounse.

Subscribed and affirmed to this 21st day of May A.D. 1859. Before me

Charles C. Paine
Notary Public Milwaukie

Whereas the La Crosse and Milwaukie Railroad Company a corporation duly created by the laws of the State of Wisconsin on the 21st day of June A.D. 1855 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of Bonds to the amount of two million of dollars with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 342 to 348 inclusive on the 5th day of July 1858 and whereas also the said La Crosse & Milwaukie Rail Road Company on the 11th day of August 1858 duly executed to the undersigned a supplementary mortgage or Trust Deed for the purposes of security which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages on pages 349 to 361 inclusive on the 1st day of September 1858 - whereby all and singular the Rail Roads of said Company, Commencing in the City of Milwaukie and running from thence to La Crosse in said State, a distance of about two hundred miles, Constructed and to be constructed and also all of the Rail roads of said Company, Commencing in the Village of Madison in said State, and running from thence by way of Portage City to the St Croix River or Lake in said State, a distance of about two hundred and forty eight miles, Constructed and to be constructed and also all the Rail roads of said Company Commencing in the Village of Columbus in said State, and running from thence to Portage

City in said State a distance of about forty miles constructed and to be constructed, and all other Railroads built or to be built and constructed by said Company or which they have a right to construct by or under any Corporate or other rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin or from any other source or in any other manner whatsoever including all and singular the several tracts pieces or parcels of land which constituted or might thereafter constitute the site of the roadway Turnouts Engine Houses Workshops Depots and other buildings and all the other lands and real estate which constituted or might thereafter constitute a part of or appertain to said Railroads; and including also all and singular the lots lands and real estate which the said Company owned or might thereafter acquire by purchase grant gift or otherwise in the cities of Milwaukie and La Crosse or in the vicinity of either of said cities and all improvements made or thereafter to be made thereon and all rights of dockage and wharfage and all other riparian rights and privileges and franchises appertaining thereto as particularly described in the various deeds of the same to said Company; and also all and singular the superstructure of said Railroads whether then made and constructed or thereafter to be constructed and all the Engine Houses Workshops Depots and other buildings and all the other improvements on or appertaining to said Railroads built or thereafter to be built and constructed, and also all and singular the Locomotive Engines and other Rolling Stock, and all the other Equipments of every kind and description whatsoever procured or thereafter to be procured for or used on said Railroads and all the materials tools implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Railroads, and also all and singular the rights libelties privileges and franchises of said La Crosse & Milwaukie Rail Road Company of every kind and description and also all and singular the lands granted or intended to be granted to said La Crosse & Milwaukie Railroad Company under and by virtue of the act of Congress approved June 3d 1856 entitled "an act granting Public lands to the State of Wisconsin to aid in the construction of Railroads in said State" and the act of the Legislature of the State of Wisconsin approved October 11th 1856 entitled an act to grant certain lands to the La Crosse & Milwaukie Railroad Company and to carry into effect a grant made by an act of Congress entitled "An act granting Public lands to the State of Wisconsin to aid in the construction of Railroads in said State" approved June 3d 1856 together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the said lands; and also all and singular the Bonds Bills of Exchange Promissory notes accounts Causes of action demands and choses in action of whatsoever nature owned wholly or in part by said Railroad Company or which the said Railroad Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said Trust deed of mortgage and all the property real personal and mixed of said Railroad Company then acquired and owned or thereafter to be acquired and owned together with all the rights libelties privileges and franchises of said Railroad Company as fully and amply as if said Railroads had been entirely built, conducted and equipped and the fee thereof in lands granted by the foregoing Acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company according to the provisions of the said acts – were conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon secured by said Mortgage Deeds

And whereas

by said Trust or Mortgage deeds it was provided that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest or annuities accompanying the said bonds as they respectively became due or default for the like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said Mortgage Deeds then

and in either of said Cases the undersigned as Trustee was authorized, under discretion vested into and to take possession of all and singular the Railroads and appurtenances and other property real personal and mixed, covered and conveyed or intended to be covered and conveyed by said Trust deeds with all the rights libelties privileges and franchises of said Company and to sell and receive the income and profits thereof, and to sell all and singular said Railroads and said other property real personal and mixed, with all the rights libelties privileges and franchises of said Railroad Company, covered and conveyed or intended to be covered and conveyed by said Mortgage deeds, either at Public or private sale, and also that at the written request of the holder or holders of said Bonds then outstanding to the amount in the aggregate of One Hundred Thousand Dollars, the undersigned should proceed to make such Sales and Conveyances for the purpose of paying the said outstanding bonds and the interest thereon, but in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks at least, in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukie and that on such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and Conveyances which should vest in such purchaser or purchasers all the estate right, title and interest, either legal or Equitable, of the undersigned Trustee and said Railroad Company of in and to the said property, rights libelties privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the 1st day of January 1859, upon all of the bonds issued by said Company secured by the Mortgage deeds aforesaid amounting to the sum of about Seven Thousand Dollars, was not paid by said Company when it became due and said Company having made default in such payment for the space of more than fifteen days; and whereas also Holders of said outstanding bonds, amounting in the aggregate to the sum of over One Hundred Thousand dollars, have duly requested in writing in compliance with said mortgage deeds that the undersigned should proceed to make such Sales and Conveyances as aforesaid;

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage Deeds I shall expose for sale at Auction to the highest bidder in conformity to law, at the Court House in the City of Milwaukie in said State on the tenth day of March A.D. 1859 at 12 o'clock M of that day, all and singular the said Rail Roads, and real and personal and other property of what soever nature owned by said Trust deeds together with all the said rights privileges and franchises appertaining thereto, and also all the corporate and other rights privileges and franchises of said La Crosse & Milwaukie Railroad Company, which may be included in covered and conveyed or intended to be covered and conveyed by said Mortgage deeds in order to pay the outstanding bonds and interest and the costs and expenses of the Sale

William Barnes Trustee

Dated Albany February 24th 1859

The above sale is hereby postponed and adjourned to and will be made on Saturday the twenty third day of April 1859 at twelve o'clock M of that day at the Court House in the City of Milwaukie, and the State of Wisconsin.

Dated Milwaukie March 26 1859 William Barnes, Trustee

The above sale is hereby postponed and adjourned and will be made on Saturday the twenty first day of May 1859 at 12 o'clock M of that day at the Court House in City of Milwaukie in the State of Wisconsin

Dated Milwaukie April 23d 1859 William Barnes, Trustee

State of Wisconsin
Milwaukee County } ss

L. L. Crounse being duly affirmed says he is one of the Publishers of the "Milwaukee Daily Democrat" a newspaper published in the City of Milwaukee in said County, that a notice of which the one annexed is a true copy was published in said newspaper once each week for four successive weeks commencing on the 28th day of April A.D. 1859, and ending on the 19th day of May A.D. 1859

L. L. Crounse

Subscribed and affirmed to this 28th day of May A.D. 1859 before me
Charles C. Paine
Notary Public Milwaukee Co. Wis

Whereas the La Crosse & Milwaukee Railroad Company a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June 1858 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of bonds to the amount of five millions of dollars with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages on pages 342 to 348 inclusive on the 4th day of July 1856, and whereas also the said La Crosse and Milwaukee Railroad company on the 11th day of August 1858 duly executed to the undersigned a Supplementary Mortgage or Trust deed for the purposes aforesaid, which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 349 to 361 inclusive on the 1st day of September 1858 whereby all and singular the Railroad of said Company Commencing in the City of Milwaukee and running from thence to La Crosse in said State, a distance of about two hundred miles constructed and to be constructed, and also all the Railroad of said Company Commencing in the Village of Madison in said State and running from thence by way of Palaje City to the Big Grey River in said State, a distance of about two hundred and Sixty Eight miles constructed and to be constructed, and also all the Railroad of said Company Commencing in the Village of Columbus in said State and running from thence to Palaje City in said State a distance of about forty miles constructed and to be constructed, and all other Railroads built or to be built and constructed by said Company, or which they have a right to construct by or under any corporate rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin or from any other source or in any other manner whatever including all and singular the several tracts pieces or parcels of land or lots of land constituting or which might thereafter constitute the site of the roadways turnouts, Engine Houses, Engine houses car Sheds depots and other buildings and all the other lands and real estate which constituted or might thereafter constitute or be a part of or appertain to said Railroads; and including also all and singular, the lots land and real estate which the said Company owned or might thereafter acquire by purchase grant gift or otherwise in the Cities of La Crosse and Lacrosse, or in the vicinity of either of said Cities and all improvements made or thereafter to be made thereon, and all right of dockage and wharfage, and all other riparian rights and privileges appertaining thereto as particularly described in the various deeds of the same to said Company, and also all and singular the superstructure of said railroads whether then made and constructed, or thereafter to be constructed, and all the engine Houses, Machine shops depots and other buildings, and all the other improvements on or appertaining to said Railroads built or thereafter to be built and constructed; and also all and singular the Locomotive engines and other Rolling Stock, and all the other equipment of every kind and description or thereafter to be procured for or used on said Railroads and all the materials procured or thereafter to be procured for or used on said Railroads and all the

tools, implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Railroads, and also all and singular the rights liberties privileges and franchises of said La Crosse and Milwaukee Railroad Company of every kind and description and also all and singular the lands granted or intended to be granted to said La Crosse and Milwaukee Railroad Company under or by virtue of the act of Congress approved June 3d 1856 entitled "An act granting Public lands to the State of Wisconsin to aid in the construction of Railroads in said State" and the act of the Legislature of the State of Wisconsin approved October 11th 1856 entitled "An act to grant certain lands to the La Crosse and Milwaukee Railroad Company and to appropriate the lands granted by an act of Congress entitled An act granting Public Lands to the State of Wisconsin to aid in the Construction of Railroads in said State" approved June 3d 1856" together with all and singular the hereditaments and appurtenances belonging or in anywise appertaining to the said lands, and also all and singular the bonds, bills of exchange, promissory notes accounts causes of action, demands, and choses in action of whatsoever nature owned or held or in part by said Railroad Company, or such day as the said Railroad Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said trust deed or mortgage, and all the property real and personal and mixed of said Railroad Company then acquired and held, or thereafter to be acquired and held, together with all the rights liberties privileges and franchises of said Railroad Company, as fully and amply as if said railroads had been entirely built, constructed and equipped and the particular lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company according to the provisions of the said acts—now Conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon, issued by said mortgage deeds

And whereas by said Trust or mortgage deeds it was provided that if said Railroad Company should make default for the space of sixteen days in the payment of any of the interest warrants or coupons accompanying the said bonds, as they respectively become due, or of default for the like period, should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage deeds, then and in either of said cases the undersigned as trustee was authorized in his discretion to take into and take possession of all and singular the Railroads and all the other property real personal and mixed, owned or conveyed or intended to be owned and conveyed by said trust deeds with all the rights privileges and franchises of said Company, and to take and receive the income and profit thereof, and to sell all and singular said railroads and said other property real personal and mixed, with all the rights, liberties privileges and franchises of said Railroads Company owned and conveyed or intended to be owned and conveyed by said mortgage deeds, either at public or private sale, and also that on the written request of the holders or holder of said bonds then outstanding to the amount in the aggregate of One Hundred Thousand dollars, the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon; and in case of any sale at auction, it was provided that notice of such intended sale should be published once in each week for three weeks at least in two newspapers published in the City of Milwaukee, and at such sale the undersigned should execute and deliver to the purchaser or purchasers, deeds and conveyances which should vest in such purchaser or purchasers all the estate right title and interest which the legal or equitable of the undersigned trustee and said Railroad Company of in and to the said property rights liberties and franchises and every part and parcel thereof

And whereas the interest shall become due on the 1st day of January

upon all of the Bonds issued by said Company secured by the Mortgage deeds aforesaid amounting in the sum of about Seventy thousand Dollars was not paid by said Company when it became due, and said Company having made default, & said payment for the space of more than fifteen days, and whereas also, Holders of said outstanding Bonds amounting in the aggregate to the sum of one hundred thousand dollars have duly requested in writing in compliance with said mortgage deeds, that the undersigned should make said sales and conveyances as aforesaid.

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage deeds I shall expose for sale at auction to the highest bidder, in conformity to Law at the Court House in the City of Milwaukie in said State on the twenty Sixth day of March A.D. 1859 at 12 o'clock M. of that day all and singular the said Railroads, and real and personal and other property of what soever nature covered by said trust deeds, together with all the said rights, privileges and franchises appertaining thereto, and also all the corporate and other rights privileges and franchises of said La Crosse and Milwaukie Railroad Company, or which may be included in, owned and occupied or intended to be owned or occupied by said Mortgage deeds, in order to pay the said outstanding Bonds and interest and the Costs and expenses of this Sale

William Barnes, Trustee

State of New York
City and County of New York } S.S.

M. Gale being duly sworn saith that he is in the office of the New York Times a newspaper printed in the City of New York; that the Advertisement hereto annexed has been regularly published in the said New York Times for ten times successively & successively commencing on the 28th day of February 1859.

M. Gale

Sworn to before me this 28th day of May 1859.

J. D. Lange
Commissioner of Deeds for New York

R. A. Watkinson
Commissr for Wisconsin

State of New York
City & County of New York } S.S.

Be it remembered that on the 28th day of May A.D. 1859 at the city aforesaid before me Rudford A. Watkinson a Commissioner, resident in said City, duly commissioned and qualified by the Executive authority, and under the laws of the State of Wisconsin to take the acknowledgement of deeds and to administer oaths to be used and recorded therein personally appeared W. B. Gale to me personally known whose name is subscribed to the annexed affidavit; who being by me duly sworn made oath that he knows the contents of said affidavit and that it is true

In testimony whereof I have hereunto set my hand and affixed the Seal of my office on the twenty fifth day of May in the year of our Lord One thousand eight hundred and fifty nine

Seal

R. A. Watkinson
Commissioner &c
for New York

Whereas the La Crosse and Milwaukie Railroad Company a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June A.D. 1858 duly granted to the undersigned a mortgage deed for the purpose of securing the payment of Bonds to the amount of two millions of dollars, with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Rail Road Mortgages in pages 342 to 348 inclusive on the 8th day of July 1858, and whereas also the said La Crosse and Milwaukie Railroad Company on the 11th day of August 1858 duly granted to the undersigned a Supplementary mortgage or trust deed for the purposes aforesaid, which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages in pages 349 to 356 inclusive on the 3rd day of September 1858 whereby all and singular the Railroad of said Company, Commencing in the City of Milwaukie and running from thence to La Crosse in said State a distance of about two hundred miles Constructed and to be constructed, and also all the Railroad of said Company Commencing in the Village of Madison in said State and running from thence to Portage City to the Winnebago Lake in said State, a distance of about one hundred and Sixty Eight miles; Constructed and to be constructed, and also all the Railroad of said Company Commencing in the Village of Columbus in said State and running from thence to Portage City in said State a distance of about forty miles, Constructed and to be constructed, and all other Railroads built or to be built and constructed by said Company, or which they have a right to construct by or under any corporate or other rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin or by any other source or in any other manner whatever including and all and singular the several tracts pieces or parcels of land which constituted or might thereafter constitute the right of the Railway from the Engine houses, work shops depots and other buildings and all the other lands and Real estate which might constitute or might thereafter constitute or be a part of or appertain to said Railroads and including also all and singular the lots and Real estate what soever which the said Company owned or might thereafter acquire by purchase grant gift or otherwise in the Cities of Milwaukie and La Crosse or in the vicinity of either of said Cities and all improvements made or thereafter to be made thereon, and all right of dockage and wharfage and all other riparian rights and privileges and franchises appertaining thereto, as particularly described in the various deeds of the same to said Company, and also all and singular the superstructure of said Railroads which then made and constructed or thereafter to be constructed and all the Engine houses, work shops, depots and other buildings and all other improvements on or appertaining to said Railroads built or thereafter to be built and constructed, and also all and singular the locomotive engines, and other Rolling Stock, and all the other equipments of every kind and description for Cars, or thereafter to be procured for or used on said Railroads, and all the materials tools implements and utensils, and other personal property procured or thereafter to be procured for or used in connection with said Railroads and also all and singular the rights, liberties privileges and franchises of said La Crosse & Milwaukie Rail Road Company of every kind and description and also all and singular the land granted or intended to be granted to said La Crosse & Milwaukie Railroad Company under or by virtue of the act of Congress approved June 3d 1856 entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Rail Roads in said State", and the act of the Legislature of the State of Wisconsin approved October 9th 1856 entitled "An act to grant certain lands to the La Crosse & Milwaukie Railroad Company and to operate the trust created by an Act of Congress entitled, "An act granting public lands to the State of Wisconsin to aid in the construction of Railroads in said State" approved June 3d 1856 together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to said lands, and also all and singular the bonds bills of exchange promissory notes, accounts, Causes of action demands, and choses in action of what soever nature owned wholly or in part by said Rail Road Company on said day as the said Railroad Company

might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said Trust deeds or mortgages, and all the property, real personal and mixed of said Railroad Company then acquired and vested or thereafter to be acquired and vested, together with all the rights, liberties, privileges and franchises of said Railroad Company, as fully and amply as if said railroads had been entirely built, completed and equipped and the particular lands granted by the foregoing Acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company, according to the provisions of the said acts; were conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon, secured by said mortgage deeds

And whereas by said Trust or mortgage deeds it was provided that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest coupons or coupons accompanying the said bonds as they respectively became due, or if default for the like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage deeds, then and in either of said cases the undersigned as Trustee was authorized in his discretion to enter into and upon the possession of all and singular the Railroads, and all the other property, real personal and mixed, conveyed and conveyed or intended to be conveyed or conveyed by said trust deeds, with all the rights liberties privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said railroads and the other property real personal and mixed, with all the rights, liberties, privileges and franchises of said Railroad Company, conveyed and conveyed or intended to be conveyed and conveyed by said mortgage deeds, either at public or private sale, and also, that on the written request of the holder or holders of said bonds then outstanding to the amount in the aggregate of one Hundred Thousand Dollars the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and interest thereon; but in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks as the case may be in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukee and that on such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the right title and interest which the legal or equitable of the undersigned Trustee and said Railroad Company of in and to the said property, rights liberties, privileges and franchises and every part and parcel thereof.

And whereas the instalment that became due on the 1st day of January 1859 upon all of the bonds issued by said Company secured by the Mortgage Deeds aforesaid amounting to the sum of about Seventy Thousand dollars was not paid by said Company when it became due and said Company having made default in such payment for the space of more than fifteen days; and whereas holders of said outstanding bonds amounting in the aggregate to the sum of one Hundred Thousand Dollars have duly requested in writing in compliance with said mortgage deeds that the undersigned should proceed to make such sales and conveyances as aforesaid

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said mortgage deeds I shall expose for sale at auction to the highest bidder, in conformity to law at the Court House in the City of Milwaukee in said State on the Nineteenth day of March 1859 at 12 o'clock M. of that day, all and singular the said Railroads, and real and personal and other property, of whatsoever nature covered by said Trust deeds together

with all the said rights and privileges and franchises appertaining thereto, and also all the corporate and other rights, privileges and franchises of said La Crosse and Milwaukee Railroad Company, or which may be (Undecided) or conveyed, or intended to be conveyed or conveyed by said Mortgage deeds or which may pay the said outstanding bonds and interest and the cost and expenses of this sale.

William Barnes, Trustee

Dated Albany July 24th 1859

The above sale is postponed to Saturday April 23d same hour and place.

Milwaukee March 26th 1859. William Barnes Trustee

State of New York
City and County of New York } ss.

A T Gale being duly sworn saith that he is Foreman in the office of the New York Times a newspaper printed in the City of New York, that the Advertisement, hereto annexed has been regularly published in the said New York Times functions once each week successively commencing on the 31st day of March 1859 and ending on the 25th day of May 1859

A T Gale

Sworn to before me this 25th day of May 1859 D. O. Sager
Commissioner of Deeds
New York

R A Watkinson
Com for Wisconsin

State of New York
City and County of New York } ss.

Be it remembered that on the 25th day of May ad 1859 at the city aforesaid before me Rufus A Watkinson a Commissioner residing in said City duly commissioned and qualified by execution authority and under the laws of the State of Wisconsin to take the acknowledgements of Deeds, and to administer oaths & to be used & recorded therein personally appeared A T Gale to me personally known and whose name is inscribed to the annexed affidavit; who being by me duly sworn made oath that he knows the contents of said affidavit and that it is true

In testimony whereof I have hereunto set my hand and affixed the seal of my office on the 25th day of May in the year of our Lord One thousand Eight hundred and fifty nine

R. A Watkinson
Commissioner &c
for Wisconsin

Whereas the La Crosse & Milwaukee Railroad Company a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June AD 1858 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of Three hundred thousand dollars with the interest Coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 342 to 348 inclusive, on the 8th day of July 1858. and whereas also the said La Crosse and Milwaukee Railroad Company on the 11th day of August 1858 duly executed to the undersigned a supplemental Mortgage or Trust deed, for the purposes aforesaid which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 349 to 361 inclusive on the 14th day of September 1858. whereby all and singular the Railroad of said Company Commencing in the City of Milwaukee, and running from thence to La Crosse in said State a distance of about two

hundred miles constructed and to be constructed and also all the Railroad of said Company, commencing in the Village of Madison in said State and running from thence by way of Portage City to the St Croix River or Lake in said State a distance of about two hundred and sixty Eight miles, constructed and to be constructed, and also all the Railroad of said Company, commencing in the Village of Columbus in said State, and running from thence to Portage city in said State a distance of about forty miles, constructed and to be constructed and all other Railroads built or to be built and constructed by said Company, or which they have a right to construct, by reason any corporate or other rights privileges or franchises granted or given said Company by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatsoever; including all and singular the several roads, pieces or parcels of land which constituted or might thereafter constitute the Side of the roadways tunnels engine houses, workshops, depots and other buildings, and all the other lands and real Estate which constituted or might thereafter constitute, or be a part or appurtenant to said Railroads, and including also all and singular the lots lands and real Estate what soever which the said Company owned or might thereafter acquire by purchase grant gift or otherwise in the Cities of Milwaukie and Lake in the limits of either of said Cities, and all improvements made or thereafter to be made thereon and all rights of dockage and wharfage and all other riparian rights and privileges and franchises appertaining thereto as particularly described in the various deeds of the same to said Company. Also all and singular the superstructure of said Railroads, whether then made and constructed or thereafter to be constructed, and all the Engine houses, workshops, depots and other buildings and all other improvements on or appertaining to said Rail Roads built or thereafter to be built and constructed, and also all and singular the locomotive engines and other rolling Stock, and all the other equipments, of every kind and discription procured or thereafter to be procured for or used on said Railroads, and all the materials tools implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Railroads and also all and singular the rights, libelties privileges and franchises of said La Crosse and Milwaukie Railroad Company, of every kind and discription, and also all and singular the lands granted or intended to be granted to said La Crosse and Milwaukie Railroad Company under and by virtue of the act of Congress approved June 3d 1856, entitled An act granting Public Lands to the State of Wisconsin to aid in the construction of Rail Roads in said State and the act of the Legislature of the State of Wisconsin approved oct. 11th 1856. Entitled An act to grant Certain Lands to the La Crosse and Milwaukie Railroad Company and to execute the trust created by an Act of Congress entitled "An Act granting public lands to the State of Wisconsin to aid in the construction of Railroads in said State" approved June 3d 1856, together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to said lands; and also all and singular the bonds bills of Exchange promissory notes accounts Causes of action, demands and choses in action of whatsoever nature owned wholly or in part by said Railroad Company, on said day as the said Railroad Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said Trust Deeds or mortgage, and all the property real personal, and mixed of said Rail Road Company, then acquired and vested. Together with all the rights libelties privileges and franchises of said Rail Roads Company as fully and amply as if said railroads had been entirely built constructed and equipped and the particular lands granted by the foregoing Acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company according to the provisions of the said Acts were conveyed to the undersigned to be held by him in trust for and as security to the Bond holders of said Company for the payment of the said bonds with the interest thereon secured by said Mortgage Deeds

And whereas, by said Trust or Mortgage Deed it was provided

that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest coupons accompanying the said bonds as they respectively became due or if default for the like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage Deeds; then and in either of said cases the undersigned as Trustee was authorized in his discretion to Enter into and take possession of all and singular the Railroads and all the other property, real personal and mixed owned or intended to be owned or conveyed by said Trust deeds, and all the rights libelties, privileges and franchises of said Company and to take and receive the income and profits thereof, and sell all and singular said Railroads and other property real personal and mixed, with all the rights libelties, privileges and franchises of said Railroad Company, owned and conveyed or intended to be owned and conveyed by said mortgage deeds, either at Public or private sale, and also that on the written request of the holder or holders of said bonds then outstanding to the amount in the aggregate of one Hundred thousand dollars, the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks at the least, in two newspapers published in the City of New York, and in a newspaper published in the City of Milwaukie, and that on such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the right title and interest whether legal or equitable of the undersigned Trustee and said Railroad Company of in and to the said property rights libelties and privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the 1st day of January 1859 upon all of the bonds issued by said Company secured by the Mortgage Deeds aforesaid amounting to the sum of about $ 70,000 seventy thousand dollars was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than fifteen days, and whereas also Holders of said outstanding bonds amounting in the aggregate to the sum of one Hundred and thousand dollars have duly requested in writing in compliance with said mortgage deeds that the undersigned should proceed to make such sales and conveyances as aforesaid

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said mortgage deeds. I shall expose for sale at auction to the highest bidder in conformity to law at the Court House in the City of Milwaukie, in said State on the 19th day of March A D 1859 at 12 o clock M of that day, all and singular the said Railroads and real personal and other property of what soever nature, covered by said Trust Deeds together with all the said rights privileges and franchises appertaining thereto, and also all the corporate and other rights, privileges and franchises of said La Crosse and Milwaukie Railroad Company which may be included in, covered and conveyed or intended to be covered or conveyed by said Mortgage Deeds, in order to pay the said outstanding bonds and interest and the Costs and expenses of this sale.

William Barnes Trustee

Dated Albany Feby 24. 1859

The above sale is postponed to Saturday

April 23d same hour and place

William Barnes Trustee

Milwaukie March 26. 1859

The above sale is further postponed to Saturday

May 21. 1859 same hour and place

Milwaukie April 28th 1859

William Barnes Trustee

State of New York
City and County of New York } ss

M B Gale being duly sworn saith that he is Foreman in the office of the New York Times a newspaper printed in the City of New York; that the advertisement hereto annexed has been regularly published in the said New York Times Fourteen one insertions successively commencing on the 28th day of April 1859

M B Gale

Sworn before me this 28th day of May 1859

D. A Barger
Commissioner of Deeds
New York

R A Watkinson
Com for Wisconsin

State of New York
City and County of New York } ss

Be it remembered that on the 28 day of May A D 1859 at the City aforesaid before me Rudford A Watkinson a Commissioner resident in said City duly Commissioned and qualified by the Executive Authority and under the laws of the State of Wisconsin to take the acknowledgement of Deeds and to administer oaths to be used or recorded therein personally appeared M B Gale to me personally known and who name is subscribed to the annexed affidavit, who being by me duly sworn made oath that he knew the contents of said Affidavit and that the same

In testimony whereof I have hereunto set my hand and affixed the seal of my office in the City of New York the Twenty fifth day of May in the year of our Lord One thousand Eight hundred and fifty nine.

R. A Watkinson
Commissioner &c
20 Nassau Street

Whereas the La Crosse & Milwaukee Rail Road Company a corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June A D 1858 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of bonds to the amount of two millions of dollars with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 324 348 inclusive on the 5th day of July 1858 And whereas also the said La Crosse & Milwaukee Rail Road Company on the 11th day of August 1858 duly executed to the undersigned a supplemental mortgage or trust deed for the purposes aforesaid which was recorded in the office of the Secretary of State, of the State of Wisconsin in the Book of Railroad Mortgages on pages 349 & 361 inclusive on the 1st day of September 1858 whereby all and singular the railroad of said Company commencing in the City of Milwaukie and running from thence to La Crosse in said State, a distance of about two hundred miles constructed and to be constructed, and also all the railroads of said Company commencing in the Village of Madison in said State and running from thence by way of Portage City to the Ft Crieg River or Lake in said State a distance of about two hundred and Sixty Eight miles constructed and to be constructed and also all the railroads of said Company, commencing in the Village of Columbus in said State, and running from thence to Portage City in said State, a distance of about

forty miles, constructed and to be constructed, and all other railroads built or to be built and constructed by said Company, or which they have a right to construct by or under any corporate or other rights, privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source, or in any other manner whatever, including all and singular the roads tracks spurs or parts of lands which constituted or might thereafter constitute the Site of the Roadways. Turnouts, Engine Houses, Workshops, Depots and other buildings and all the other lands and real estate which constituted or might thereafter constitute, or be a part or appertain to said railroads, and including also all and singular the lots, lands and real estate which soever which the said Company owned or might thereafter acquire by purchase grant gift or otherwise in the cities of Milwaukie and La Crosse or in the vicinity of either of said Cities and all improvements made or thereafter to be made thereon, and all rights of dockage and wharfage and all other riparian rights and privileges and franchises appertaining thereto as particularly described in the various deeds of the same to said Company, and also all and singular the superstructure of the Railroads which then made and constructed or thereafter to be constructed and all the Engine Houses Workshops Depots and other buildings, and all the other improvements or appertaining to said Railroads, built or thereafter to be built and constructed, and also all and singular the Locomotive Engines and other rolling Stock, and all the other Equipments of every kind and description proper or thereafter to be procured for or used on said Railroads, and all the materials tools implements and utensils, and other personal property procured or thereafter to be procured for, or used in connection with said Railroads and also all and singular the rights liberties privileges and franchises of said La Crosse and Milwaukie Rail Road Company of every kind and description, and also all and singular the lands granted or intended to be granted to said La Crosse & Milwaukie Railroad Company under or by virtue of an act of Congress Approved June 3d 1856 Entitled "An Act granting public lands to the State of Wisconsin to aid in the Construction of Railroads in said State" and the act of the Legislature of the State of Wisconsin Approved October 11 1856 entitled "An Act to grant certain Lands to the La Crosse & Milwaukie Rail Road Company, and to grant the trust created by an act of Congress entitled "An act granting public Lands to the State of Wisconsin to aid in the Construction of Railroads in said State" Approved June 3d 1856 together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the said Lands, and also all and singular the bonds, bills of exchange Promissory notes accounts, Causes of action, demands and choses in action of what soever nature or kind soever paid by said Railroad Company, or such day as the said Road Road Company might first make default in the payment of the principal and interest which might thereafter become due on any of said Bonds, issued by said Company under said trust deeds or mortgages, and all the property, real personal and mixed of said Railroad Company then acquired and vested or thereafter to be acquired and vested together with all the rights liberties privileges and franchises of said Rail Road Company, as fully and amply as if said railroads had been entirely built Constructed and equipped and the pertinent lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Rail Road Company according to the provisions of said acts; was conveyed to the undersigned to be held by him in trust for and as Security to the bond holders of said Company for the payment of the said Bonds with the interest thereon secured by said mortgage deeds.

And whereas by said Trust or mortgage Deeds it was provided that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the said bonds as they respectively became due, or if default for the like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage Deeds, then and in either of said cases the undersigned as Trustee was authorized in his discretion to enter into and take possession of all

the Railroads and all the Property, real personal and mixed, owned and enjoyed or intended to be owned or enjoyed by said Trust deeds, with all the rights libelties and franchises & privileges of said Company and to take and receive the ~~same~~ and profits thereof and to sell all and singular said Railroads and the other Property real personal and mixed, with all the rights libelties privileges and franchises of said Railroad Company owned and enjoyed or intended to be owned and enjoyed by said Mortgage deeds either at public or private sale, and also that on the written request of the Holder or holders of said Bonds then outstanding to the amount in the aggregate of One Hundred Thousand dollars the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon, but in case of any sale at Auction it was provided that notice of such intended sale should be published once in each week for three weeks at the least in two newspapers published in the City of New York and in a Newspaper published in the City of Milwaukie, and that on such sale the undersigned should execute and deliver to the Purchaser or Purchasers deeds and conveyances which should vest in such purchaser or purchasers all the estate right title and interest whether legal or Equitable of the undersigned trustee and the said Rail Road Company of in and to the said Property rights libelties privileges and franchises and conveyances and power thereof

And whereas the interest that became due on the 1st day of January 1859, upon all of the bonds issued by said Company secured by the Mortgage deeds aforesaid amounting to the sum of about Seventy Thousand dollars was not paid by said Company when it became due and said Company having made default in such payment for the space of more than fifteen days, and whereas also holders of said outstanding bonds amounting in the aggregate to the sum of one Hundred Thousand Dollars have duly requested in writing in compliance with said Mortgage deeds that the undersigned should proceed to make such sales and conveyances as aforesaid

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage deeds I shall expose for sale at Auction to the highest bidder in conformity to law at the Court House in the City of Milwaukie in said State on the twenty Sixth day of March AD 1859 at 12 o'clock M. of that day, all and singular the said Railroads and real and personal and other Property, of what soever nature, created by said trust deeds to gether with all the said rights privileges and franchises appertaining thereto, and also all the corporate and other rights privileges and franchises of said La Crosse and Milwaukie Railroad Company owned or which may be included in or owned or enjoyed or intended to be owned and enjoyed by said Mortgage deeds in order to pay the said outstanding bonds and interest and the costs and expenses of this sale.

William Barney
Trustee

State of New York
City and County of New York } ss.

Thomas A Rooker being duly sworn, saith that he is Foreman in the office of the New York Daily Tribune a Newspaper printed in the City of New York that the advertisement to which annexed has been regularly published in the said New York Daily Tribune once a week for five weeks successively Commencing on the Twenty fourth day of February 1859

Thomas A Rooker

Sworn before me this 25th day of May 1859
R A Watkinson
Commissioner of Deeds for Wisconsin

State of New York
City and County of New York } ss.

Be it remembered that on the 25th day of May AD 1859 at the city aforesaid before me Rufus A Watkinson a Commissioner residing in said City duly commissioned and qualified by the Executive Authority and under the laws of the State of Wisconsin to take the acknowledgements of Deeds and to administer oaths to be used or recorded therein personally appeared Thomas A Rooker to me personally known and who name is subscribed to the annexed affidavit, who being by me duly sworn made oath that he knows the contents of said Affidavit and that it is true

In testimony whereof I have hereunto set my hand and affixed the seal of my office on the twenty fifth day of May in the year of our Lord One thousand Eight hundred and fifty nine

Seal

R. A Watkinson
Commissioner
for Wisconsin

Whereas, The La Crosse and Milwaukie Railroad Company a Corporation duly constituted by the laws of the State of Wisconsin on the 21st day of June AD 1855 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of Bonds to the amount of two millions of dollars, with the interest coupons thereto attached which was recorded in the office of the Secretary of State of the State of Wisconsin in the Book of Railroad Mortgages on pages 342 to 348 inclusive on the 4th day of July 1858, and whereas also the said La Crosse and Milwaukie Railroad Company on the 21st day of August 1858 duly executed to the undersigned a Supplementary Mortgage or Trust Deed, for the purposes aforesaid, which was recorded in the office of the Secretary of State, of the State of Wisconsin in the Book of Railroad Mortgages on pages 349 to 361 inclusive on the 1st day of September 1858, Whereby all and singular the Railroad of said Company Commencing in the city of Milwaukie and running from thence to La Crosse in said State a distance of about two hundred miles, constructed and to be constructed, and also all the Railroad of said Company Commencing in the Village of Madison in said State, and running from thence by the way of Portage City to the St Croix River or Lake in said State a distance of about two hundred and Sixty Eight miles constructed and to be constructed and also all the Railroad of said Company Commencing in the Village of Columbus in said State and running from thence to Portage City in said State a distance of 17½ miles constructed and to be constructed and all other Railroads built or to be built and to be constructed by said Company vested they have a right to construct by or under any corporate or other rights privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, ~~from time to time~~ or in any other manner whatever, including all and singular the several pieces or parcels of land which constituted or might thereafter constitute the Site of the Railways Depots Engine Houses, Workshops Depots, and other buildings, and all the other lands and Real Estate, which constituted or might thereafter constitute, or be a part of or appertaining to said Railroads; and including, also all and singular the Lots, lands, and Real Estate what soever which the said Company owned or might thereafter acquire by Purchase grant gift or otherwise, in the Cities of Milwaukie and La Crosse, or in the vicinity of either of said Cities and all improvements made or thereafter to be made thereon, and all rights of drainage and wharfage and all other riparian rights and privileges and franchises appertaining thereto, as particularly described in the various deeds of the same to said Company, and also all and singular the superstructure of said Railroads, whether then made and constructed or thereafter to be

constructed and all the Engines Tenders Work Shops, Depots, and other buildings, and all the other improvements on or appertaining to said Railroads built or thereafter to be built and constructed, and also all and singular the locomotive engines and other Rolling Stock, and all the other Equipments of every Kind and description, procured or thereafter to be procured for, or used on said Railroads, and all the materials tools implements and utensils and other personal property, procured or thereafter to be procured for, or used in connection with said Railroads, and also all and singular the Rights, Liberties, privileges and franchises of said La Crosse and Milwaukie Railroad Company of every Kind and description & Also also all and singular the Lands granted or intended to be granted to said La Crosse and Milwaukie Railroad Company under or by virtue of the act of Congress approved June 3d 1856, entitled "An act granting public lands to the State of Wisconsin to aid in the Construction of Railroads in said State" and the act of the Legislature of the State of Wisconsin approved October 11th 1856 entitled "An act to grant certain lands to the La Crosse and Milwaukie Railroad Company, and to secure the trust created by an Act of Congress entitled "An act granting public lands to the State of Wisconsin, to aid in the Construction of Railroads in said State" approved June 3d, 1856" together with all and singular the hereditaments and appurtenances belonging or in anywise appertaining to said Lands; and also all and singular the bonds, bills of Exchange, promissory notes Accounts, Causes of action, demands and choses in action of whatsoever nature, owned wholly or in part by said Railroad Company, on such day as the said Railroad Company might first make default in the payment of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said trust deeds or mortgage, and all the property, real personal and mixed of said Railroad Company then acquired and vested or thereafter to be acquired and vested, together with all the Rights Liberties and privileges and franchises of said Railroad Company, as fully and amply, as said Railroads had been entirely built and finished and equipped, and the particular lands granted by the foregoing acts of Congress, and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company according to the provisions of the said acts = were conveyed to the undersigned to be held by him in trust for and as security to the bond holders of said Company for the payment of the said bonds with the interest thereon, secured by said Mortgage deeds

And whereas, by said Trust or Mortgage Deeds it was provided that if said Railroad Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the the said bonds, as they respectively became due, or if default for a like period should be made in the payment at maturity of the principal sum of money mentioned in any of the said bonds secured by said Mortgage Deeds, then and in either of said cases the undersigned as Trustee was authorized in his discretion to take in and take possession of all and singular the Railroads, and all the other property, real personal and mixed, owned or conveyed or intended to be owned or conveyed by said Trust Deeds, with all the rights liberties privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said Railroads and all the property real personal and mixed, with all the rights liberties privileges and franchises of said Railroad Company owned and conveyed or intended to be owned and conveyed by said mortgage Deeds, either at public or private sale, and also that on the written request of the Holder or holders of said bonds then outstanding to the amount in the aggregate of One Hundred Thousand dollars, the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon, & in case of any sale at Auction, it was provided, that notice of said intended sale should be published once in each week for three weeks at least in two newspapers published in the City of New York

and in a newspaper published in the City of Milwaukie, and that on such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the estate right title and interest, both the legal & equitable of the undersigned Trustee, and the said Rail Road Company, of in and to the said property, rights liberties privileges and franchises and every part and parcel thereof,

And whereas the interest that became due on the 1st day of January 1859 upon all of the bonds issued by said Company secured by the Mortgage Deeds aforesaid, amounting to the sum of about Seven thousand dollars was not paid by said Company when it became due, and said Company having made default in said payment for the space of more than fifteen days; and whereas also, holders of said outstanding bonds, amounting in the aggregate to the sum of One Hundred Thousand Dollars, have duly requested in writing in compliance with said Mortgage Deeds that the undersigned should proceed to make such sales and conveyances as aforesaid;

Now therefore, notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage Deeds, I shall expose for sale at auction to the highest bidder in compliance to law, at the Court House in the City of Milwaukie, in said State on the tenth day of March A.D. 1859, at 12 o'clock M. of that day all and singular the said Railroads, and real and personal and other property of what soever nature, covered by said trust Deeds, together with all the said rights, privileges and franchises appertaining thereto, and also, all the Corporate and other rights privileges and franchises of said La Crosse and Milwaukie Railroad Company; or which may be included in covered or conveyed or intended to be covered and conveyed by said mortgage deeds in order to pay the said outstanding bonds and interest, and the costs and expenses of this sale.

William Barnes Trustee

Dated Albany January 24th 1859

The above sale is adjourned to the twenty third day of April 1859 at the same hour and place.

William Barnes Trustee

Dated Milwaukie March 26th 1859

State of New York
City and County of New York } ss

Thomas A Rooker being duly sworn saith that he is foreman in the office of the New York Daily Tribune a newspaper printed in the City of New York, that the advertisement hereto annexed has been regularly published in the said New York Daily Tribune once a week for four weeks successively commencing on the thirty first day of March 1859

Thomas A Rooker

Sworn before me this 25th day of May 1859

Robert M Strahigh
Commissioner of Deeds
New York

R. A. Watkinson
Commissioner for Wisconsin

State of New York
City and County of New York } ss

Be it Remembered that on the 25th day of May A D 1859 at the City aforesaid before me Redford A Watkinson a Commissioner Resident in said City duly commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin to take the acknowlegment of Deeds; and to administer oaths &c to be used or recorded therein, personally appeared Thomas H Rodd to me personally known and whose name is subscribed to the annexed affidavit, who being by me duly sworn, made oath that he knows the contents of said affidavit, and that the is true

In testimony whereof I have hereunto set my hand and affixed the seal of my office on the twenty fifth day of May in the year of our Lord One thousand eight hundred and fifty nine

Seal.

R. A. Watkinson
Commissioner &c
20 Nassau street

Whereas, The La Crosse and Milwaukie Rail Road Company, a corporation duly constituted by the laws of the State of Wisconsin, on the 21st day of June A D 1858 duly executed to the undersigned a mortgage deed for the purpose of securing the payment of Bonds to the amount of ten millions of dollars with the interest Coupons thereto attached, which was recorded in the office of the Secretary of State of the State of Wisconsin, in the Book of Railroad mortgages on pages 342 to 348 inclusive on the 8th day of July 1858. and whereas also the said La Crosse and Milwaukie Rail Road Company on the 11th day of August 1858. duly executed to the undersigned a supplementary mortgage or trust deed for the purposes aforesaid, which was recorded in the office of the Secretary of State of the State of Wisconsin, in the Book of Railroad Mortgages on pages 349 to 361 inclusive on the 1st day of September 1858. whereby all and singular the Railroads of said Company, commencing in the City of Milwaukie and running from thence to La Crosse in said State, a distance of about two hundred miles, constructed and to be constructed and also all the Railroad of said Company, commencing in the Village of Madison in said State and running from thence by the way of Portage City to the St Croix River or Lake in said State a distance of about two hundred and Sixty Eight miles, constructed and to be constructed and also all the Railroad of said Company commencing in the Village of Columbus in said State and running from thence to Portage City in said State a distance of about forty miles constructed and to be constructed, and all other Railroads built or to be built and constructed by said Company or which they have a right to construct, by or under any corporate or other rights, privileges or franchises granted or given to said Company by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatever; including all and singular the several tracts pieces or parcels of land which constituted or might thereafter constitute the Site of the Roadways Tunnels, Engine Houses Workshops, Depots and other buildings and all the other lands and real Estate which constituted or might thereafter constitute, or be a part or appurtenance to said Railroads, and including also all and singular the lots, lands, and real Estate whatsoever which the said Company owned or might thereafter acquire by purchase, grant gift or otherwise, in the Cities of Milwaukie and La Crosse or in the vicinity of either of said cities, and all improvements made or thereafter to be made thereon, with all rights of docks and wharfage, and all the Riparian rights and privileges and franchises appertaining thereto particularly described in the various deeds of the same to said Company, and also all and singular the Tenements and estate of said Railroads, whether then made

and constructed or thereafter to be constructed, and all the Engine Houses Workshops Depots and other buildings, and all the other improvements on or appertaining to said Railroads built or thereafter to be built and constructed, and also all and singular the locomotive engines and other rolling stock and all the other Equipments of every kind and description procured or thereafter to be procured for or used on said Railroads and all the materials tools implements and utensils and other personal property procured or thereafter to be procured for or used in connection with said Railroads, and also all and singular the rights liberties privileges and franchises of said La Crosse and Milwaukie Railroad Company of every kind and description, and also all and singular the lands granted, or intended to be granted to said La Crosse and Milwaukie Railroad Company, under or by virtue of the act of Congress approved June 3d 1856. entitled "An Act granting Public Lands to the State of Wisconsin to aid in the construction of Railroads in said State" and the act of the Legislature of the State of Wisconsin approved October 11th 1856 entitled "An act to grant certain lands to the La Crosse and Milwaukie Railroad Company and to execute the trust created by an act of Congress entitled An Act granting public lands to the State of Wisconsin to aid in the Construction of Railroads in said State Approved June 3d 1856." together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the said lands; and also all and singular the bonds, bills of Exchange, promissory notes accounts causes of action, demands and Choses in action of what nature or kind soever owing or payable by said Railroad Company on said day at the said Railroads Company might first make default in the payments of the principal or interest which might thereafter become due on any of the said bonds issued by said Company under said trust deeds or mortgages, and all the property real personal and mixed of said Railroad Company, then accruing and vested or thereafter to be accruing and vested together with all the rights liberties, privileges and franchises of said Railroad Company, as fully and amply as if said Railroads had been entirely built, constructed and equipped and the particular lands granted by the foregoing acts of Congress and the Legislature of the State of Wisconsin fully designated and duly patented and conveyed to said Railroad Company according to the provisions of the said Acts, to all conveyed to the undersigned to be held by him in trust for and as security to the bona holders of said Company for the payment of the said bonds with the interest thereon, secured by said mortgage deeds.

And whereas by said Trust or mortgage deeds it was provided that if said Rail Road Company should make default for the space of fifteen days in the payment of any of the interest warrants or coupons accompanying the said bonds as they respectively become due or if default for the like period should be made in the payment of maturity of the principal sum of money mentioned in any of the said bonds secured by said mortgage deeds, then and in either of said cases the undersigned as Trustee was authorized in his discretion to take into and take possession of all and singular the Railroads and all the other property real personal and mixed covered and conveyed or intended to be covered or conveyed by said Trust deeds with all the rights liberties privileges and franchises of said Company, and to take and receive the income and profits thereof, and to sell all and singular said Railroads and said other property real personal and mixed, with all the rights liberties privileges and franchises of said Railroad Company covered and conveyed or intended to be covered and conveyed by said mortgage Deeds either at public or private sale, and also that on the written request of the Holder or Holders of said bonds then outstanding to the amount in the aggregate of One Hundred Thousand Dollars the undersigned should proceed to make such sales and conveyances for the purpose of paying the outstanding bonds and the interest thereon but in case of any sale at auction it was provided that notice of such intended sale should be published once in each week for three weeks at the least in two newspapers published in the City of New York and in a newspaper published in the City of

Milwaukie, and that on such sale the undersigned should execute and deliver to the purchaser or purchasers deeds and conveyances which should vest in such purchaser or purchasers all the estate right title and interest whether legal or equitable of the undersigned Trustee and the said Railroad Company of in and to the said property rights liberties privileges and franchises and every part and parcel thereof.

And whereas the interest that became due on the 1st day of January 1859 upon all of the bonds issued by said Company secured by the Mortgage deeds aforesaid amounting to the sum of about Seventy thousand Dollars was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than fifteen days; and whereas also holders of said outstanding bonds amounting in the aggregate to the sum of One one Hundred thousand dollars have duly requested in writing in compliance with said Mortgage deeds, that the undersigned should proceed to make such sales and conveyances as aforesaid

Now therefore notice is hereby given that in pursuance of the authority vested in the undersigned by said Mortgage deeds I shall expose for sale at auction to the highest bidder in conformity to Law at the Court House in the City of Milwaukie in said State, on the Twenty Sixth day of March A.D. 1859 at 12 o'clock M of that day all and singular the said Railroads and real and personal and other property of what soever nature, covered by said Trust deeds together with all the said rights privileges and franchises appertaining thereto, and also all the corporate and other rights, privileges and franchises of said La Crosse and Milwaukie Railroad Company, or which may be included in, covered and conveyed, or intended to be covered and conveyed by said Mortgage Deeds in order to pay the said outstanding bonds and interest and the Costs and expenses of this Sale.

William Barnes Trustee

Dated Albany February 24th 1859

The above sale is adjourned to the Twenty third day of April A.D. 1859 at the same hour and place.

William Barnes Trustee

Dated Milwaukie March 26th 1859.

The above sale is further adjourned to the Twenty first day of May A.D. 1859 at the same hour and place.

William Barnes Trustee

Dated Milwaukie April 23d 1859.

State of New York City and County of New York ss.

Thomas A Rockwell being duly sworn saith That he is Foreman in the office of the New York Daily Tribune a newspaper printed in the City of New York, that the advertisement hereunto annexed has been regularly published in the said New York Daily Tribune once a week for four weeks Thursdays, successively Commencing on the Twenty Eighth day of April 1859.

Thomas A Rockwell

Sworn before me this 28th day of May 1859

Robert M Strebigh
Commissioner of Deeds
New York

R A Watkinson, Commissioner for Wisconsin

State of New York
City and County of New York ss.

Be it Remembered That on the 25th day of May A.D. 1859 at the City aforesaid before me Redford A Watkinson a Commissioner residing in said City duly commissioned and qualified by the Executive Authority and under the laws of the State of Wisconsin to take acknowledgements of Deeds, and to administer oaths to be used or recorded therein personally appeared Thomas A Rockwell to me personally known and whose name is subscribed to the annexed affidavit; who being by me duly sworn, made oath that he knew the contents of said affidavit, and that it is true

In testimony whereof I have hereunto set my hand and affixed the seal of office in the Twenty fifth day of May in the year of our Lord One thousand Eight hundred and fifty nine

R A Watkinson
Commissioner
No 10 Pine Street.

Copy Trust Deed & Mortgage

This Indenture made this twenty first day of June in the year of our Lord Eighteen Hundred and fifty Eight between the La Crosse and Milwaukie Rail Road Company a Corporation created by the Legislation of the State of Wisconsin Parties of the first part, and William Barnes of the City of Albany and State of New York, as hereinafter mentioned, party of the second part.

Whereas, The said Rail Road Company, for the purpose of providing for and securing the payment of its floating debts, and for other purposes, has determined to issue its bonds for a sum not exceeding two millions of dollars in the aggregate embracing one thousand dollars of one thousand dollars each fourteen Hundred bonds of five Hundred dollars each, and three thousand bonds of one hundred dollars each with interest coupons in the usual form attached, and which bonds will be substantially in the following form & tenor

United States of America,
State of Wisconsin ss.

Know all men by these presents that the La Crosse and Milwaukie Railroad Company for value received, acknowledge itself indebted to the bearer hereof in the sum of ..... dollars which sum it agrees to pay to the bearer hereof on the first day of July in the year of our Lord One thousand Eight hundred and eighty Eight at the Albany Exchange Bank in the City of Albany with interest at the rate of seven per cent per annum payable at the Albany Exchange Bank in the City of Albany semi annually on the first day of January, and the first day of July in each year, on presentation or delivery of the interest coupons hereto annexed, This is one of a series of bonds, all of the same tenor making in the aggregate the sum of two millions of dollars, for the securing the payment of which a Trust Deed has been executed by said Company to William Barnes of the City of Albany and State of New York conveying to him and subject to certain charges therein, the Railroad of said Company Commencing in the City of Milwaukie, and running from thence to La Crosse a distance of about Two Hundred miles, part of which Road has been constructed, and is now in full operation and the residue is in process of Construction, together with the Equipments and all other things pertaining, or which may hereafter pertain to the Road so conveyed, reference to which Deed is hereby had and made for a more full description of its Extent. And to further secure and

providing for the payment of said bonds, the said deed of trust provides for the creation of a sinking fund, the first payment of $25000 thereof to be made by said Company to William Barnes of Albany, the trustee named in said deed of trust, on the first day of July eighteen hundred and Sixty one, and thereafter a like sum annually, with interest, as from time to time past, the said Trustee is to purchase outstanding bonds secured by said deed of trust, as is more particularly specified in said deed of trust to which reference is hereby made

D. S. In witness Whereof said Railroad Company has hereunto affixed its corporate seal, and caused the same to be signed by the President and Secretary this 21st Days of June in the year of our Lord One thousand eight hundred and fifty Eight

..... Secretary ..... President

Registered and Countersigned this ..... 185.

..... Trustee

And whereas said Rail Road Company has determined to secure the payment of said bonds with the interest thereon in the manner herein provided:

Now therefore this Indenture witnesseth that said Rail Road Company, in consideration of the premises and the sum of One dollar paid by said party of the second part has granted bargained and conveyed and confirmed and does by these presents grant bargain, sell convey and confirm unto said party of the second part and its successors the Railroad of said Company commencing in the City of Milwaukie and running from thence to La Crosse a distance of about two hundred (200) miles, a part of which Road has been constructed and is now in full operation, and the residue is in process of construction, including all and singular the several tracts pieces or parcels of land which now and hereafter may be constitute the site of the roadways, turnouts, engine houses, workshops, depots, and other buildings, and all the other lands and real estate, which now constitute or may hereafter constitute or be a part of or appurtenant to said Railroads. And also all and singular the superstructure of said Railroad, whether now made, or to be made hereafter, and all the engine Houses workshops, depots and other buildings, and all the other improvements on or appertaining to said Railroad, whether now built or made, or to be built or made hereafter

And also all and singular the locomotive engines and other rolling Stock, and all the other equipments of every kind and description which have already been or may hereafter be procured for or used on said Railroad, and all the materials, tools, implements and utensils and other personal property, which have been or may hereafter be procured for or used in connection with said Rail Road; and also all and singular the rights, liberties and franchises of said Rail Road Company, so far as they relate to said Railroad from Milwaukie to La Crosse

And it is hereby declared to be the intention of the parties to these presents to convey to and vest in said party of the second part all the property real and personal of said Rail Road Company, to be acquired hereafter, as well as that which has been already acquired, together with all the rights liberties, privileges and franchises of said Railroad Company, in respect to said Railroad from Milwaukie to La Crosse, as fully and amply as the same might be enjoyed, if said Railroad had already been fully constructed and equipped excepting however, any lands which now do or hereafter may belong to said Company under any grant from the United States, or the State of Wisconsin, subject nevertheless to liens already existing upon the property and franchises above mentioned as follows, To a first mortgage upon the Eastern division of the said road between Milwaukie and Palaco City to secure outstanding bonds of said Company, to the amount of about Three Hundred and twenty two thousand dollars. Also bonds to the City of Milwaukie to the amount of three hundred and fourteen thousand dollars. Also bonds secured by second mortgage on said Eastern division to the amount of one million dollars. Also subject to a mortgage of four million dollars upon the line of said Road, from Palace City to La Crosse, and to a second mortgage of about two hundred thousand dollars on the Road from Palace City to La Crosse, and from the junction near the Village of Poncah, to the terminus of the road on the lake or River St Croix. To have and to hold all and singular the property, real and personal, with the hereditaments and appurtenances and all and singular the rights, liberties privileges and franchises hereby conveyed or intended to be conveyed, subject to the aforesaid mortgages, to the aforesaid party of the second part and the successors, and his heirs and assigns forever, in trust nevertheless, and upon the trusts, terms and conditions hereinafter named: First, Until default shall be made in the payment of said bonds, or some of them, or the interest thereon, said Railroad Company shall be suffered and permitted to hold and enjoy said Railroads with all the equipments and all other things appertaining to the same, and to use the same, and to take and receive the profits, thereof to its own use, in the same manner as though this deed had not been made. Second, In case default in the space of 15 days shall be made in the payment of any of said interest warrants or coupons as they become severally payable, or of default for the like period shall be made in the payment at maturity of the principal sum of any mortgage in any of the said bonds, then and in either of said cases it shall be lawful, and said Trustee is hereby authorized at his discretion, either in person or by his attorney or attorneys, agent or agents to enter into and upon, and take possession of all and singular the Railroads and all the other property, real and personal, herein before conveyed or intended to be conveyed, and to take and receive the income and profits thereof, and to sell all and singular said Railroads and other property, with all the rights liberties privileges and franchises of said Railroad Company in respect to said Rail Road, either at public or private sale and to execute and deliver to the purchaser or purchasers, deeds and conveyances which shall vest in such purchaser or purchasers all the estate right title and interest, whether legal or equitable, of said Trustee and said Railroad Company of in or to said property, rights, liberties, privileges, and franchises and every part and parcel thereof

But before any sale shall be made at auction notice of such intended sale shall be published once in each week for three weeks at the least in three newspapers published in the City of New York, and in a newspaper published in the City of Milwaukie, and shall any further notice be required by the laws of the State of Wisconsin, the same shall be given.

And in case default shall at any time be made in the payment of the interest on the bonds then outstanding, or case default shall be made in the payment of the principal sum of money mentioned in said bonds or any of them, at maturity, then and in either of said cases said Trustee, on the written request of the holder or holders of bonds then outstanding, to the amount, in the aggregate of One Hundred Thousand Dollars, shall proceed to make such sales and conveyances as is above mentioned. Third, Said Railroad Company covenants and agrees, to and with said Trustee and his successors, that said Company will from time to time during the continuance of the trusts, make execute and cause to be duly recorded and deliver to said Trustee all such further acts and things as may be either necessary or proper for more effectually vesting in said Trustee all such right title, interest or estate, both legal and equitable as said Rail Road Company now has or may hereafter acquire in or to all and every part of the property hereby conveyed, or intended to be conveyed, together with the rights, liberties, privileges and franchises aforesaid. Fourth, Said Railroad Company will cause this Indenture to be duly recorded in all proper places, and will do whatever else may be necessary or proper to give full effect to the convey ance, and will pay and discharge all taxes, charges, liens and other burdens

which either is paid, or may hereafter arise, or be imposed upon the property hereby conveyed or on the Trustee as owner thereof. And the Trustee assumes no duty or responsibility in these subjects, or on any of them, or in relation to any other matter or thing except as herein provided.

Fifth.

This trust extends only to such bonds as shall be registered and countersigned by the Trustee, and when all of said bonds shall be satisfied and discharged the trust shall cease. The trust shall also cease at the end of Six Calendar months after the principal moneys shall fall due, as to all such bonds as shall not then have been presented for payment. And whenever the trust shall determine, and any moneys which may be due to the Trustee shall be paid, the Trustee will convey to said Railroad Company all his right, title and interest of, in and to the trust property.

Sixth

The Rail Road Company will from time to time pay all costs, charges, expenses and compensation of the Trustee incurred in or for the execution of the trust, and will in all things keep him fully indemnified and saved harmless of, from and against all damages, costs, charges and expenses which he may sustain or be put to in consequence of accepting the trust, or of any thing which may be done or omitted under it, saving only such damages as may arise from the culpable act or neglect of the Trustee.

Seventh

And the said Rail Road Company agree to establish and provide a sinking fund for the gradual redemption and payment of said bonds, and for that purpose will pay to the said Trustee, on the first day of July, Eighteen hundred and Sixty one, and annually thereafter until this trust is closed, the sum of Twenty five Thousand dollars, which said sum, as from time to time the same shall be paid, the said Trustee shall from time to time purchase outstanding bonds secured by this deed of trust, at the lowest price he can purchase the same for. First giving ten days public notice in one or more newspapers published in New York, Albany and Milwaukie respectively, of his desire to purchase so many of said bonds as can be obtained for the money of said Sinking fund then in his hands, and all bonds so purchased belonging to said Sinking fund shall be retained by said Trustee, until this trust be closed.

Eighth.

The Trustee is hereby authorized to appoint all such Attorneys, Counsellors, Clerks and other Agents as he may deem proper in the execution of the trust, and shall not be answerable for the default or other misconduct of said Attorneys, Counsellors or other Agents unless chargeable with culpable negligence in their selection, nor shall the Trustee be responsible for anything short of gross negligence or wilful default in the discharge of any of his duties.

Ninth

All moneys which may be received by the Trustee under trust, after deducting therefrom all costs, counsel fees, charges and other expenses of the Trustee, and his compensation for executing the trust, shall be applied to the payment of the bonds which may be issued under the trust, and the surplus if any, shall be paid to said Railroad Company.

Tenth

The Supreme Court of the State of New York may remove the Trustee on the application of the Railroad Company, reasonable notice being first given to said Trustee. The Trustee may resign his trust and be thereupon discharged from all further duty or obligation in relation thereto. Provided, such resignation & the reasonable notice to the President or Secretary of said Rail road Company, shall be approved by said Supreme Court. And on the death, removal or resignation of a Trustee, said Supreme Court may appoint a new Trustee, who shall thereupon acquire and have all right title interest and authority under the trust, and be subject to all duties and responsibilities

under the same, as fully as though he had been the original Trustee who had executed this deed.

Eleventh

Said Trustee hereby accepts and covenants and agrees to and with said Rail Road Company faithfully to execute said trust.

In witness whereof said Railroad Company has hereto affixed its Corporate Seal, and caused the same to be subscribed by its President and Secretary, and the Trustee has subscribed his name and affixed his seal the day and year first above written.

La Crosse & Milwaukie Rail Road Company
By. A. P. Stanton
President

Lockwood L. Doty Secretary of the La Crosse
William Barnes Trustee & Milwaukie Railroad Company.

Signed Sealed executed and delivered in our presence
of the La Crosse & Milwaukie Rail Road Company
by A. P. Stanton President, and of William Barnes
the said Trustee.
Clark B. Cochrane
J. C. Cary

Signed executed and delivered in our presence of
Lockwood L. Doty Secretary of said La Crosse and
Milwaukie Rail Road Company
Edward P. Wheeling
P. A. Johnson

State of New York
County of Albany } ss.

Be it remembered that on this second day of July in the year One thousand eight hundred and fifty eight before me, the subscriber, a Commissioner in and for said State, appointed by the Governor of the State of Wisconsin to take the acknowledgment and proof of the execution of deeds or other conveyances or leases, and of any contracts, letter of Attorney, or other writing under seal or not, administer oaths, and take and certify depositions to be used, or recorded in the State of Wisconsin, appeared Nehemiah P. Stanton, described in and who executed the above instrument in writing as the President of and in behalf of the La Crosse and Milwaukie Rail Road Company, and acknowledged that he executed the said instrument as President as aforesaid, freely for the purposes therein stated, and I certify that the said person who made the said acknowledgment is personally known to me to be the individual described in, and who executed the said instrument. And the said Nehemiah P. Stanton being by me duly sworn says that he is the President of the La Crosse and Milwaukie Railroad Company, the above named Corporation and that the seal affixed to the above instrument is the Corporate seal of the said Corporation, and that the said Corporate seal and his signature were affixed to said instrument by the authority and direction of said Corporation and by order of the Board of Directors thereof.

In witness whereof I have hereunto set my hand and seal of office at my office No. Stands, one State Street in the City of Albany the day and year above written.

Edward Wade
Commissioner of the State of Wisconsin in and for the State of New York

State of New York
County of Albany } S.S.

Be it remembered that on the second day of July in the year one thousand eight hundred and fifty Eight before me the subscriber a Commissioner in and for said State, appointed by the Governor of the State of Wisconsin to take the acknowledgements and proof of the execution of deeds or other conveyances or leases, and of any contracts, letter of attorney or other writing under seal or not, administer oaths, and take and certify depositions to be used or recorded in the State of Wisconsin appeared William Barnes described in and who executed the above instrument of parties believer him as one of the parties thereto and the La Crosse and Milwaukee Rail Road Company the other party thereto, and the said William Barnes acknowledged that he executed the said instrument freely for the purposes therein stated, and identify that the person who made the said acknowledgement is personally known to me to be the individual described in and who executed the said instrument

In testimony whereof I have hereunto set my hand and
L S seal of official at my office in Seneca, on State Street, in the City
of Albany the day and year first above written

Given under my hand the day and year aforesaid Edward Wade
Commissioner of the State of Wisconsin in and for the State
of New York

State of Wisconsin
County of Milwaukee } S.S.

Be it remembered that on this Seventh day of July eighteen hundred and fifty Eight before me personally appeared Lockwood L Doty to me well and personally known to be the person described in and who executed the above instrument in writing as Secretary of and in behalf of the La Crosse and Milwaukee Rail Road Company, and acknowledged that he executed the same freely, and as the free act and deed of the said La Crosse and Milwaukee Rail Road Company, for the uses and purposes therein mentioned, and the said Lockwood L Doty being by me duly sworn says that he is the Secretary of the La Crosse and Milwaukee Rail Road Company the above named Corporation, and that the seal affixed to the above instrument is the corporate seal of the said Corporation, and that the said Corporate seal and his signature were affixed to said instrument by the authority and direction of said Corporation and by order of the Board of Directors thereof

In testimony whereof I have hereunto set my hand and
L S affixed my notarial seal

E Mariner
Recorded July 8th 1858 at 8 o'clock A.M. Notary Public. Milwaukee County
Wisconsin

Copy Supplementary Trust or mortgage Deed

Indenture made the Eleventh day of August in Thousand Eight hundred and fifty eight between the La Crosse and Milwaukee Rail Road Company, a corporation created by the Legislature of the State of Wisconsin, party of the first part and William Barnes of the City of Albany and State of New York, Trustee as hereinafter mentioned, and under and by virtue of an indenture made by and between said Corporation and said Barnes on the twenty first day of June, One thousand eight hundred and fifty Eight party of the second part

Whereas, the Congress of

the United States by an act Approved June 3d 1856. entitled "An act granting public lands to the State of Wisconsin to aid in the construction of Railroads in said State" did enact as follows:

Section 1

Be it enacted by the Senate and House of Representatives of the United States of America, in congress assembled, That there be and is hereby granted to the State of Wisconsin, for the purpose of aiding in the construction of a Railroad from Madison to Columbus, by way of Portage City, to the St Croix River or Lake between Townships twenty four and thirty one, and from thence to the west End of Lake Superior and to Bayfield, and also from Fond du Lac on Lake Winnebago, northerly to the State line every alternate section of land designated by odd numbers, for six sections in width on each side of said Roads respectively. But in case it shall appear that the United States have, when the line or route of said Roads are definitely fixed, sold any Sections or parts thereof granted as aforesaid, or that the right of preemption has attached to the same, then it shall be lawful for any agent or agents to be appointed by the Governor of said State, to select subject to the approval of the Secretary of the Interior from the lands of the United States nearest to the tier of Sections above specified, as much land in alternate Sections or parts of Sections, as shall be equal to such lands as the United States have sold or thereto appropriated, or to which the right of preemption has attached as aforesaid, which lands thus selected in lieu of those sold and to which preemption has attached as aforesaid together with the sections and parts of sections designated by odd numbers as aforesaid and appropriated as aforesaid shall be held by the State of Wisconsin for the uses and purpose aforesaid Provided, That the lands to be so located shall in no case be further than fifteen miles from the line of the Roads in each case, and selected for and on account of said Roads. Provided further, That the lands hereby granted shall be exclusively applied in the construction of the road for which they was granted and selected and shall be disposed of only as the work progresses and the same shall be applied to no other purpose whatsoever.

And provided further, That any and all lands granted by the United States by an Act of Congress for the purpose of aiding in any object of internal improvement or in any manner for any purpose whatever be and the same are hereby reserved by the United States from the operation of this act, except so far as it may be found necessary to locate the route of said Railroads through such reserved lands, in which case the right of way only shall be granted, subject to the approval of the President of the United States

Sec 2.

And be it further enacted, That the Sections and parts of Sections of land which by said grant shall remain to the United States, within six miles on each side of said roads, shall not be sold for less than double the minimum price of the public lands when sold, nor shall any of the said lands become subject to pre-emption entry, until the same have been first offered at public sale at the increased price

Sec 3.

And be it further enacted, That the said lands hereby granted to said State shall be subject to the disposal of the Legislature thereof, for the purposes aforesaid, and no other and the said Railroads shall be and remain public highways, for the use of the Government of the United States, free from toll or other charge upon the transportation of property or troops of the United States

Sec 4. And be it further enacted, That the lands hereby granted to said State shall be disposed of by said State only in the manner following, that is to say, that a quantity of land not exceeding One hundred and twenty Sections, and included within a continuous

length of twenty miles of road be prudently may be sold, and when the Governor of said State shall certify to the Secretary of the Interior that any twenty of contiguous miles of either of said roads are completed, then another like quantity of land hereby granted may be sold, and so from time to time until said roads are completed; and if said Roads are not completed within ten years, no further sales shall be made, and the land unsold shall revert to the United States.

Sec 5. And be it further enacted, That the United States mail shall be transported on said roads under the direction of the Post office department at such prices as Congress may by Law direct. Provided, That until such price is fixed by law the Post master General shall have the Power to determine the same. Approved June 3d 1836.

And whereas, the Legislature of said State of Wisconsin subsequently passed an act approved October 16 1836 which is in the following words "An act to grant certain lands to the La Crosse and Milwaukie Railroad Company, and to effect the trust created by an Act of Congress entitled "An act granting Public Lands to the State of Wisconsin to aid in the Construction of Railroads in said State" Approved June 3d 1836. The people of the State of Wisconsin represented in Senate and Assembly do enact as follows

Section 1. The La Crosse and Milwaukie Railroad Company is hereby authorized and empowered to survey, locate, construct complete, and perpetually to have use, maintain and operate Railroads with one or more tracks or lines from the City of Madison, in the County of Dane, and from the Village of Columbus in the County of Columbia, on the most direct and feasible Route, by the way of Portage City, to the St Croix River or Lake, between Township twenty five and thirty one, and from thence to the west end of Lake Superior and to Bayfield and shall have possess, operate and enjoy the same rights, privileges, functions franchises authority and immunities with reference to the said routes, or any Rail road to be built thereon, as to now possess and enjoy with reference to any route this now authorized to occupy, or any Rail road built, or to be built thereon; and there is hereby conferred upon the La Crosse and Milwaukie Railroad Company all the power and authority contained in the Charter of said Company, and in the acts amendatory thereof, for the purpose of carrying out the objects of this act, and of appropriating and applying the lands herein after in this act granted, or their proceeds to aid in the Construction of Railroads by this act authorized to be built.

Sec 2. The said Roads shall be constructed on the most direct and feasible routes from Madison to Portage City, and from Columbus to Portage City, and simultaneously as nearly as practicable, and both of them shall be completed by the last day of December A.D. 1838. And for the Purposes of estimating and selecting lands granted by Congress, the City of Madison is hereby designated as the Point of Commencement of said Roads, and the whole of the Railroads hereby authorized to be Constructed, shall be constructed by said La Crosse and Milwaukie Rail Road Company within ten years from the 2d day of June A.D. 1836.

Sec 3. The said La Crosse and Milwaukie Railroad Company shall never stop the Defence of usury to any Contract, in any Court whatsoever, it may purchase and own Rail, Chairs, Spikes, Engines, Tenders, Cars, and all other things necessary and useful for the Construction or operation of a Rail Road, and sell the same and shall also have power and authority to operate its said roads, or either of them

in connection with any and all other Railroads which may now, come to be connected with the said Railroads, or either of them upon such terms, as shall be mutually agreed upon by and between the said Companies. Provided however, That the said La Crosse and Milwaukie Railroad Company, in making any such Contracts as last aforesaid shall give no preference to one Company, over any other such Company or Companies, as last above mentioned, but all such Companies shall be put upon the same equal terms. And provided also, That if the said La Crosse and Milwaukie Railroad Company, and such other Railroad Company as may desire a running Connection with the same, shall at any time not be able mutually to agree upon the terms of such connections, then, and in that case either Party may apply to the Circuit Court of the Circuit in which such Connection may be sought, and the said Circuit Court shall appoint three Commissioners whose duty it shall be forthwith to proceed to examine and adjust the terms on which the said Connection shall be had, and the said award of terms of Connection shall be filed in the office of the Secretary of State, and shall be binding on both parties for the term of two years. Such application shall be on not less than ten days notice in writing, to be given by the party making such application to the adverse party.

Sec 4. For the purpose of aiding in the construction of the Railroads ordered by this act the said La Crosse and Milwaukie Railroad Company is authorized to contract, all the interest and estate, powers and prerogative of this State in and to any and all the lands granted by the Government of the United States to the State of Wisconsin for the purpose of aiding in the Construction of a Railroad from Madison to Columbus by way of Portage City to the St Croix River or Lake, between Townships twenty five and thirty one, and from thence to the west end of Lake Superior and to Bayfield, by virtue of an act of Congress entitled "An act granting a portion of the Public Lands to the State of Wisconsin to aid in the Construction of Rail Roads" approved June 3d 1836, together with all and singular the rights privileges and immunities conferred and intended to be conferred by the said act of Congress, as hereby granted to the said La Crosse and Milwaukie Railroad Company. Provided That the said lands shall be exclusively applied in the Construction of that road for which it was granted and selected and shall be disposed of only as the work progresses and the same shall be applied to no other purpose whatsoever. And provided further, That the title to said lands shall revert to the said La Crosse and Milwaukie Railroad Company in the manner following, that is to say, whenever twenty Continuous miles of said roads shall have been completed, so as to admit of running regular trains on the same, the Governor of said State shall certify to the Secretary of the Interior the fact that said twenty Continuous miles of said roads are completed as aforesaid then the title to four hundred and forty Sections of said lands shall revert to the La Crosse and Milwaukie Railroad Company, and when a second Continuous twenty miles of said road shall have been completed, so as to admit of running regular trains of Cars on the same, the Governor shall certify as before and thereupon a further quantity of One Hundred and twenty Sections of said lands shall revert to said Company, and so from time to time until said roads are Completed, and it shall be the duty of the Governor so to certify to the Secretary of the Interior whenever any such twenty miles are completed so as to admit running regular trains of Cars on the same; and the Governor of the State shall in his official Capacity and on behalf of the State, and under the Great Seal thereof, grant and deliver to the La Crosse and Milwaukie Railroad Company whenever it shall by virtue of the provisions of this Charter be entitled to any of said lands, a deed in fee simple of any and all the lands to which said Company shall be entitled. Provided That said Company shall not sell any of said lands until twenty miles of said road shall be completed, so as to admit of running regular trains on the same, and so on from time to time, so that the sales of lands by said

Company shall never open'd sell sections of lands for every mile of Road so completed.

Sec 5

The location and designation of the route and line of the said roads shall be made by the said La Crosse and Milwaukie Railroad Company, and the same shall from time to time, and as fast as practicable, be reported to the Governor of the State. The selection of lands as provided for in the Act of Congress hereinbefore mentioned shall be made by such agents as may be appointed by the Governor of the State, such selection as well as the survey, location, and completion of said roads, and the compensation of such agents shall be at the cost and charge of said Company, without charge of any kind upon the Treasury of the State of Wisconsin. Said railroads, which shall be constructed by the application of funds derived from the lands herein granted, shall be and remain public highways for the use of the Government of the United States, free from any toll or other charge upon the transportation of property, troops of the United States, and the United States Mail shall be transported over said roads under the direction of the Post office Department, as provided in said Act of Congress

Sec 6.

In consideration of the grants, privileges and franchises herein conferred upon the said La Crosse and Milwaukie Railroad Company, for the purposes aforesaid, the said Company shall on or before the first day of March in each year pay into the Treasury of the State such sum as is by the existing laws of the State required to pay in place of taxes upon the road now constructed, or which it may hereafter construct under the present Charter, and in addition thereto shall pay into the Treasury of the State, on or before the first day of March in each year five per centum on the gross earnings of said road to be built by said Company in pursuance of the powers and authority conferred by this act, for the year ending on the last day of the preceding December, in place of taxes on that portion of the said Rail Road so to be constructed; and for the purpose of ascertaining the gross earnings aforesaid, an accurate account of such earnings shall be kept by said Company an abstract whereof shall be furnished by said Company to the Treasurer of this State, on or before the first day of February in said year, the truth of which abstract shall be verified by the affidavits of the Treasurer and Secretary of said Company, and for the purpose of ascertaining the truth of said affidavits and the correctness of said abstracts, full power is vested in the Governor of this State, or any other person appointed, as may be by Law prescribed, to examine the books and papers of said Company, and to examine under oath the officers, agents, and employees of the said Company and other persons, and if any person so examined by the Governor or other authorized person shall knowingly & willfully swear falsely, concerning the matter aforesaid, every such person is hereby declared to have committed perjury; and for securing to the State the payment of the aforesaid per centum, it is hereby declared that the State shall have a lien upon the Rail Road of the said Company, and upon all other property, estate and effects of said Company, whether real personal or mixed, and the lien hereby secured by the State shall take and have precedence of all demands, claims and judgements against the said Company

The first payment shall be made on the first day of March next after fifty miles of said road shall be completed, and such payment shall be in lieu and in full of all claims of the State for the grant hereby made and in consideration of such annual payment the said Company shall be forever exempt from all assessments and taxes whatever by the State, or by any County Town City Village or other municipal authority in the State (except special taxes for the improvement of streets and side walks) upon all stock in the said La Crosse and Milwaukie Rail Road Company, whether belonging to said Company, or individually or any of its franchises or estate, real personal and mixed held by said Company, and necessary for the operation of said Rail Road, and said lands granted by said Act of Congress, and such authority to be conveyed to the La Crosse and Milwaukie Rail

Road Company, shall be exempt from all taxation herein and by virtue of the laws of this State for the period of ten years after the passage of this act, unless sooner sold, conveyed or leased by the said La Crosse and Milwaukie Rail Road Company, and it shall then become a proper subject of taxation upon the said Company and all the appurtenances and stock thereof, for all dues which may accrue to the State from said Corporation as herein provided, which lien of the State shall take precedence of all demands, judgements & decrees against said Corporation

Sec 7.

Within five years after the title of said lands shall become vested in the said Rail Road Company the same of any shall remain unsold, shall be offered for sale in limited quantities at fair prices. Preference being given to actual settlers

Sec 8.

The said La Crosse and Milwaukie Rail Road Company shall have full power and authority to transport persons and property in boats, vessels, barges or other water crafts, on any navigable water, which any portion of this Railroad may touch, or connect with, and to receive and collect reasonable compensation for the same, and for that purpose may purchase & build and own such vessels, boats, barges and other water crafts as it may require.

Sec 9.

The said La Crosse and Milwaukie Rail Road Company shall be capable in law of taking and holding any lands granted by the government of the United States or of this State to aid in the Construction of Rail Roads, which shall be conveyed to said Company by this act or by deed, or by operation of law, and may also mortgage or pledge, or otherwise dispose of all their right title claim or demand of, in or to any lands, or interest in lands, granted to said Company by this act, and in any other estate, real personal or mixed of which they may be seized at the time of execution of such mortgage, or which they may acquire subsequent thereto, in such manner, and on such terms as the Directors may think proper

Sec 10.

In case the La Crosse and Milwaukie Rail Road Company shall construct the said Road which by this act it is authorized to construct, or any part of it, upon or over any route, upon or over which any other Railroad Company is authorized to construct a Railroad and upon or over which it has prior to the passage of this act actually surveyed or located its line of Railroad, it shall be the duty of the La Crosse and Milwaukie Railroad Company to settle with such Railroad Company upon principles of justice and equity, for all its property and rights of property, which the said La Crosse and Milwaukie Railroad Company shall take or injure or destroy, and the latter Company shall pay to any such Company, whose property & rights of property shall be thus taken, injured or destroyed, whatever the same is reasonably worth, said payment to be made in money bonds, stock or lands, or in such other manner as said Company shall mutually agree. And if the said Companies cannot mutually agree upon the amount of compensation to be made, by the said La Crosse and Milwaukie Rail Road Company, to such other Company, for the property and rights of property which said La Crosse and Milwaukie Rail Road Company shall so as aforesaid take injure and destroy, then and in that case, each of said Companies shall select a disinterested Engineer, and the Engineers so selected shall choose a third person, and in case they cannot agree upon such third person, the Governor shall appoint such third person; and the three persons so selected shall constitute a Board of Commissioners whose duty it shall be to ascertain, determine and award the amount of compensation which the said La Crosse & Milwaukie Rail Road Company ought in justice and equity to make to said other Rail Road Company for the property and right of property, which shall be so as aforesaid taken injured or destroyed,

Sec 11.

This act, and all grants herein contained, shall cease and be void, unless the said La Crosse and Milwaukie Rail Road Company shall accept of the same within five days

after the passage of this act, and such acceptance shall be by a resolution adopted by the Directors of said Company, a copy of which duly certified by the Secretary of said Company, under its corporate seal, within said period of five days from the passage of this act, shall be deposited in the office of the Secretary of State. And in case the said La Crosse and Milwaukie Railroad Company, shall not at the provisions of this act, the Legislature may repeal this act, and may revoke all and singular the rights and franchises herein conferred so far as the same has not been performed and fulfilled and so far as the rights and privileges hereby granted have not become complete and absolute

Sec 2.

All the property which the said La Crosse and Milwaukie Rail Road Company is authorized to appropriate, take, possess, hold, use or enjoy by making payment therefor as in this act provided, is hereby declared to be taken for public use, so soon as the said Company shall so appropriate, take, possess, hold or use the same.

Sec 3.

The Capital Stock of the La Crosse and Milwaukie Railroad Company is hereby increased two million dollars over and above its present Capital, and within three months after the passage of this act, said Company shall open books for subscription to said increased Capital stock, after the giving at least thirty days notice thereof in two newspapers, one published in the City of Milwaukie, and one published in the City of Madison. Said books shall be opened in the City of Milwaukie, and shall be kept open for not less than three days, and all persons shall be permitted to subscribe to said stock on the payment to the Treasurer of the Company of five per cent of the amount subscribed in cash; but no one person shall be allowed to subscribe for more than two hundred and fifty shares of said stock; and in case the number of shares subscribed shall exceed the amount of two million of dollars, the same shall be reduced pro rata, so that said amount, by deducting such sums as may be necessary pro rata from each of the several subscriptions, and all of the shares of stock so subscribed shall be subject to calls for instalments thereon in like manner, as the other Stock of said Railroad Company.

Sec 4.

This is hereby declared that in the judgment of the Legislature of this State, the objects of the Corporation named in this act can not be attained under or by general laws

Sec 5.

The La Crosse and Milwaukie Railroad Company shall forever keep in parcels, as it shall from time to time operate the same, within one year after it shall commence the operation of any and every such parcel, until the whole of such Railroad shall be in a good proper and substantial manner fenced throughout the entire extent thereof.

Sec 6.

This act is hereby declared to be a public act, and the same shall immediately after the passage thereof, be printed by the State Printer, and when thus published, shall take effect and be in force.

And whereas, the said Railroad Company, after the passage of said last mentioned act, and on the same day duly accepted the same by a resolution adopted by the Directors of said Company, a copy of which, certified by the Secretary of said Company under its Corporate Seal was on the same day deposited in the office of the Secretary of State:

And whereas the said Railroad Company for the purpose of providing for and securing the payment of its floating debt, and for other purposes by them determined before the date of the Indenture hereinafter mentioned dated June 21st A.D 1858 between said Company of the first part, and said Parsons as Trustee, of the second part, to issue its bonds for a sum not exceeding two millions of Dollars in the aggregate, embracing one thousand bonds, of One thousand Dollars each, fourteen hundred bonds of five hundred dollars each, and three thousand bonds of One hundred Dollars

each, with interest warrants or coupons in the usual form attached.

And whereas also the said La Crosse and Milwaukie Railroad Company by certain and deliverable to said party of the second part an Indenture, dated on the 21st day of June A.D 1858 recorded in the office of the Secretary of State of the State of Wisconsin on the 8th day of July A.D 1858 in book of Railroad Mortgages on pages 342. 343. 344. 345. 346. 347. 348. by which the said Railroad Company conveyed to said William Barnes, party of the second part, as Trustee for the holders of said Bonds as therein specified, all and singular the railroad of said Company, commencing in the City of Milwaukie and running from thence to La Crosse, a distance of about two hundred miles (200) including all and singular the several tracts, pieces or parcels of land which constituted or might thereafter constitute the site of the Roadways, turnouts, Engine houses, workshops, depots and other buildings, and all other lands, which might thereafter constitute a part of or appertain to said Railroad and also the property, real and personal, and all the rights, privileges liberties and franchises, as by reference thereto will more fully and at large appear.

And whereas, also the said Indenture contains a covenant and agreement on the part of the said La Crosse and Milwaukie Railroad Company, to make execute and deliver to said Wm Barnes as Trustee as aforesaid all necessary and proper further conveyances and assurances

And whereas, the said Trustee has required the execution and delivery of this further conveyance:

Now therefore this Indenture witnesseth that said La Crosse and Milwaukie Railroad Company, in consideration of the premises, and of the mutual promises herein contained, and the sum of One dollar paid by the said party of the second part to said party of the first part, the receipt of which is hereby confessed and acknowledged, has granted, bargained, sold, conveyed, and confirmed, and does by these presents, grant bargain, sell convey and confirm unto said party of the second part, all and singular the Railroad of said Company commencing in the City of Milwaukie, and running from thence to La Crosse a distance of about two hundred miles (200) and also the Railroad of said Company, commencing in the Village of Madison, and running from thence by way of Portage City to the Wisconsin River at Lodi a distance of about two hundred and sixty eight (268) miles, and also the Railroad of said Company commencing in the Village of Columbus and running from thence to Portage City, a distance of about Forty miles, a part of which Roads have been constructed and are now in full operation, and the residue are in process of construction; and all other Rail Roads built or to be built and constructed by said Company, or which they have a right to construct by or under any Corporate or other right, privilege or franchise now or hereafter granted or given, or which may be hereafter granted or given to said La Crosse and Milwaukie R. R Co by the Legislature of the State of Wisconsin, or from any other source or in any other manner whatsoever, including all and singular the several tracts, pieces or parcels of land which now are, or hereafter may be, or constitute the site of the Roadways, turnouts, Engine Houses, workshops, depots and other buildings, and all other lands and real estate which now constitute or hereafter may constitute or be a part of or appertain to said Railroads, and including also all and singular the lots, lands and real estate whatsoever, which the said Railroad Company now own, or which they shall hereafter acquire by purchase grant gift or otherwise in the Cities of Milwaukie and La Crosse, or in the vicinity of either of said Cities, and all improvements made or to be made thereon, and all rights of dockage and wharfage, and all other appurtenant rights, privileges and franchises appertaining thereto, for a particular description of which lands already acquired reference is made to the various deeds of the same to the said Company

And also all

and singular the superstructure of said Railroads which are now made or to be made hereafter and all the engine houses, machine shops, depots, and other buildings, and all the other improvements in or appertaining to said Rail Roads, which are now built or made or to be built or made hereafter

And also all and singular the locomotive Engines and other Rolling Stock, and all the other equipments of every kind and description, which have already been or may hereafter be procured for or used on said Railroads, and all the materials tools implements and utensils, and other personal property, which have been or may hereafter be procured for or used in connection with said Railroads

And also all and singular the rights liberties privileges and franchises of said LaCrosse and Milwaukie Railroad Company of every kind and description

And also the said LaCrosse and Milwaukie Railroad Company by these presents grant bargain sell convey and confirm unto said party of the second part, all and singular the lands granted or intended to be granted to said Railroad Company under or by virtue of the Act of Congress and the act of the Legislature of the State of Wisconsin hereinbefore mentioned, together with all and singular the hereditaments and appurtenances belonging or in any wise appertaining to the lands and real estate hereby conveyed or intended to be conveyed

And also all and singular the Stock, Railroad or other Bonds bills of exchange, promissory notes accounts, causes of action, demands and choses in action of what soever nature, which may be owned or invested the said Rail Road Company may have on interest or such day as the said Railroad Company may first make default in the payment of the interest or principal or any part thereof, which may hereafter become due on any of the said bonds issued or to be issued by said Company

And it is hereby declared to be the intention of the parties to these presents to convey absolutely in said party of the second part, all the property, real personal and mixed of said Railroad Company to be acquired or vested, hereafter as and that which has been already acquired or vested, together with all the rights, liberties, privileges and franchises of said Rail Road Company, as fully and amply, as the same might be conveyed if said Railroads had already been fully built, constructed and equipped, and the particular lands granted by the foregoing Acts of Congress and the said Legislature had already been fully designated and duly conveyed and duly patented to said Railroad Company, according to the provisions of said Acts.

And the said LaCrosse and Milwaukie Railroad Company party of the first part, does hereby covenant, grant, bargain, promise and agree to and with the said party of the second part, and his successors, grantees, and assigns, to warrant and forever defend the above described and granted premises, lands, tenements and every part and parcel thereof, and also all the property, real personal, and mixed, now vested or acquired, or hereafter to be vested or acquired and also all the rights property, real personal and mixed, choses in action privileges and franchises above conveyed or intended to be conveyed, unto the said party of the second part, his successors grantees or assigns against the said party of the first part, and against all and every other person or persons Body or Corporations lawfully claiming, or to claim the same or any part thereof, subject nevertheless to all legal liens already existing upon the property and franchises above mentioned

To have and to hold all and singular the said property, real personal and mixed, and choses in action with the hereditament, and appurtenances, and all and singular the rights, liberties, privileges and franchises, hereby conveyed, or intended to be conveyed subject to the aforesaid existing legal liens, to the aforesaid party of the second part, and his successors and its assigns forever.

Nevertheless upon the trusts terms and conditions hereinafter expressed, and also expressed in the said indenture made and executed by and between

said parties on the 21st day of June A.D. 1858.

First

Until default shall be made in the payment of said bonds, or some of them, or in the payment of the interest thereon, or some part thereof, the said Railroad Company shall be suffered and permitted to hold and enjoy said Railroads, with all the equipments and all other things appertaining to the same, and have the same, and to take and receive the profits thereof to their own use, in the same manner as though this deed had not been made

Second

In case default for the space of fifteen days shall be made in the payment of any of said interest warrant coupons as they respectively fall due, or if default for a like period shall be made in the payment at maturity of the Principal sum of money mentioned or any of the said bonds, then and in either of said cases, it shall be lawful and said Trustee is hereby authorized in his discretion, either in person or by his Attorney or Attorneys, agent or agents to take into and upon and take possession of all and singular the Railroads and all the other property, real personal and mixed, and choses in action hereinbefore conveyed, or intended to be conveyed, and to take and receive the income and profits thereof, and to take possession of all books, documents, maps and papers relating thereto, and to sell all and singular said Railroads and said other property, real personal and mixed, and choses in action, with all the rights liberties privileges and franchises of said Railroad Company, either at public or private sale, and to execute and deliver to the purchaser or purchasers deeds and conveyances which shall be sufficient purchase or purchases all the estate, right title and interest whether legal or Equitable of said Trustee and said Railroad Company of in and to the said property rights liberties privileges and franchises and every part and parcel thereof.

But before any sale shall be made at Auction notice of such intended sale shall be published once in each week for three weeks at the least in two newspapers published in the City of Newyork, and in a Newspaper published in the City of Milwaukie and thence any further notice required by the laws of the State of Wisconsin the same shall be given. And in case default shall at any time be made in the payment of the interest on any of the Bonds then outstanding or in case default shall be made in the payment of the principal sum of money mentioned in said Bonds, or any of them, at maturity, then and in either of said cases said Trustee, or the matter request of the holder or holders of bonds then outstanding to the amount in the aggregate of One Hundred thousand dollars shall proceed to make such sales and conveyances as is above mentioned.

Third Said Rail Road Company Covenant and agrees to and with said Trustee, and his Successor or that said Company will from time to time, during the continuance of the trust, make, grant Cause to be duly Recorded and deliver to said Trustee all such further Conveyances and assurances and will do all such further acts and things as may either be necessary or proper for more effectually vesting in said Trustee all such right title interest or Estate both Legal and Equitable, as said Rail Road Company now has or may hereafter acquire of in or to all and each and every part of the Property hereby Conveyed or intended to be Conveyed, together with the rights liberties, privileges and franchises aforesaid

Fourth

Said Rail Road Company will cause this indenture to be duly recorded in all proper places, and will do whatever else may be necessary or proper to give full effect to the Convey and and will pay and discharge all taxes Charges liens and other burdens which either said or may hereafter arise or be imposed upon the property hereby Conveyed or intended to be Conveyed and the Trustee assumes no duty or responsibility on these subjects or any of them, nor in relation to any other matter or thing except as herein provided.

Fifth

The Trustee is hereby authorized to appoint all such attorneys, Counsellors, Clerks and other Agents in addition to those provided for in said original Indenture executed by and between said parties on the 21st day of June 1858, and recorded as above mentioned as he may deem proper in the execution of the trusts, and shall not be answerable for the defaults or other misconduct of said Attorneys, Counsellors Clerks or other Agents, unless charged with culpable negligence in their appointment, nor shall the Trustee be responsible for any thing short of gross negligence or wilful default in the discharge or omission of the discharge of any of his duties.

And it is hereby expressly declared granted covenanted and agreed by the said Railroad Company that the provisions herein contained for the security of said bonds are in addition to the provisions, liens and securities made or created in that behalf in the said original deed of trust or mortgage executed by and between said parties, bearing date June 21st 1858 and recorded as aforesaid, and that all such original provisions, liens and securities are to remain in full force and effect, and also that all provisions in said original deed of trust or mortgage for the benefit or protection of said Trustee are to remain in full force and effect, and are to be applicable to all acts and actions or omissions had under this Indenture, in the same manner as if all the provisions thereof had been inserted and incorporated in said original trust deed or mortgage.

Said Trustee hereby accepts and covenants and agrees to and with said Rail Road Company faithfully to execute said trust.

In testimony whereof, said Railroad Company has hereunto affixed its Corporate seal, and caused the same to be subscribed by its President and Secretary, and the Trustee has subscribed his name and affixed his Seal the day and year first above written.

Seal — La Crosse & Milwaukee R R Company

La Crosse & Milwaukee Railroad Company

By N P Stanton President

Lockwood L Doty Secretary

William Barnes Trustee

Signed sealed executed and delivered in presence of the La Crosse and Milwaukee Rail Road Company by N P Stanton President

Byron Kilbourn

J W Beaver

Signed executed and delivered in presence of L Lockwood L Doty Secretary of said La Crosse and Milwaukee Rail Road Company

Edward P Whaling

J W Beaver

Signed sealed executed and delivered in presence of John J White William Barnes the said Trustee

Isaac Edwards

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on the twenty fourth day of August Eighteen hundred and fifty Eight before me personally appeared Nehemiah P Stanton, described in and who executed the above instrument in writing as the President of and in behalf of the La Crosse and Milwaukee Rail Road Company and acknowledged that he executed the said instrument as President aforesaid freely

for the purposes therein stated; and I certify that the said person who made the said acknowledgment is personally known to me to be the individual described in and who executed the said instrument. And the said Nehemiah P Stanton being by me duly sworn, says he is the President of the La Crosse and Milwaukee Railroad Company the above named Corporation, and that the seal affixed to the above instrument is the Corporate seal of the said Corporation, and that the said Corporate seal and his signature was affixed to said instrument by the Authority and direction of said Corporation, and by order of the Board of Directors thereof.

In testimony whereof, I have hereunto set my hand and Seal official at my office in — Third Street in the City of Milwaukee the day and year first above written.

Seal

Edward P Whaling
Notary Public
Milwaukee County
Wisconsin

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on this 24th day of August Eighteen hundred and fifty Eight before me personally appeared Lockwood L Doty to me well and personally known to be the person described in, and who executed the above instrument in writing as Secretary of and in behalf of the La Crosse and Milwaukee Rail Road Company, and acknowledged that he executed the same freely, and as the free act and deed of said La Crosse and Milwaukee Rail Road Company, for the uses and purposes therein mentioned, and the said Lockwood L Doty, being by me duly sworn, says that he is the Secretary of the La Crosse and Milwaukee Rail Road Company the above named Corporation, and that the seal affixed to the above instrument, is the Corporate seal of the said Corporation, and that the said Corporate seal and his Signature was affixed to said instrument by the Authority and direction of said Corporation, and by order of the Board of Directors thereof.

In testimony whereof I have hereunto set my hand and Seal official at my office in Third Street in the City of Milwaukee the day and year above written.

Seal

I have under my hand and official seal the day and year above written.

Edward P Whaling
Notary Public
Milwaukee County Wis

State of New York
County of Albany } ss.

Be it remembered that on the fifteenth day of August in the year One thousand Eight hundred and fifty Eight before me the Subscriber a Commissioner made for said State, appointed by the Governor of the State of Wisconsin to take acknowledgments and proof of the execution of deeds or other conveyances or leases, and of any contract, letter of attorney, or other writing under seal and to administer oaths, and take and certify depositions to be used or to be read in the said State of Wisconsin appeared William Barnes, described in, and who executed the above instrument of writing between him as one of the parties thereto, and the La Crosse and Milwaukee Railroad Company, the other party thereto, and the said William Barnes acknowledged that he executed the said instrument freely for the purposes therein stated, and I certify the said person who made the said acknowledgment is personally known to me to be the individual described in and who executed the said instrument.

In testimony whereof I have hereunto set

my hand and seal of office at my office in Sauk County, on State Street, in the City of Albany the day and year first above written

Given under my hand and official seal the day and year above written

Edward Wade
Commissioner of the State of Wisconsin
in and for the State of New York

Recorded Sept 1st 1858 at 10 o'clock A.M.

Recorded in full June 1st 1859 at 4 o'clock P.M.

✓ Milwaukee & Mississippi R. R. Co.
Thos. L. Ogden, Trustee.

Whereas on the fifteenth day of March in the year of our Lord one thousand eight hundred and fifty eight, the Milwaukee & Mississippi Rail Road Company of the first part, and Thomas L. Ogden of the second part executed to the said Thomas L. Ogden a mortgage of that date to secure the payment of bonds to the amount of one million & eight hundred thousand Dollars, as therein specified;

And whereas it is provided in said mortgage that two hundred and fifty thousand Dollars, parcel of said one million & eight hundred thousand Dollars shall be of the denomination of one thousand Dollars;

And whereas it is deemed to be the interest of the said Railway Company, as well as the interest of the several parties to whom said two hundred and fifty thousand Dollars of bonds may be issued (none of the same having yet been issued), that the denomination or amount of each of said bonds should be changed from one thousand Dollars to the denomination of two hundred and fifty Dollars, but the amount thereof not to be increased;

This therefore is to witness, that the said Milwaukee & Mississippi Rail Road Company, party of the first part, with the assent of the said party of the second part, have deemed it advisable to issue one thousand bonds of the denomination of two hundred and fifty Dollars each, and to be numbered from number one thousand nine hundred and one A consecutively to number two thousand and nine hundred A, both numbers inclusive, in lieu of two hundred and fifty bonds of one thousand Dollars each, as specified in said mortgage, but to be dated on the fifteenth day of March A.D. 1858, and in other respects to be as described in said mortgage, and bearing seven per cent interest. And the remaining six hundred bonds of one thousand Dollars each in said mortgage last specified are to be numbered from two thousand nine hundred and one A to number three thousand and five hundred A, both numbers inclusive, and to bear seven per cent interest, and to be in all other respects as described in said mortgage

And the party of the first part covenants and agrees to and with the party of the second part, that they will pay the principal and interest of said bonds in the ~~said mortgage~~ same manner as provided in the ~~same~~ mortgage, the object of this instrument being to describe the bonds more particularly than they were described in the said mortgage

In witness whereof, the party of the first part on this ninth day of July in the year of our Lord one thousand eight hundred and fifty nine, by order of the Board of Directors passed on the 14th day of June last, have hereto caused to be affixed their corporate seal, and these presents to be signed by their President and Secretary, at Milwaukee, Wisconsin.

L. S.

And the said party of the second part has hereto set his hand and seal

Milwaukee & Mississippi Rail Road Co. by
John Catlin, President
Wm. Saunton, Secretary

In presence of:
David B. Ogden
A. G. Miller jr.

Thomas L. Ogden
Trustee

State of Wisconsin }
City & County of Milwaukee }

On this 9th day of July one thousand eight hundred and fifty nine before me the subscriber personally appeared John Catlin, William Saintor and Thomas L. Ogden, to me known to be the same persons described in and who executed the foregoing indenture, and they respectively acknowledged the execution of the same as President and Secretary of the Milwaukee & Mississippi Rail Road Company, and Thomas L. Ogden as Trustee for the third mortgage bond holders. And the said John Catlin and William Saintor, being by me severally sworn, did depose and say as follows: The said John Catlin did say that at the date and execution of the foregoing indenture, he was the President of the said Rail Road Company, and was duly authorized, by virtue of certain resolutions passed by the Board of Directors of the said Company, to execute the same and to cause to be thereto affixed the corporate seal of said Company, and that he knew the seal of said Company, and that the seal thereto affixed is the genuine seal of said Company; and the said William Saintor did say, that at the date and execution of the foregoing indenture, he was the Secretary of the said Company, and was duly authorized, by virtue of certain resolutions passed by the Board of Directors of said Company, to execute the same and affix thereto the corporate seal of the said Company, that he knew the seal of the said Company, and that the seal thereto affixed is the genuine seal of said Company.

A. G. Miller jr.
Not. Pub.
Mil. Co. Wis.

Recorded July 12th 1859, at 11 o'clock A. M.

Sheboygan and Appleton Rail Road Company to Isaac Seymour.

This Indenture, made this 12th day of July in the year One Thousand Eight Hundred and Fifty nine between the Sheboygan & Appleton Rail Road Company of the first part, and Isaac Seymour of the City of New York of the second part, Witnesseth:

Whereas the said party of the first part is authorized and empowered in and by its charter to borrow money for the objects and purposes therein specified, and for such authorized objects and purposes said party of the first part is desirous of borrowing a sum not exceeding $300,000, and of securing the payment of its corporate bonds or obligations issued or negotiated therefor by a Mortgage or Deed of trust to the party of the second part as Trustee as hereinafter set forth and provided;

And Whereas, under and pursuant to the lawful authority conferred by said charter, the Board of Directors of said party of the first part have unanimously resolved, that said Sheboygan & Appleton Rail Road Company make, execute, issue under its corporate seal, negotiate and deliver its corporate bonds, bearing even date herewith and respectively payable to Isaac Seymour or bearer at the Bank of North America in the City of New York on the 1st day of August A. D. 1874, with interest from and after Aug. 1, 1859, at the rate of 7 per cent per annum, payable at said Bank semi-annually, for such amounts as may be found convenient, not exceeding in the aggregate the said sum of Three Hundred Thousand Dollars, which Bonds shall be regularly numbered and signed by the President and Secretary, and shall have coupons or interest warrants attached for the payment of the interest as above provided, and for the purpose of more effectually securing the payment of said Bonds and the interest due or to grow due thereon, That the President and Secretary of said Company execute in the name and in behalf of said Company a Mortgage or Deed of trust to said party of the second part of all its corporate property, real and personal, franchises and effects:

Now this Indenture Witnesseth, that the party of the first part, in consideration of the premises and the sum of One Dollar paid in hand by the party of the second part, the receipt of which is hereby acknowledged, and in order to secure the payment of the Bonds to be issued as herein provided and the interest thereon as the same shall from time to time become due and payable, have granted, conveyed, enfeoffed, transferred and assigned, and by these presents do grant, convey, enfeoff, transfer and assign to said party of the second part and his successors in said trust, the entire Rail Road of said Company from the City of Oshkosh through the cities of Neenah and Appleton to the Town of Ellington in Outagamie County, Wisconsin, and all the land, Railways, rails, bridges, fences, right of way, stations, depot grounds, station houses and other buildings now held or owned or which may hereafter be held or owned by said Company, for the purpose of constructing, operating and maintaining their said Rail Road or the accommodation of the business thereof; and also all the tolls, income, rents, issues, profits and alienable franchises of the said party of the first part connected with their Rail Road or relating thereto; and also all the Locomotives or Stationary Engines, Tenders and Cars of every kind, Machinery, Machine Shops, tools, implements and materials connected with or intended for the construction, equipment, operating and conducting of said Rail Road herein conveyed or intended to be conveyed, now owned or hereafter to be acquired by the party of the

first part, all of which are declared to be appurtenances and fixtures of said Rail Road ~~herein conveyed~~, and all to be used and sold therewith, and not separately therefrom, and all to be taken as part thereof. Also all the Lands belonging to said Company, or which shall hereafter be acquired by them, by virtue of an Act of Congress, approved June 3rd. 1856, granting Lands to the State of Wisconsin, amounting to 76,800 acres more or less, according to a schedule hereunto annexed, and made a part of this instrument. Also all the income to be received by said Company from time to time by virtue of contracts made or to be made with other Rail Road Companies for percentage on business received by said Companies from said party of the first part, as by reference to said contracts will more fully appear. To Have and to Hold the said granted premises to the party of the second part and his successor or successors in the trust hereby created, in trust for the person or persons, firm or firms, bodies politic or corporate who shall hereafter at any time become the purchasers or holders or owners of any or either of said Bonds amounting in the aggregate to said sum of Three Hundred Thousand Dollars, subject to the terms, provisions and stipulations in said Bonds contained, and subject also to the laws of the State of Wisconsin affecting or relating to or binding upon the said party of the first part, and also subject to the possession and management of said Rail Road and property by said party of the first part and its successors or assigns, so long as the said party of the first part shall well and truly observe, keep and perform all and singular the covenants, agreements, conditions and stipulations in said Bonds and in this Indenture contained and set forth, and which are to be observed, kept and performed by and on the part of said party of the first part. And the said Sheboygan and Appleton Rail Road Company, the party of the first part, hath covenanted and agreed, and by these presents doth for itself, its successors and assigns covenant and agree to and with the said party of the second part and his successors in manner and form following, that is to say:

First. That said Sheboygan and Appleton Rail Road Company, the party of the first part, and its successors shall and will pay or cause to be paid all taxes, charges, rates levied and assessments imposed, assessed or levied or which may hereafter be imposed, assessed or levied upon the premises, franchises and property hereby mortgaged, conveyed and assigned, or intended so to be, and shall and will at its own proper cost, expense and charges do or cause to be done all acts and things necessary or proper to be done or performed, in order to preserve and keep valid and intact the lien or incumbrance upon all and singular the aforesaid premises, property and franchises hereby created or intended so to be, and further that the lien or incumbrance created by the execution and delivery of this Indenture constitutes and is in fact the first valid lien and incumbrance upon the premises, property, franchises therein described. And further that said Sheboygan and Appleton Rail Road Company and its successors shall not and will not at any time hereafter take or in any manner use, interpose or avail itself of any laws of said State of Wisconsin now in force or hereafter to be enacted or in force in said State, which may alter, affect or impair, or which are designed, intended or construed to alter, affect, change or impair the rights and interest of said party of the second part as herein declared, or which shall in any way impede or obstruct the mode or manner of realizing, perfecting or enforcing the rights and interest of any of the holders or owners of said Bonds as herein provided, or which shall affect, change or alter the time, place, mode, means or manner of perfecting, enjoying or enforcing any of such rights or interests as the same are herein declared.

Second. That said Sheboygan and Appleton Rail Road Company, the party of the first part, and its successors shall and will at any time or times hereafter and from time to time execute, acknowledge and deliver under its corporate seal to the said party of the second part and his successor all such further and other assurances, deeds, mortgages, obligations, transfers, indentures and instruments in writing, and shall and will do and perform all such further or other acts or things as shall or may be proper or necessary, or as their or his counsel learned in the law shall deem necessary, proper or expedient for the better or more effectually securing the payment of said Bonds and the interest due or to grow due thereon, or for carrying into effect the true intent, design, object & purposes of these presents or making, preserving, continuing and keeping valid and effectual the lien and incumbrance created or intended to be created by the execution, delivery and recording of this Indenture upon all the property, real and personal, rolling stock, equipments, franchises, lands and effects now owned, possessed or acquired, or which shall hereafter be owned, possessed or acquired by said party of the first part.

Third. And for the purpose of further and more effectually securing the payment of said Bonds together with the interest due or to grow due thereon, that said Sheboygan and Appleton Rail Road Company, the party of the first part hereto, and its successors shall and will pay or cause to be paid as hereinafter mentioned to the said Bank of North America in said City of New York to the credit of the party of the second part the entire net earnings and receipts of its said Rail Road at the time, in the manner and for the purpose hereinafter mentioned, and that this covenant or agreement while and so long as any of said Bonds are outstanding or unredeemed or unpaid shall not be annulled or abrogated, nor altered, changed or in any manner modified so as to diminish or otherwise to divert or effect the payment of said net earnings and receipts to said Bank of North America to the credit of said Trustee as now provided herein, unless the consent in writing thereto of said party of the second part hereto, or of his successor, shall be first had and obtained, and that the entire amount of said net earnings so to be paid over to said Bank of North America shall be set apart and held by said Trustee for the special purpose following, namely:

First, That said Trustee shall semi-annually apply so much and such part thereof as shall be necessary to meet and pay the semi-annual interest due, or which shall hereafter become due on each and all of said above mentioned Bonds. Second, That the entire residue and remainder of said net earnings and receipts so to be paid over to said Bank of North America to the credit of said Trustee shall be by him set apart as and for a sinking fund, and shall be used and applied together with all other monies which hereafter shall be had or appropriated from any source by said party of the first part to the same fund by the said party of the second part hereto or his successor in the payment or redemption at par or under par of so many of said Bonds as such sinking fund shall from time to time be sufficient or adequate to pay and redeem. It being understood and agreed between the parties hereto, that the first payment or appropriation from the said sinking fund shall not be made prior to the first day of August 1860. And it is further understood, provided and agreed that in case the portion of said net earnings and receipts so set apart as a sinking fund shall exceed a sum sufficient to purchase and redeem said Bonds to the amount of Fifty Thousand Dollars in any one year, that then the party of the first part may in its option retain the overplus and apply the same to the general uses of the Co.

Fourth. That said Sheboygan and Appleton Rail Road Company, the party of the first part hereto, shall and will well and truly pay the said sums of money in said Bonds mentioned, together with the semi-annual interest due or become due thereon, at the rate of seven per centum per annum, at the times, in the manner and at the place specified therein. And further said Sheboygan and Appleton Rail Road Company hereby covenants and agrees that in case it shall for the space of three months make default in the payment of the semi-annual interest due or to become due upon any or either of said Bonds, or in case it shall fail to create and maintain with and out of the net earnings and receipts of its Rail Road as hereinbefore provided a sinking fund for and to be applied in payment or redemption of said Bonds in the manner hereinbefore specified, then and in either of said cases after the lapse of said three months it shall and may be lawful, and the said party of the second part and his successor is hereby expressly authorized and empowered upon the request in writing of holders of said Bonds to the amount of Fifty Thousand Dollars to enter into and upon and to take actual possession of all and singular the Rail Road premises, franchises, rights, property, real and personal, and effects hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over, or intended so to be, as a security for the payment of said Bonds, and by himself, his agent or agents to take, collect and receive the tolls, earnings, income and profits thereof and of every part thereof or to be derived therefrom, and the net earnings and receipts thereof apply to the payment of said interest and to the credit of said sinking fund, provided that if at any time within fifteen months from the time of such default the said party of the first part shall pay or cause to be paid all arrears of interest on said Bonds remaining due, if any, and after deducting the monies recovered by said Trustee as aforesaid the said party of the second part shall surrender and deliver up actual possession of all and singular the said Rail Road premises, franchises, rights, property and effects without prejudice to his rights under this instrument. But if within the said fifteen months the said party of the first part shall not pay or cause to be paid the said arrearages of interest remaining due as aforesaid, then and from thenceforth the whole principal sums mentioned in each and all of said Bonds shall forthwith be and become due and payable, and the lien and incumbrance hereby created for the security and payment thereof may be at once enforced, anything in said Bonds or in this Indenture to the contrary thereof notwithstanding. And the said party of the second part and his successor shall and may proceed, and is hereby expressly authorized and empowered thereupon within such reasonable time as he may deem proper, and upon and after public notice by advertisement of at least four weeks in two or more newspapers published in the City of Sheboygan and the City of Appleton in said State of Wisconsin, to proceed to sell at public auction in said City of Appleton to the highest bidder as well all and singular the said Rail Road, rights and franchises as all other the property, real and personal, and premises hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over, or intended so to be, and all benefit and equity of redemption whatsoever of the said Sheboygan and Appleton Rail Road Company, the said party of the first part hereto, of, in and to the same and every part and parcel thereof, together with the benefit of the franchise belonging thereto or connected therewith. And as the attorney of the said Sheboygan and Appleton Rail Road Company, the said party of the first part hereto, for that purpose by these presents duly constituted and appointed, the said party of the second part and his successor shall have full power and authority to make, execute and deliver to the purchaser or purchasers thereof good, valid and sufficient deed or deeds, conveyance or conveyances, assignments or transfers in fee simple or otherwise of said Rail Road, lands, tenements and Real Estate, and of all and singular the said personal or other property, rights and premises hereby granted, assigned, transferred or conveyed as aforesaid, which sale so to be made as aforesaid and which deeds, conveyances, assignments and transfers so to be made and delivered as aforesaid shall operate to convey, assign, transfer and vest in said purchaser or purchasers all the right, title, interest and estate whatsoever, reversionary or otherwise, of the said Sheboygan and Appleton Rail Road Company, the party of the first part, of, in and to the premises so sold, conveyed, assigned or transferred, and which said sale so to be made shall be a complete and a perpetual bar both at law and in equity against said Sheboygan and Appleton Rail Road Company, the party of the first part, its successors and assigns, and all persons or parties claiming by, from or under it or them in any wise or manner whatsoever. And that out of the monies or proceeds arising from said tolls, earnings or receipts of said Rail Road and premises, or out of from said sale so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges and counsel fees incurred in and about the conducting of said sale, or the running and operating said Rail Road, that then the said party of the second part and his successor shall pay said Bonds amounting in the aggregate to $300,000, or so many of them as shall then be outstanding and unpaid, together with all arrears of interest then due or owing upon the same, rendering or paying over the surplus of all such monies, if any there shall be, to the said party of the first part hereto, its successors or assigns.

This Indenture further Witnesseth, and these presents are upon the express condition, that upon the due payment in full of said Bonds and the interest when due thereon, then these presents and the estate hereby granted shall cease and be void, and the said Sheboygan and Appleton Rail Road Company, the party of the first part, shall be immediately and fully reinvested with the said premises in law and in fact, without any entry or other act whatever, and that until default shall be made by said party of the first part hereto, either in payment of said Bonds or in the payment of the interest due or to grow due thereon as aforesaid, or in keeping and observing any of its covenants and agreements hereinbefore contained, the said Sheboygan and Appleton Rail Road Company, the party of the first part, and its successors and assigns shall remain in the quiet and peaceable possession and enjoyment of the said premises and property hereby granted and conveyed, or intended so to be as aforesaid.

This Indenture further Witnesseth, and it is hereby expressly agreed, that in case of the death, resignation, incapacity or inability of the party of the second part to act in the execution of any of the trusts aforesaid, then the said parties of the first part, or in their default to take proceedings therefor for thirty days, the holders of a majority of the said outstanding Mortgage Bonds to be issued hereunder may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new Trustee, and thereupon and upon the acceptance of the trust, such new Trustee shall become vested for the purposes aforesaid with all the rights, estate, property and interest hereby conveyed to or vested in said party of the second part, without any further assuming or conveying of the same. But if the same shall be necessary, both or either of the parties hereto shall execute and deliver any other or further releases and conveyances for that purpose, to the end that the true intent, object and meaning of this instrument may be fully and faithfully carried into effect.

L. S.

In Witness Whereof, the said parties of the first part on the day and year aforesaid, by order of the Board of Directors have hereunto caused to be affixed their corporate seal, and these presents to be signed by their President, and countersigned by their Assistant Secretary, at Appleton, Wisconsin, and the party of the second part has also hereunto set his hand and seal.

Timothy Dwight, President

Frederick Packard,
Assistant Secretary.

Signed, sealed and delivered in presence of, the words "or business" & "net earnings" having been first interlined.
Anson Ballard
Edward West.

I accept the trust conveyed to me by the foregoing deed.
New York, July 19. 1859.
In presence of:
E. Flagler
Isa H. Tuthill

Isaac Seymour. (L.S.)

State of Wisconsin } ss.
Outagamie County. } Be it remembered, that on this 12th day of July 1859 personally appeared before me the above named Timothy Dwight, President, & Frederick Packard, Assistant Secretary of the Sheboygan & Appleton Rail Road Company, to me known to be such President and Assistant Secretary and the persons who executed the foregoing instrument, and acknowledged the execution thereof to be the free act and deed, for the uses and purposes therein mentioned, of the Sheboygan & Appleton Rail Road Company.

L. S.

Anson Ballard
Notary Public
Wisconsin

State of New York }
City & County of New York } ss. Be it remembered that on this 19th day of July in the year 1859, before me, Isa H. Tuthill, a Commissioner resident in the City of New York, duly commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin to take the acknowledgment of deeds &c. to be used or recorded therein, personally appeared Isaac Seymour, to me known to be the person who executed the foregoing acceptance of the trust, and acknowledged the execution thereof by him sealed and subscribed to be his free act and deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand, and affixed my official Seal the day and year aforesaid.

L. S.

Isa H. Tuthill
Notary Public in and for the State of New York, and Commissioner for the State of Wisconsin in New York. 18 Wall Street.

Recorded July 20. 1859. at 9 o'clock A. M.

James Winslow Trustee &c

to

Samuel J. Tilden and Ossian D Ashley. , Deed.

This Indenture made the second day of June in the year of our Lord One thousand eight hundred and fifty nine between James Winslow of the City of Poughkepsie in the County of Dutchess and State of New York, gentleman, party of the first part, and Samuel J Tilden and Ossian D Ashley of the city and County and State of New York parties of the second part. Witnesseth, that whereas The Chicago St Paul and Fond du Lac Rail Road Company, a corporation existing under and by virtue of the laws of the State of Wisconsin and Illinois did heretofore cause to be made executed and delivered to the party of the first part hereto, then of the city, County and State of New York, a certain deed of trust or indenture of Mortgage bearing date on the first day of August, One thousand Eight hundred and fifty five, whereby the said Chicago St Paul and Fond du Lac Rail Road Company, granted, bargained sold conveyed and transferred, unto the said party of the first part hereto, and to his successor or successors, all and singular the railroads of the said Company, from Chicago in the State of Illinois via Woodstock, to Janesville in the State of Wisconsin, and thence via Watertown to the City of Fond du Lac in Wisconsin, together with all the rights of way depot grounds railways rails bridges, fences, Stations, Station houses and other buildings, and all the lands and hereditaments by the said Company then held in their name, or thereafter to be acquired in connection with their said Railway, or relating thereto, whether obtained under the rights and privileges of their Charter, or conveyed to them by deed; And also all the tolls, incomes, rents, issues and profits, and corporate or other franchises of the said Company, connected with their said line of Railway or relating thereto; and also, all the Locomotive Engines, Tenders, Cars of every kind, machinery, machine shops tools implements, wood and property connected with the proper equipment working operating and conducting of the said road then owned, or thereafter to be acquired by the said Company, for or appurtenant to the aforesaid line of road, in substitution of those then owned, or otherwise; all of which personal chattels now, by the said mortgage, declared to be fixtures and appurtenances, to be used and sold therewith, and not separated therefrom; In trust to have and to hold the same as security for the payment to the holders of Certain bonds to be made and issued by the said Chicago St Paul and Fond du Lac Rail Road Company amounting in the aggregate to three millions of Dollars, each of said bonds to be for the sum of One thousand dollars, and to be payable on the first day of August, in the year one thousand Eight hundred and Eighty five, together with interest thereon at the rate of Seven per cent per annum to be paid semi annually on the first day of February and August in each year, on presentation and surrender of the interest coupons annexed thereto, and each of said bonds to be substantially of the form set forth and contained in the said indenture of mortgage and to contain a provision, that in case of the non payment of interest for any half year, when demanded, and the same remaining in arrear for six months thereafter, the principal thereof should become due and payable on demand from and after the date of such default, with interest thereon accrued and in arrear.

And whereas in and by the said indenture the said Company did further covenant and agree to and with the said party of the first part hereto, the trustee in the said indenture of mortgage named, and his successor or successors in the trust thereby created, that for the further security and ultimate redemption of the said mortgage bonds to be issued by virtue of the said mortgage, they would annually

on or before the first day of December in each year thereafter, beginning with the first day of December One thousand eight hundred and fifty eight, until the principal of said bonds was fully paid, set apart and appropriate from the earnings of the said Road for the preceding twelve months, and deposit with the aforesaid Trustee or his successor in the trust the just and full sum of one and one fourth per cent (equal to $37,500 or $3,000,000) per annum on all outstanding unencumbered bonds, secured by said mortgage, which together with the accumulation of interest thereon, would form a capital sufficient to pay and discharge the entire principal of all the mortgage bonds contemplated to be issued by virtue of the several provisions of said mortgage, on or before the maturity of the said bonds; the first setting apart and appropriation of said sinking fund to be made and deposited on the first day of December Anno Domini One thousand eight hundred and fifty eight; the said sinking fund or several sums of money thus set apart and appropriated, with all the accumulations of interest, to be laid out and invested by the said Trustee, or his successor, in the manner provided in and by said indenture of mortgage, and applied to the payment and redemption of the said bonds at the maturity thereof. ——

And whereas it was in and by the said indenture further provided, that if the interest on any of the said bonds so to be issued should not be paid by the said Company when the same should fall due, and if such interest should remain in arrear for six months, so that according to the general term of the said bonds the principal thereof should become demandable, or in case the said Company should fail neglect or refuse to set apart, appropriate and deposit with the said Trustee or his successor the said several sums of money, or any or either of them, for the purpose of a sinking fund, at the times and in the manner particularly set forth and provided in the said mortgage, it should be lawful for the said Trustee, the party of the first part hereto, and his successor in the trust, upon the request in writing of bona fida Holders of said bonds to the aggregate amount of One hundred thousand dollars, to take possession of all and singular the said premises, property, and franchises, so conveyed and transferred, or so expressed to be, and to sell the same at Public Auction to the highest bidder, on advertisement giving the time and place of sale, published in three principal daily newspapers printed in the City of New York, and in one such newspapers printed in the City of Chicago, and in one newspaper in each of the cities of Janesville and Fond du Lac to be continued for sixty days immediately preceding said sale, or for such shorter time not less than twenty days, as the said Company might consent, and to execute a proper sufficient and legal conveyance on the sale to the purchaser or purchasers thereof.

And whereas the said mortgage was duly recorded in the office of the Register of the several Counties in the States of Wisconsin and Illinois respectively in which the property described in the said mortgage was situated. ——

And whereas the said Chicago St Paul and Fond du Lac Railroad Company did, after the execution and delivery of said indenture of mortgage proceed to issue the bonds described and provided for in the said indenture of mortgage to the amount of three millions of dollars of said bonds, each of said bonds being in the form and containing the provisions specified in the said indenture of mortgage. ——

And whereas, after issuing of said bonds by said Company default was made in the payment of the interest which fell due on certain of said bonds on the first day of August, One thousand eight hundred and fifty seven, and of the interest which fell due on all of said bonds on the first day of February, One thousand eight hundred and fifty eight, and the first day of August One thousand eight hundred and fifty eight, and the first day of February One thousand eight hundred and fifty nine, and the said interest has remained in arrear and wholly unpaid

And whereas the said Company has wholly neglected and failed to set apart appropriate or deposit with the said Trustee, the party of the first part hereto, any of the several sums of money for the purposes of a sinking fund required in and by the said indenture of mortgage to be set apart, appropriated and deposited with the said Trustee, wholly and by reason whereof the entire principal of the said bonds has become due.

And whereas bona fida holders of the bonds secured by the said mortgage, to the aggregate amount of more than One Hundred thousand dollars, have in writing requested the said party of the first part hereto, to enforce and exercise the powers of entry and sale contained in and conferred upon him by the said indenture of mortgage

And whereas the said party of the first part hereto, upon such request in writing, and pursuant to the power and authority in him vested, under and by virtue of the said indenture of mortgage, did in the manner and for the time specified and provided in and by the said indenture of mortgage, advertise all and singular the premises, property, and franchises, described in and conveyed to him by the said indenture of Mortgage, to be exposed for sale at public auction, to the highest bidder, at the Court House, in the City of Janesville, Rock County, in the State of Wisconsin, on the Second day of June, One thousand eight hundred and fifty nine, at twelve o'clock at noon of that day. ——

And whereas the said party of the first part, in his capacity of Trustee under said indenture of mortgage, did on the second day of June, One thousand Eight hundred and fifty nine, at twelve o'clock at noon of that day being the day and hour specified in the said advertisement at Janesville aforesaid, expose and offer for sale at public auction, all and singular the aforesaid premises, property and franchises described in and conveyed to him by the said indenture of mortgage, at which said sale the said premises, property, and franchises were struck off to the parties of the second part hereto, for the sum of two hundred thousand dollars, that being the highest sum bidden for the same. ——

Now this indenture witnesseth That the said party of the first part to these presents, in order to carry into effect the sale so made by him as Trustee as aforesaid, in consideration of the premises, and of the sum of money so bidden as aforesaid, the same being first duly paid by the parties of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey unto the said parties of the second part ——

All the premises, property and franchises described and embraced in the said indenture of mortgage to wit, all and singular the Railroad from Chicago in the State of Illinois via Woodstock to Janesville in the State of Wisconsin and thence via Watertown to the City of Fond du Lac in Wisconsin, being part of the railroad known as the Chicago St Paul and Fond du Lac Railroad, and the portion thereof from Chicago to Janesville, about ninety two miles, and from Fond du Lac to the La Crosse junction, or about thirty miles, being completed and in operation; and the portion thereof from Janesville to La Crosse Junction, being partially constructed, together with all the right of way, depot grounds, railways, rails, bridges, fences, Stations, Station Houses and other buildings; and also all lands and hereditaments of the said Company, in connection with the said railway, or relating thereto; and also all the tolls, incomes rents, issues, and profits, and appendages of the said franchises of the said Company connected with said line of railway, or relating thereto; and also all the locomotive engines tenders Cars of every kind, machinery, machine shops, tools and implements, wood and property connected with the proper equipment, working and operating and conducting of the said road, and also all and singular the property of every name and nature

and all right privileges and franchises conveyed or embraced within the said mortgage or deed of trust, it being intended by these presents to convey all the property rights privileges and franchises and things whatsoever, which the said parties of the first part, as trustee under and by virtue of the said deed or mortgage may lawfully or rightfully sell and convey and no more.

To have and to hold the same to the said parties of the second part as joint tenants, and not as tenants in common, and their assigns, and to the survivor of the survivor of the said parties, and to the heirs and assigns of such survivor forever to the only proper use benefit and behoof of them, the said parties of the second part, and of the survivor of the said parties and of the heirs and assigns of such survivor forever as fully and completely as the said party of the first part by virtue of the indenture of mortgage or trust deed holds, and by virtue of his powers as trustee under the said indenture can or could sell and convey the said premises, property and franchises and not otherwise.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

James Winslow (Seal)

Sealed and delivered in the presence of
the word said in the 7th line in the 2d page and the
words "per annum" in the same page being interlined
and the word "Eighty" in 7th line and same page being
written on an erasure, and the words "said company" being
written over an erasure in the 36th line 2d page, and the word
"it" in the 15th line 5th page being interlined and the words "and assigns
forever" being erased in the 25th line of the same page before execution

A County
P A Wayne.

State of Illinois
County of Cook, City of Chicago } ss.

Be it remembered that on this fourth day of June in the year One Thousand Eight Hundred and fifty nine before me the subscriber a Commissioner in and for the State of Illinois appointed by the Governor of the State of Michigan, to take the acknowledgment and proof of deeds and instruments of writing under seal, to be used and recorded in the said State of Michigan, and to administer oaths and affirmations appeared James Winslow, and acknowledged that he had executed the foregoing instrument of writing for the uses and purposes therein mentioned; and I further certify that the person who made the said acknowledgement is known to me to be the individual described in and who executed the foregoing instrument.

In testimony whereof I have hereunto set my hand and official seal the day and year above written at Chicago in the County of Cook and State of Illinois

Commissioner for the State of Michigan in Illinois

P Phillip A Wayne
Commissioner for the State of Michigan in Illinois

State of Illinois
County of Cook, City of Chicago } ss.

Be it remembered that on this fourth day of June in the year One Thousand Eight Hundred and fifty nine before me Phillip A Wayne a Commissioner resident in the City of Chicago, County of Cook and State of Illinois duly commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin, to take the acknowledgment of deeds and other instruments of writing, to be used or recorded in the said State of Wisconsin personally appeared James Winslow, and acknowledged the foregoing Conveyance to be his free act and deed for the uses and purposes therein contained and that he does not wish to retract the same; and I further certify, that I know the person who made the said acknowledgement to be the same individual described in and who executed the said Conveyance.

In witness whereof I have hereunto set my hand and official seal the day and year above written at Chicago in the County of Cook and State of Illinois

Commissioners Seal for the State of Wisconsin

Phillip A Wayne
Commissioner for the State of Michigan in Illinois
Wisconsin

State of Illinois
County of Cook, City of Chicago } ss.

Be it remembered that on this fourth day of June in the year One Thousand Eight Hundred and fifty nine before me the subscriber a Commissioner in and for the State of Illinois appointed by the Governor of the State of Michigan, to take the acknowledgment and proof of deeds and instruments of writing under seal, to be used and recorded in the said State of Michigan, and to administer oaths and affirmations appeared James Winslow, and acknowledged that he had executed the foregoing instrument of writing for the uses and purposes therein mentioned; and I further certify that the person who made the said acknowledgement is known to me to be the individual described in and who executed the foregoing instrument.

In testimony whereof I have hereunto set my hand and official seal the day and year above written at Chicago in the County of Cook and State of Illinois

Commissioner for the State of Michigan in Illinois

Phillip A Wayne
Commissioner for the State of Michigan in Illinois

State of Illinois
County of Cook, City of Chicago } ss.

I Phillip A Wayne a Notary Public in and for the City of Chicago in the County of Cook and State of Illinois do hereby certify that James Winslow personally known to me as the same person whose name is subscribed to the foregoing instrument of writing, appeared before me this day in person and acknowledged that he signed sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this fourth day of June A D 1859

Notarial Seal

Phillip A Wayne
Notary Public

Recorded October 24th 1859 at 8 o'clock P M

William A Booth and James F D Lanier
Samuel J Tilden and Ossian D Ashley.

This Indenture made the second day of June in the year, One thousand eight hundred and fifty nine, between William A Booth and James F D Lanier of the City of New York, in the State of New York, parties of the first part, and Samuel J Tilden and Ossian D Ashley of the same place city parties of the second part, witnesseth that whereas the Chicago St Paul and Fond du Lac Railroad Company a Corporation existing under and by virtue of the laws of the States of Wisconsin Michigan and Illinois, did their five Certain Deed made, granted and delivered to the parties of the first part herein, and to one William B. Ogden, a certain trust deed or indenture of mortgage bearing date on the Sixth day of April in the year One thousand eight hundred and fifty Seven, whereby the said Chicago, St Paul and Fond du Lac Railroad Company, granted, bargained, sold, conveyed and transferred unto the said William A Booth, James F D Lanier and William B Ogden, as joint tenants and not as tenants in common, and to their successors or successors in the trust expressed in and created by said deed of trust, the entire railroads of the said Company from the City of Chicago through the Cities of Janesville and Fond du Lac to Lake Superior with its terminus in said Lake, one at or near Marquette, at the mouth of Carp river, and the other at or near Ontonagon, at the mouth of the Ontonagon River, being the direct lines between Chicago and said Marquette and Ontonagon, which the said lines be called and known as the main trunk lines, or some of them as branches to the main trunk line, and all the land railways, rails, bridges, fences, rights of way, Stations, depot grounds, Station houses, and other buildings then held and owned, or which might thereafter be held or owned by said Company, for the purpose of constructing, operating and maintaining their said railroad, or the accommodation of the business thereof, and also all the tolls income rents, issues, profits and alienable franchises of the said Company connected with their railroads & relating thereto; and also all the locomotives or stationary engines, tenders and cars of any kind, machinery, machine shops, tools and implements and machinery connected with or intended for the construction equipment, operating and conducting of said railroad conveyed or intended to be conveyed in and by said trust deed or indenture, then owned or thereafter to be acquired by the said Company all of which were thereby declared to be appurtenances and fixtures of said railroads, and to be used and sold therewith, and not separated therefrom, and also all the right, title interest, claim or demand which the said Company then had or thereafter should acquire in or to One million of acres of public lands of the United States situated lying and being in the States of Wisconsin and Michigan, adjoining and adjacent to the above described railroads and branches between Fond du Lac and Lake Winnebago, Ontonagon, and Marquette on Lake Superior, as in said indenture described, being grants and parcels of the lands, which were granted to the States of Wisconsin and Michigan by acts of Congress Approved June 3d 1856. and by the States of Wisconsin and Michigan granted to the assignors and predecessors of said Company, and subsequently by consolidation confirmed upon, assigned to and confirmed in the said Company as on the said indenture is particularly set forth and described in trust to have and to hold the same unto the said William A Booth, James F D Lanier, and William B Ogden, as joint tenants and not as tenants in common, and their successors or successors, as security for the payment of the principal and interest of certain bonds to be made and issued by the said Chicago St Paul and Fond du Lac Railroad Company, either in the sum of One thousand dollars or Five hundred dollars, in series and parcels from time to time as might be required for the purposes in said indenture specified, and amounting in the aggregate to the sum of twelve millions of dollars, if found necessary, all of said bonds to bear such rate of interest, with Coupons attached, as might be from time to time decided upon, not to exceed the rate of Eight per cent per annum, and all to become due to the holders thereof on the first day of may, One thousand Eight Hundred and Eighty two, and to stand equally and ratably secured by the said indenture, according to their respective amounts, without any preference in respect to priority of date, or time of issue.

And whereas in and by the said indenture it was expressly provided and declared that if the interest on the bonds so to be issued should not be paid by the said Company when the same should fall due, and if there should be no moneys in the hands of the trustees out of which such interest might be paid, in accordance with the provisions of the said indenture, and if such interest should remain in arrear for three months or if there should be a failure to pay the principal of said bonds, or any of them, or any part there of when due and demandable, according to the tenor and effect thereof, at any time after such default, upon the request of the holders of One hundred and fifty thousand dollars in amount of said bonds, the said trustees or their successors, might or should enter upon and take possession of and sell all and singular the premises, in and by the said indenture conveyed and transferred, or expressed or intended so to be, or such parts thereof as they should deem necessary and proper, first giving notice by advertisement in two daily newspapers printed in the Cities of Chicago and New York & Liverpool for six months, or such shorter time not less than forty days, as the said Company might by resolution of its board of directors direct.

And whereas it was in and by the said indenture further expressly provided and declared in respect to all the right title, interest, claim or demand which the said Company then had or thereafter might acquire in or to the one million acres of lands of the United States herein before referred to as embraced in the said indenture, that if there should at any time be a default in the payment of interest or principal upon said bonds, and continue for three months after the same should be due, the said trustees should be, and they were by the said indenture authorized and empowered, in their discretion, to sell at public auction after notice published for three weeks in one or more newspapers in New York, Chicago and Janesville County of said Lands as might be necessary to pay and satisfy such liabilities, or that they might proceed in the manner by the said indenture authorized and provided in respect to the other property and franchises thereby conveyed.

And whereas the said indenture was duly recorded in the offices of the Registers of the several Counties in the States of Wisconsin Michigan and Illinois respectively, in which the property or lands directed or expressed in the said indenture were situated.

And whereas the said indenture and the grants and conveyance therein contained, and the lien thereby created, were subject as to that part of the railroad of the said Company from Chicago to Fond du Lac, and its appurtenances and franchises, to the provision of a certain indenture of mortgage bearing date the first day of August One thousand eight hundred and fifty five, made and executed by the said Company to James Wineling trustee to secure the payment of the principal and interest of certain bonds issued by the said Company, amounting in the aggregate to three millions of dollars and subject, as to the rights title and interest of the said Company, in and to the said one million acres of public lands, to the provisions and requirements of the before mentioned acts of Congress and the said acts of the legislatures of the States of Wisconsin and Michigan, respectively granting the said lands to the assignors and predecessors of the said Company.

And whereas after the execution and delivery

of the said indenture the said Chicago St Paul and Fond du Lac Railroad Company proceeded to issue the bonds in and by the said indenture provided for and secured in manner and form as therein prescribed, to the amount of three million of dollars, bearing interest at the rate of eight percent per annum, payable semi annually.

And Whereas after the making, execution and delivery of said indenture, the said William B Ogden, one of the trustees therein named resigned as said trustee, and his said resignation has been duly filed pursuant to the terms and provisions of the said indenture.

And whereas it was in and by the said indenture expressly provided, that any act or thing thereby required to be performed by the trustees therein named, or their successors, should be valid and binding if done and performed by any two of their number, except the appointment of Agents or attorneys to convey lands.

And whereas after the issuing of said bonds by the said Company, default was made in the payment of the interest thereon, which fell due on the first day of November, One thousand eight hundred and fifty seven, and of the interest which fell due thereon on the first day of May One thousand eight hundred and fifty eight, and of the interest which fell due thereon on the first day of November of the last mentioned year, and the said interest still remains in arrear wholly due and unpaid.

And whereas the said parties hereto of the first part did on the first day of October in the year One thousand eight hundred and fifty eight, enter into actual possession of the said Rail Road, and of all and singular the property and premises described therein and intended to be conveyed hereby, and have ever since been, and at the time of the execution and delivery hereof, are in the actual possession of the said Rail Road property and premises.

And whereas bona fide holders of the said bonds to the aggregate amount of more than two hundred and fifty thousand dollars, since default made in the payment of said interest, have in writing requested the parties of the first part hereto, the acting trustees under the aforesaid trust deed or mortgage, to enforce and execute the power of sale conferred upon the trustees in and by the said deed or mortgage.

And whereas the board of directors of the said the Chicago St Paul and Fond du Lac Railroad Company did by resolution, assent to a sale of the said Railroad and property conveyed by the said deed of trust or mortgage upon notice by advertisement for a shorter time than four months, (but not less than forty days) as provided for in and by the said deed of trust or mortgage.

And whereas the said parties of the first part hereto upon such request in writing and pursuant to the power and authority vested in them under and by virtue of the said deed of trust or mortgage, did in the manner therein specified and provided, advertise all and singular the premises, property and franchises, described in and conveyed to the said trustees by the said indenture to be exposed for sale at public auction to the highest bidder, at the Court House in the City of Janesville Rock County in the State of Wisconsin, on the second day of June, One thousand eight hundred and fifty nine, at one o'clock in the afternoon of that day.

And whereas the said parties of the first part hereto, in their capacity of Trustees under said deed of trust or indenture of mortgage, did on the second day of June One thousand eight hundred and fifty nine, at one o'clock in the afternoon of that day, being the day and hour specified in the said advertisement at Janesville aforesaid expose and offer for sale at public auction all and singular the aforesaid premises, property and franchises described in and conveyed to the said Trustees by the said indenture, subject to the prior lien in respect to that part of the Railroads of the said Company from Chicago to Fond du Lac and its appurtenances and franchises, created by the aforesaid trust deed or indenture of mortgage to James Winslow trustee, and all right acquired by any purchaser or

purchasers under or by virtue of any sale made by the said James Winslow trustee under or in pursuance of the said last mentioned trust deed or indenture; at which sale by the said parties of the first part hereto, all and singular the aforesaid premises, property and franchises were struck off to the said parties of the second part hereto for the sum of fifty thousand dollars, that being the highest sum bidden for the same.

Now therefore, this indenture further witnesseth that the said parties of the first part to these presents in order to carry into effect the sale so made by them, as trustees aforesaid and in consideration of the premises, and of the sum of money so bidden as aforesaid the same being paid duly paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant bargain, sell and convey unto the said parties of the second part, the Railroad of the said Company from the City of Chicago through the cities of Janesville and Fond du Lac to said Superior, with the termini on said Lake, one at or near Marquette, at the mouth of Carp River and the other at or near Ontonagon at the mouth of Ontonagon River being the direct lines between Chicago and said Marquette and Ontonagon, which the said lines be called and known as the Main Trunk lines, or some of them as branches of the Main Trunk lines. And all the land, railways, rails, bridges, fences, right of way, stations, depot grounds, stations, houses and other buildings held or owned by the said Company for the purpose of constructing, operating and maintaining their said Railroads, or the accommodation of the business thereof, and also all the tolls, income, rents, issues, profits and allowable franchises of the said Company connected with their Railroad or relating thereto. And also all the locomotives or stationary engines, tenders and cars of every kind, machinery, machine shops, tools and implements and materials connected with or intended for the construction or equipment, operating or conducting of said Railroads, or conveyed or intended to be conveyed in and by the said deed of trust or indenture of mortgage to the said trustees, or which at the time of the execution of said indenture were owned, or were after acquired by the said Company; subject nevertheless as to all that part of the Railroad of said Company from Chicago to Fond du Lac, and its appurtenances, property and franchises to the prior lien of the aforesaid indenture of mortgage made and executed by the said Company to James Winslow, trustee, and to all the rights and claims which may have been acquired by any person or corporations under and by virtue of any sale, grant or conveyance made by the said James Winslow trustee, under or by virtue of said indenture of mortgage. And also all the right title interest claim or demand which the said Company may have acquired in or to One million of acres of public lands of the United States, situated lying and being in the States of Wisconsin and Michigan adjoining and adjacent to the above described Railroad and branches between Fond du Lac on Lake Winnebago, and Ontonagon and Marquette on Lake Superior, as in said indenture made to said trustees is described being parts and parcels of the lands which were granted to the States of Wisconsin and Michigan by the Act of Congress approved June 3d 1856. in the said Indenture referred to together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in any wise appertaining; subject nevertheless to the provisions and requirements of the several acts of Congress aforesaid, and the acts of the Legislature of the States of Wisconsin and Michigan respectively granting the said lands to the assignors and predecessors of the said Company. And also all and singular the property of every name and nature and all rights, privileges, and franchises conveyed by, or embraced within the said indenture made to said trustees, the said parties of the first part and the said Wm B Ogden as aforesaid.

It being intended by these presents to convey all the property, rights privileges and franchises and things whatsoever which the said parties of the first part, as trustees under and by virtue of the said last mentioned indenture may or might lawfully or

rightfully sell and convey and no more

To Have and to Hold the same to the said parties of the second part, as joint tenants and not as tenants in common, and their assigns, and to the survivor of the said parties, and the heirs and assigns of such survivor, to and for the only proper use of them the said parties of the second part and their assigns, and of the survivor of the said parties, and of the heirs and assigns of such survivor forever, as fully and amplibly as the said parties of the first part by virtue of the said indenture made to them and the said William Bogle as aforesaid hold, and of their powers as trustees under the same can or could sell and convey the said premises, property and franchises and not otherwise.

In Witness whereof the said parties of the first part hereto have hereunto set their hands and seals the day and year first above written

Wm A Bosch LS
James F D Lanier
Trustees LS

Sealed and delivered in presence of
The word "Michigan" in the 12th line 1st page and the words "which might thereafter be held or owned" in the last line of the same page and the word "Fill" in the 25th line of the 3rd page and the word "Michigan" in the 29th line of the 4th page and the word "Cin" in the 9th line of the 7th page being interlined before execution
A C Coventry
P A Hoyne

State of Illinois
County of Cook City of Chicago } ss.

Be it remembered that on this fourth day of June in the year One thousand eight hundred and fifty nine before me Phillip A Hoyne a Commissioner, resident in the City of Chicago, County of Cook and State of Illinois duly commissioned and qualified by the Executive authority and under the laws of the State of Wisconsin to take the acknowledgement of deeds and other instruments of writing to be used and recorded in the said State of Wisconsin personally appeared William A Bosch and James F D Lanier, and severally acknowledged the foregoing conveyance to be their free act and deed for the uses and purposes therein contained and that they do not wish to retract the same. And I further certify that I know the persons who made the said acknowledgement to be the same individuals described in and who executed the said conveyance

In testimony whereof I have hereunto set my hand and official seal at Chicago in said State and County the day and year aforesaid

Commissioners Seal for the States & Territories

Phillip A Hoyne
A Commissioner for the State of Wisconsin in Illinois

State of Illinois
County of Cook and City of Chicago } ss.

Be it remembered that on the fourth day of June in the year One thousand eight hundred and fifty nine before me the subscriber a Commissioner in and for said State of Illinois appointed by the Governor of the State of Michigan to take the acknowledgement and

proof of deeds and instruments of writing under seal, to be used and recorded in the said State of Michigan and to administer oaths and affirmations appeared William A Bosch and James F D Lanier, and severally acknowledged that they had executed the foregoing instrument of writing for the uses and purposes therein contained. And I further certify that the persons who made the said acknowledgement are known to me to be the individuals described in and who executed the foregoing instrument

In testimony whereof I have hereunto set my hand and official seal, the day and year above written at Chicago in the County of Cook and State of Illinois

Commissioners Seal for the State of Michigan

Phillip A Hoyne
A Commissioner for the State of Michigan in Illinois

State of Illinois
Cook County, City of Chicago } ss.

I, Phillip A Hoyne a notary public in and for the City of Chicago in the County and State aforesaid do hereby certify that William A Bosch and James F D Lanier, personally known to me as the same persons whose names are subscribed to the annexed instrument of writing appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth

Seal

Given under my hand and notarial seal this 4th day of June A D 1859

Phillip A Hoyne
Notary public

Recorded October 22d 1859 at 2 oclock P M

William B. Ogden

and

Samuel F. Tilden. & Ossian D. Ashley.

This Indenture made this second day of June in the year One Thousand Eight Hundred and fifty nine, between William B Ogden of the City of Chicago in the State of Illinois of the first part and Samuel F Tilden and Ossian D Ashley of the City and State of New York of the second part.

Whereas the said party of the first part together with William A Booth, and James F D Lanier of the City and State of New York, was a trustee under and by virtue of a trust deed or mortgage, made and delivered by the Chicago St Paul and Fond du Lac Railroad Company, bearing date on the first day of April 1857 and recorded in the recorders office for Cook County Illinois June 6th 1857 in Book 134 of Deeds page 396 &c; for Lake County, June 27, 1857 in Book 2 of Mortgage page 605 &c for Jefferson County June 8th 1857 in Volume 12 of Mortgages page 571 &c and for Boone County June 25 1857 in Book 1. of mortgages page 582 &c, and in the Registers office for the County of Walworth in the State of Wisconsin June 11th 1857 in Volume 19 of Mortgages page 400 &c for Rock County June 8th 1857 in Volume A of mortgages page 39 &c. for Jefferson County June 9 1857 in Volume A of Mortgages. for Dodge County June 20 1857 in Volume 5 of Mortgages page 206 &c for Fond du Lac County, June 10 1857 in Volume 14 of Deeds page 200 &c for Winnebago County June 12 1857 in Book C of Mortgages page 1 &c for Outagamie County June 13 1857 in Volume 3 of Mortgage page 500 &c for Waupacca County June 30 1857 in Volume 1 of Mortgage page 234 &c; for Brown County June 13th 1857 in Volume C of Mortgages page 444 &c; and for Kenosha County June 15th 1857 in Volume A of mortgages, and in the office of the Secretary of State for the State of Wisconsin May 11th 1857 in Book A of R. R. Mortgages page 198 &c, in the recorders office for Marquette County, Michigan June 13th 1857 in Book A. of Mortgages page 124 &c and for Ontonagon County June 11th 1857 in Liber A of mortgages folio 228 &c which said Trust Deed conveyed to the said Trustees all and singular the entire railroads of the said company and its appurtenances, and the locomotives cars, machinery, tools and fixtures and also certain lands and land grants given and granted to said Company for the construction of the line of road, and all privileges, franchises, and rights, and the other property, and things therein also mentioned, for the purpose of securing the payment of the interest and principal of certain bonds in the said trust deed described.

And whereas it was provided in and by the said trust deed, that any of the said trustees might resign or take off his duties after sixty days notice in writing shall have been given to the President and Secretary of said railroad Company, and the said party of the first part did on or before the third first day of March in the year 1859 in conformity to the said provision resign as said trustee.

And whereas it was further provided in and by the said trust deed, that the powers of entry sale and conveyance thereby granted to the said trustees, in case of default in the said trust deed specified, might be exercised by any two of the said trustees, as validly and effectually as if all joined, and also provided that in case of a vacancy in the number of the said trustees by resignation, the remaining trustees should while such vacancy continued exercise all the powers confided upon the trustees.

And whereas in pursuance of the powers and authorities in and by the said trust deed granted the said William A Booth and James F D Lanier, the continuing trustees did on the second day of June 1859 sell at Public Auction, held in the City of Janesville, in the State of Wisconsin

all and singular the premises, franchises, rights and things in the said trust deed described, unto the parties of the second part, and did thereupon execute and deliver to the said parties a conveyance of the same.

And whereas the said party of the first part not having released the legal estate in the said premises franchises rights and things to the said continuing trustee, has been requested by them to execute and deliver and release directly to the parties hereto of the second part, as the purchasers and grantees from the said continuing trustees, as well for the purpose of effecting the fact of the said resignation of the party of the first part, as for the further assuring of the said legal estate unto the said purchasers and grantees,

Now therefore this indenture witnesseth that the said party of the first part, in consideration of the premises and of One dollar to him in hand paid by the said parties of the second part, does grant, bargain, sell remise release, and convey unto the parties of the second part all the estate, right title and interest which the said party of the first part has or might have, as a trustee with the said William A Booth and James F D Lanier under or by virtue of the aforesaid trust deed of the said Chicago St Paul and Fond du Lac Railroad Company, hereinbefore referred to, of in and to all and singular the premises, lands, hereditaments franchises, rights and things in the said trust deed mentioned; and all and singular the premises, lands hereditaments franchises, rights and things in the aforesaid conveyance from the said William A Booth and James F D Lanier to the parties of the second part mentioned, which said trust deed and which said conveyance are hereby referred to for the purpose of a full description of the rights and things intended to be hereby conveyed.

To have and to hold unto the said parties of the second part as joint tenants, and not as tenants in common, and to their assigns, and the survivor of the said parties of the second part, and the heirs and assigns of such survivor, to and for the proper use and behoof of the said parties and their assigns, and of the survivor and the heirs and assigns of such survivor as fully and completely as the said party of the first part can or could as such trustee convey the said premises, lands, hereditaments franchises and things and not otherwise.

In Witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Wm B Ogden

Signed Sealed and delivered
in presence of
James D Ferris
Finley D Wright

United States of America
State of New York.
City and County of New York } ss.

Be it known, that on the seventh day of October in the year One thousand eight hundred and fifty nine before me the undersigned Edwin F Cony Junior, resident in the City of New York, and a Commissioner duly commissioned and qualified by the executive authority, and under the laws of the State of Wisconsin to take the acknowledgement of deeds &c, to be used or recorded therein, and a Commissioner duly commissioned and qualified by the executive authority, and under the laws of the State of Michigan to take the acknowledgments of deeds &c, to be used or recorded therein and a Public Notary in and for the State of New York by Letters Patent under the

Great Seal of State duly commissioned and sworn personally appeared William B. Ogden, to me personally known to be the real person described in, and who executed the foregoing instrument of writing, and acknowledged that he executed the same as his free voluntary act and deed for the uses and purposes therein set forth, and did not wish to retract the same.

And I hereby certify that the said instrument is executed and acknowledged according to the laws of this State of New York

Commrs seal for Wis. — Comrs seal for Mich. — Notarial seal

In testimony whereof I have hereunto set my hand and affixed my seals of office as such Notary and Commissioner at my office in the City of New York the day and year first above written

Edwin F. Corey Jur
Commissioner for the State of Wisconsin and Michigan and Notary Public in and for the State of New York

Recorded October 24 1859 at 4 o'clock P.M.

Chicago St Paul and Fond du Lac Rail Road Company
and
Samuel J. Tilden and Ossian D. Ashley

This Indenture made this thirtieth day of June in the year One thousand eight hundred and fifty nine between the Chicago St Paul and Fond du Lac Rail Road Company, a corporation existing under and by virtue of the laws of the States of Illinois Wisconsin and Michigan of the first part and Samuel J. Tilden and Ossian D. Ashley of the City and State of New York of the second part

Whereas the said party of the first part executed and delivered to James Winslow of the City and State of New York a trust deed or mortgage bearing date on the first day of August 1855, and recorded in the Registers Office for Cook County Illinois August 14th 1855 in Book 21 of Mortgages page 376 &c for Lake County August 18 1855 in Book O. page 1 &c for McHenry County August 15th 1855 in Book 10 page 49 &c and for Boone County August 16 1855 in Book I page 44 &c and in the Registers Office for the County of Walworth, in the State of Wisconsin August 24th 1855 in Volume 15 of mortgages page 509 &c for Rock County August 16. 1855 in Volume K page 432 &c for Jefferson County August 17 1855 Volume B page 180 &c for Dodge County August 22 1855, in Volume 10 page 142 &c for Fond du Lac County August 20 1855 in Volume P page 120 &c which said trust deed conveyed all and singular the rail road and its appurtenances, and the locomotives, cars machinery, tools and fixtures, and also the privileges franchises and rights and other property and things hereinafter mentioned, for the purpose of securing the payment of the interest and principal of certain bonds in the said trust deed described

And whereas the said party of the first part also executed and delivered to William A. Booth and James F. D. Lanier of the City of New York and William B. Ogden of the City of Chicago trustees, a trust deed or mortgage bearing date on the Sixth day of April 1857 and recorded in the Recorders office for Cook County Illinois June 6. 1857 in Book 134 of Deeds page 596 &c. for Lake County June 27 1857 in Book P. of mortgages page 605 &c for McHenry County June 8th 1857 in Volume 12 of mortgages page 571 &c and for Boone County June 25th 1857 in Book I. of mortgages page 382 &c and in the Registers office for the County of Walworth

in the State of Wisconsin June 24th 1857, in Volume 19 of mortgages page 500 &c; for Rock County June 8 1857 in Volume H of mortgages page 39 &c for Jefferson County June 9 1857 in Volume 10 of mortgages; for Dodge County June 20 1857 in Volume S. of mortgages page 306 &c for Fond du Lac County June 30 1857 in Volume 14 of Deeds page 200 &c for Winnebago County June 12 1857 in Book 8 of mortgages pages &c for Outagamie County June 13. 1857 in Volume B of mortgages page 500 &c; for Waupacca County June 30 1857 in Volume 1 of mortgages page 234 &c, for Brown County June 13. 1857 in Volume 8 of mortgages page 441 &c and for Oconto County June 15 1857 in Volume A of mortgages and in the Office of the Secretary of State for the State of Wisconsin May 18 1857 in Book of R R Mortgages page 178 in the Recorders office for Marquette County Michigan June 13 1857 in Book 1 of mortgages page 124 &c and for Ontonagon County June 11th 1857 in Liber A. of mortgages folio 221 &c, which said trust deed conveyed to the said trustees all and singular the entire railroad of the said Company, and its appurtenances, and the locomotives cars machinery, tools and fixtures, and also certain lands and land grants, given and granted to said company for the construction of its line of road, and all privileges franchises and rights, and the other property and things hereinafter mentioned, for the purpose of securing the payment of the interest and principal of certain bonds in the said trust deed described

And whereas default was made in the conditions of both of the said trust deeds, and in pursuance of the powers and authorities therein contained the said James Winslow trustee under the said trust deed first mentioned, and the said William A Booth and James F D Lanier, continuing trustees under the said trust deed last mentioned, did on the second day of June 1859, sell at public auction held at the City of Janesville, all and singular the lands, hereditaments, property franchises rights and things in the said trust deeds described, to the parties hereto of the second part and did by deeds bearing date on that day, convey the same unto the said parties of the second part

And whereas default was made in the conditions of both of the said trust deeds, and in pursuance of the powers and authorities therein contained the said James Winslow trustee under the said trust deed first mentioned, and the said William A Booth, and James F D Lanier, continuing trustees under the said trust deed last mentioned did on the second day of June 1859 sell at public auction held at the City of Janesville all and singular the lands, hereditaments property, franchises, rights and things in the said trust deed described, to the parties hereto of the second part, and did by deeds bearing date on that day, convey the same unto the said parties of the second part

And whereas, the said parties of the second part have organized in pursuance of a statute of the State of Wisconsin entitled "An Act to facilitate and authenticate the formation of a corporation by the purchasers of the Chicago St Paul and Fond du Lac Rail Road Company" approved March 14th 1859 and a Statute of the State of Illinois entitled "An Act to authorize the sale of the Chicago St Paul and Fond du Lac Railroad and to enable the purchasers thereof to form a corporation" approved February 19th 1859 and of the laws of the said States, a corporation under the name of the Chicago and North western Railway Company, and are about to convey the aforesaid railway, property, franchises rights and things to the said corporation,

Now this indenture witnesseth that the said party of the first part in consideration of the premises, and of one dollar to the said party of the first part paid by the parties of the second part, has granted, bargained sold, remised released and conveyed, and does by these presents, grant, bargain, sell, remise, release and convey unto the said parties of the second part, all and singular the railways, ways and rights of way, depot grounds, and other lands; all tracks bridges, viaducts, culverts, fences and other structures, all depots, station houses, engine houses, car houses, freight houses

wood houses and other buildings; and all machine shops and other shops required for use, in connection with the said railway or the business thereof, and including also all locomotives, tenders, cars and other rolling stock or equipment, and all machinery tools implements and materials for the constructing operating repairing or replacing the said railway or any part thereof or any of its equipment or appurtenances and also all franchises connected with or relating to the said railway, or the construction maintenance or use thereof, and all corporate and other franchises, and all property rights or things granted or conveyed, or expressed or intended so to be by the aforesaid trust deeds or either of them, for a more particular description of which reference is made to the said trust deeds as well as to the aforesaid conveyances of the said James Winslow and of the said William A Booth and James F D Lanier to the said parties of the second part. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders tolls, incomes rents issues and profits thereof; and also all the estate right title interest property possession claim and demand whatsoever, as well in law as in equity of the said party of the first part of in and to the same, and any and every part thereof with the appurtenances. To have and to hold the same unto the said parties of the second part and their assigns, as joint tenants, and not as tenants in common, and unto the survivor of the said parties of and for the only proper use and behoof of the said parties of the second part and their heirs & assigns, and of the survivor of them, and assigns of such survivor forever.

In testimony whereof the said party of the first part has caused its common and corporate seal to be hereto affixed, and the same to be attested by the signature of its President, and Secretary and treasurer, and the parties of the second part have hereunto set their hands and seals the day and year first above written

Seal of the Chi. St P. & F. D L R R Co.

W. B. Ogden
President

Charles Butler
Treasurer & Secretary

Signed sealed and delivered in presence of
James R Young
Finley. J Wright

United States of America
State of New York
City and County of New York

Be it known that on the seventh day of October in the year One thousand eight hundred and fifty nine before me the undersigned Edwin F Corey Junior, resident in the City of New York, and a commissioner duly commissioned and qualified by the Executive Authority and under the laws of the State of Wisconsin, to take the acknowledgement of deeds &c. to be used or recorded therein, and a commissioner duly commissioned and qualified by the executive authority and under the laws of the State of Michigan to take the acknowledgement of deeds &c to be used or recorded therein, and a public notary in and for the State of New York by letters patent under the Great Seal of State, duly commissioned and sworn personally appeared William B. Ogden, and Charles Butler to me personally known to be the real persons described in and who executed the foregoing instrument. And the said William B Ogden being by me duly sworn said that he resides in the City of Chicago, State of Illinois, and that he is the President of the Chicago St Paul and Fond du Lac Railroad Company, that the seal affixed to the foregoing instrument is the common and corporate seal of said Company, and was affixed thereto by their authority

and that he as President and Charles Butler as Secretary and Treasurer subscribed their names thereto by like authority, and that said Charles Butler is the secretary and treasurer of said Company

And said Charles Butler acknowledged that he executed said instrument on behalf of and as the act and deed of the said railroad Company for the uses and purposes therein mentioned

And I hereby certify that the said instrument is executed and acknowledged according to the laws of the State of New York.

Com.r Seal Wis

Comm.r Seal Mich

Notarial Seal

In testimony whereof I have hereunto set my hand and affixed my seals of office as such Notary and Commissioner, at my office in the City of New York the day and year first above written

Edwin F Corey Jun
Commissioner for the States of Wisconsin and Michigan
and Notary Public for the State of New York

Recorded October 24th 1859. at 4 o clock P.M

✓ Samuel J. Tilden & Ossian D Ashley & Wife
to
Chicago and North Western Railway Company.

This Indenture made this first day of July in the year of our Lord One thousand eight hundred and fifty nine, between Samuel J Tilden, and Ossian D Ashley of the City and State of New York parties of the first part and the Chicago and North Western Railway Company party of the second part and Harriet A Ashley wife of the said Ossian D Ashley party third part Witnesseth, that

Whereas the said parties of the first part became the purchasers of a certain railway hereinafter more particularly described, and formerly known as the Chicago, St Paul and Fond du Lac Railroad and of certain other property and franchises formerly owned or possessed by the Chicago St Paul and Fond du Lac Railroad Company at sales by public auction duly made at Janesville, in the State of Wisconsin, on the second day of June 1859, by virtue of a certain mortgage, or trust deed of the said company bearing date on the first day of August, One thousand Eight hundred and fifty five and recorded in the Registers office for Cook County Illinois August 14th 1855. in Book 21 of Mortgages page 376 &c for Lake County August 15th 1855 in Book O page 1. &c; for McHenry County August 15th 1855 in Book 10 page 49 &c and for Boone County August 16th 1855. in Book I. page 214 &c and in the Registers office for the County of Walworth in the State of Wisconsin August 24th 1855 in Volume 15 of Mortgages page 589 &c for Rock County August 16th 1855. in Volume K page 432. &c for Jefferson County August 17th 1855. Volume 13 page 160 &c; for Dodge County August 22 1855. in Volume L page 142 &c for Fond du Lac County August 20th 1855 in Volume F page 120 &c; and of a certain other mortgage or trust deed of the said Company bearing date on the sixth day of April, One thousand Eight hundred and fifty seven and recorded in the recorders office for Cook County, Illinois June 6th 1857 in Book 124 of Deeds page 596 &c, for Lake County June 27th 1857 in Book P. of Mortgages page 605 &c for McHenry County

June 8th 1857 in Volume 12 of Mortgages page 571 &c, and in Boone County June 25 1857 in Book L of Mortgages page 582 &c, and in the Registers office for the County of Winnebago in the State of Wisconsin June 24th 1857 in Volume 10 of mortgages page 400 &c for Rock County June 8. 1857 in Volume 4 of Mortgages page 398 &c for Jefferson County June 9 1857 in Volume H of mortgages for Dodge County June 20 1857 in Volume S of Mortgages page 306 &c for Fond du Lac County June 10 1857 in Volume 14 of Deeds page 200 &c for Winnebago County June 12 1857 in Book K of mortgages page 11 for Outagamie County June 23. 1857 in Volume 3 of mortgages page 578 &c, for Marquette County June 25th 1857 in Volume 1 of mortgages page 234 &c for Green County June 23d 1857 in Volume D of Mortgages page 441 &c for Brown County June 25 1857 in Volume A of mortgages, and in the office of the Secretary of State for the State of Wisconsin May 16th 1857 in Book of R.R. Mortgages page 178 &c in the Register's office for Marquette County Michigan June 18th 1857 in Book 1. of Mortgages page 124 &c and for Ontonagon County June 11th 1857 in Liber A of mortgages folio 22 &c.

And whereas James Winslow trustee under the said mortgage or Trust Deed of the said Chicago St Paul and Fond du Lac Railroad Company bearing date the first day of August One thousand eight hundred and fifty four duly by deed bearing date the said second day of June One thousand eight hundred and fifty nine, and duly executed and delivered to the said parties hereto of the first part, conveyed the said parties of the second part, among other things therein described as follows: All and singular the Railroad from Chicago in the State of Illinois via Woodstock to Janesville, in the State of Wisconsin and thence via Watertown to the City of Fond du Lac in Wisconsin being part of the Railroad known as the Chicago St Paul and Fond du Lac Railroad and the portions thereof from Chicago to Janesville or about ninety two miles and from Fond du Lac to the La Crosse Junction or about thirty miles, being completed and in operation, and the portion thereof from Janesville to La Crosse Junction being partially constructed, together with all the rights of way, depot grounds, railways tools bridges fences stations, station houses, and other buildings, and also all the lands and hereditaments of the said Company, in connection with the said Railway, or relating thereto; and also all the tolls, income, rents, issues and profits, and corporate or other franchises of the said Chicago St Paul and Fond du Lac Railroad Company, connected with the said line of Railway or relating thereto; and also all the locomotive engines tenders Cars of every kind, machinery, machine shops, tools and implements, wood and property connected with the proper equipment, working and operating and conducting of the said Road; and also all and singular the property of every name and nature, and all rights privileges and franchises conveyed by, or embraced within the said mortgage or deed of trust, it being intended by these presents to convey all the property rights privileges and franchises and things whatsoever which the said parties of first part as Trustee under and by virtue of the said deed or mortgage, may lawfully or rightfully sell and convey and remove

And whereas William A Burt and James F D Lanier the continuing Trustee under the said mortgage or trust deed of the said Chicago St Paul and Fond du Lac Railroad Company, made the said Trustee with William Ogden who has since resigned, and bearing date the tenth day of April One thousand Eight hundred and fifty, Some did by deed bearing date the said 2nd second day of June One thousand Eight hundred and fifty nine and duly executed and delivered to the said parties thereto of the first part, convey unto the said parties the property franchises and things therein described as follows: The Railroad of the said Chicago St Paul & Fond du Lac Rail Road Company from the City of Chicago through the cities of Janesville and Fond du Lac to Lake Superior with the termini on the said Lake one at or near Marquette, at the mouth of Carp River and the other at or near Ontonagon

at the mouth of Ontonagon River being the direct lines between Chicago and said Marquette and Ontonagon, which the said lines be called and known as the Main Trunk lines or some of them as branches to the main Trunk line; and all the land railways, rails bridges, fences, right of way, stations depot grounds, station houses and other buildings held or owned by the said Company for the purpose of constructing operating and maintaining their said rail road or the accommodation of the business thereof; and also all the tolls income, rents issues, profits and alienable franchises of the said Company, connected with their rail road or relating thereto, and also all the locomotives or stationary engines, tenders and cars of every kind, machinery, machine shops, tools and implements and materials connected with or intended for the construction or equipment, operating or conducting of said railroad conveyed or intended to be conveyed, in and by the said deed of trust, or indenture of mortgage to the said trustees, or which at the time of the execution of said indenture, were owned or were thereafter acquired by the said Company; subject nevertheless, as to all that part of the railroad of the said Company from Chicago to Fond du Lac, and to appurtenances property and franchises to the prior lien of the aforesaid indenture of mortgage, made and executed by the said Company to James Winslow trustee and to all rights and claims which may have been acquired by any person persons or corporations under or by virtue of any sale grant or conveyance made by the said James Winslow trustee, under or by virtue of such indenture of mortgage; And also all the rights title interest claim or demands which the said Company may have acquired in or to one million of acres of public lands of the United States, situated lying and being in the States of Wisconsin and Michigan adjoining and adjacent the above described railroad and branches between Fond du Lac on Lake Winnebago, and Ontonagon and Marquette or Dan Superior, as in said indenture made to said trustee is described being parts and parcels of the lands which were granted to the States of Wisconsin and Michigan by the Acts of Congress approved June 3d 1856 in the said indenture referred to, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining; subject nevertheless, to the provisions and requirements of the several acts of Congress aforesaid; and the acts of the legislature States of Wisconsin and Michigan respectively, granting the said lands to the assignors and predecessors of the said Company; and also all and singular the property of every name and nature; and all rights privileges, and franchises, conveyed by or embraced within the said indenture made to the said trustees, the said parties of the first part, and the said William Ogden, as aforesaid, it being intended by these presents to convey all the property, rights, privileges and franchises and things whatsoever, which the said parties of the first part as Trustees under and by virtue of the said last mentioned indenture, may or might lawfully or rightfully sell and convey and remove.

And whereas the party hereto of the second part is a corporation duly formed and organized in pursuance of an act of the State of Wisconsin entitled "An act to facilitate and authenticate the formation of a Corporation by the purchasers of the Chicago St Paul and Fond du Lac Railroad Company" approved March 14th 1859. and of the laws of the State of Wisconsin and is also a corporation duly formed and organized in pursuance of an act of the State of Illinois entitled "An act to authorize the sale of the Chicago St Paul and Fond du Lac Railroad and to enable the purchasers thereof to form a Corporation" approved February 19th 1859, and the laws of the State of Illinois

And whereas the said parties hereto of the first part have agreed and with the said party of the second part to sell and convey to the said party of the second part, all and singular the property, franchises and things conveyed to the said parties of the first part by the aforesaid deeds of the said James Winslow and of the said William A Burt and James F D Lanier, in consideration of the making and delivery by the said party of the second part to the said parties of the first part of certain bonds and stock

of the said party of the second part, the nature sums amounts and denominations of which are more particularly described and specified in an agreement between the parties hereto bearing even date herewith.

Now Therefore in consideration of the premises and of the making and delivering by the said parties of the first part of the aforesaid bonds and stock and of One dollar the receipt whereof is hereby acknowledged, the parties hereto of the first part and the party hereto of the third part have granted, bargained sold, assigned transferred and set over and do by these presents grant, bargain sell convey, assign transfer and set over unto the said party of the second part, all the right title and interest of them the parties of the first and third part, and of either of the said parties acquired by virtue of the deeds of the said James Winslow, trustee, or by virtue of the deeds of the said William A Brook and James D Lanier, trustees, both of which deeds bear date the Second day of June 1859 and are herein before referred to, and in part recited, of in and to all and singular the railroads and their appurtenances, and all the estate real personal or mixed, and all the property franchises rights and things of whatsoever name and nature which are embraced or conveyed by the aforesaid deeds of the said Winslow, and the said Brook and Lanier, for a more particular description of which reference is made to the said deeds, and the parts thereof herein before recited, and all right, title and interest of them, the parties of the first and third part and of either of them acquired by virtue of a conveyance made by William B Ogden as former trustee under the said second above grant mortgage or trust deed to the parties of the first part and bearing date the second day of June one thousand Eight hundred and fifty nine and conveyance made by virtue of a conveyance made by the Chicago Pacific Railroad Company to the parties of the first part and bearing date the fifth day of June one thousand Eight hundred and fifty nine and recorded seventh July, and also the true intent and meaning of these presents that nothing herein contained shall be construed to express or imply any covenant by the parties of the first or third parts or either of them, but that this instrument shall operate to convey in behalf of the said parties, all the estate and interests in the railway and appurtenances personal rights franchises and things hereinbefore described, which the said parties or either of them might hold by virtue of the aforesaid conveyances, and that the said parties, each for himself or herself, and not one for the other, can lawfully and rightfully convey and no more.

To Have and to hold the same unto the said party of the second part and to successors and assigns to and for its and their own proper use benefit and behoof forever as fully as the said parties of the first and third part can convey the same as aforesaid, and not otherwise.

And the said party of the third part wife of the said Ossian D Ashley, one of the parties of the first part for the consideration aforesaid one of the dollar to her in hand paid, the receipt whereof from the party of the second part is hereby acknowledged, has joined with her husband in these presents, and has released, and does hereby release unto the said party of the second part, all her right and title of dower in all and singular the premises hereinbefore granted.

In Testimony whereof the said parties hereto of the first and third part have hereunto set their hands and seals in the day and year first above written.

Samuel J. Tilden [L.S.]
O. D. Ashley [L.S.]
Harriet A. Ashley [L.S.]

Sealed and delivered in the presence of
Edwin F Cory Jr as to all
James T Sherwood as to Samuel J Tilden
G. Potter as to O D Ashley and wife

United States of America
State of New York
City and County of New York } ss

Be it known that on the sixth day of October AD 1859 before me the undersigned Edwin F Cory Jr a resident in the City of New York and a Commissioner duly commissioned and qualified by the Executive authority of, and under the laws of the State of Wisconsin to take acknowledgement of deeds &c, to be used or recorded therein, and a Commissioner duly commissioned and qualified by the Executive authority, and under the laws of the State of Michigan, to take the acknowledgement of deeds &c to be used or recorded therein, and a public notary in and for the State of New York, by letters patent, under the Great Seal of State, duly commissioned and sworn, personally appeared Samuel J. Tilden, Ossian D Ashley and Harriet A Ashley his wife, personally known to be the same persons described in and who executed the foregoing instrument of writing, and severally acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth; and the said Harriet A Ashley, on a private examination by me made, apart and apart from her husband, having had the contents of said instrument fully made known and explained to her by me, acknowledged that she executed the same, and relinquished her dower in the lands and tenements therein mentioned, voluntarily and of her own free will and without any fear or compulsion of her said husband, and did not desire to retract the same.

In Testimony whereof I have hereunto set my hand and affixed my seals of office as such Notary and Commissioner at my office in the City of New York the day and year first above written.

Edwin F Cory Jr
Commissioner for Wisconsin and Michigan and
Notary Public in and for New York

Seal
Comm'r Michigan
Comm'r Wisconsin

Recorded October 24th 1859 at 2 o'clock P.M.

Chicago and North Western Railway Company
and
Samuel D. Tilden

This Indenture made the first day of July in the year of our Lord One Thousand Eight Hundred and fifty nine between the Chicago and North Western Railway Company of the first part, and Samuel D. Tilden of the City and State of New York of the second part.

Whereas, the said parties of the first part are a corporation duly formed and organized in pursuance of a Statute of the State of Wisconsin entitled, "An act to facilitate and authenticate the formation of a corporation by the purchasers of the Chicago St Paul and Fond du Lac Railroad Company" approved March 14th 1859, and of the laws of the State of Wisconsin; and are likewise a corporation duly formed and organized in pursuance of a statute of the State of Illinois entitled "An Act to authorize the Sale of the Chicago St Paul and Fond du Lac Railroad Company and to enable the purchasers thereof to form a corporation" approved February 19th 1859 and of the laws of the State of Illinois.

And whereas the said parties of the first part have become vested with the title to the railroad formerly known as the Chicago St Paul and Fond du Lac Railroads, with it appurtenances, and all other property and franchises formerly owned or possessed by the Chicago St Paul and Fond du Lac Railroad Company by deed bearing even date herewith made and delivered to the parties of the first part by Samuel D. Tilden, and Ogden Dashby purchasers of the said Railroad properties and franchises, in conformity to the aforesaid Statutes, and to the laws of the said States.

And whereas, for the purpose of completing and equipping the Railroad acquired as aforesaid, and now known as the Chicago and North Western Railway, and of funding debts which are liens upon certain of the aforesaid property, or have been assumed by the parties of the first part, as a part of the purpose of paying the consideration of the agreement between the said parties of the first part and the aforesaid purchasers; whereby the said Railway and property were acquired, the said parties of the first part have resolved to make and deliver bonds of two classes, but secured by the same trust deed or mortgage, in the forms and amounts hereinafter specified. The first class of the said bonds, designated as "sinking fund bonds" amounting in the aggregate to one million and one Hundred Thousand dollars, with a contingent provision for a further issue of the additional amount of One hundred and fifty thousand dollars. Five hundred and fifty of the denomination of One Hundred dollars each and numbered consecutively from one to five hundred and fifty inclusively; two hundred and fifty of the denomination of Five Hundred dollars, and numbered consecutively from two hundred and fifty one to five hundred inclusively; One hundred and fifty of the denomination of Five Hundred dollars, and numbered consecutively from five hundred and one to six hundred and fifty inclusively; and nine hundred and fifty of the denomination of One Thousand dollars; and numbered consecutively from Six hundred and fifty one to Sixteen hundred inclusively; and the contingent issue of One hundred and fifty of the denomination of One Thousand Dollars and numbered consecutively from Sixteen Hundred and one to Seventeen Hundred and fifty inclusively.

All the bonds of the first class are dated the first day of July One Thousand eight hundred and fifty nine, and payable on the first day of August A.D. One Thousand Eight hundred and Eighty five at the office or agency of the parties of the first part, in the City of New York; bear interest from the first day of August A.D. One Thousand Eight hundred and fifty nine at the rate of Seven per centum per

annum payable semiannually at the said office or agency on the first days of February and August in each year; are equally and ratably secured by this instrument, and according to their respective amounts entitled to the advantage of the special preferred lien herein established in their favor, and the benefits to be derived from the sinking fund herein provided, and are in the form following.

No. _____ United States of America _____ $

State of Illinois and Wisconsin

Chicago and North Western Railway Company.

First Mortgage Sinking Fund Bond.

Know all men by these presents, that the Chicago and North Western Railway Company are indebted to Samuel D. Tilden of the City of New York, or bearer in the sum of _____ dollars, lawful money of the United States of America, which the said Company promise and agree to pay to the said Samuel D. Tilden, or bearer hereof on the first day of August A.D. 18__ at the office or agency of the said Company in the City of New York, with interest thereon from the first day of August 1859, at the rate of Seven per centum per annum payable semi annually by the said Company, at their office or agency in the City of New York on the first days of February and August in each year, on the presentation and surrender of the annexed coupons as they severally become due; and in case of non payment of interest for any half year, if demanded and the same remaining in arrear for six months thereafter, the principal shall become due and payable as provided in the trust deed hereinafter mentioned.

This Bond is one of a series of bonds of the same tenor and date but of several denominations, which bonds amount in the aggregate to One million and One hundred Thousand dollars, with a contingent provision for a further issue of an amount not exceeding One Hundred and fifty thousand dollars, and form the first class of bonds, the payment of which is secured by a deed of trust duly executed and delivered by the said Railway Company to Samuel D. Tilden, trustee and conveying the railway of the said Company from Chicago to a point twenty miles northerly from Fond du Lac and all the depot grounds, depots equipments and other things pertaining thereto, and all the franchises of the said Company, as by reference to said trust deed bearing date on the first day of July A.D. 1859, and duly recorded will more fully appear. And the holder hereof is entitled to the privileges established in favor of the said first class of bonds by the said deed of trust and to the advantage of the special preferred lien created by the said deed of trust upon all the property and things therein embraced; the holder hereof is also entitled to the benefits which may be derived from a sinking fund to be set apart annually by the said Company as specified and provided for in said deed of trust.

This bond entitles the person registered on the books of the Company as the holder thereof at the time of any general or special meeting of the Stockholders, to one vote for every one hundred dollars of the par amount thereof, as a special stock created under the act of the State of Wisconsin approved March 14th 1859 and the laws of that State and of Illinois, but such stock is not subject to assessment nor entitled to dividends.

This bond shall not be valid or obligatory until it shall have been authenticated by a certificate endorsed thereon, and duly signed by the said trustee or his successor.

This bond may pass by delivery or it may be registered on the books of the Company at the option of any holder; and after such registration and the endorsement of a certificate thereof upon the bond, no transfer shall be valid unless such transfer be registered and endorsed as aforesaid, or unless the last registry be to bearer or in blank.

Om

In Witness Whereof the said Company have caused their Corporate Seal to be hereunto affixed, and their President and Treasurer to sign, and their Secretary to Countersign the same, and have also caused the Coupons hereunto annexed to be signed by their Assistant Secretary, this first day of July in the year of our Lord One thousand Eight hundred and fifty nine

Countersigned

Secretary.

President

Treasurer

The second Issue of the said bonds amounting in the aggregate to three millions and five hundred thousand dollars, with a contingent provision for a further issue to the additional amount of One hundred thousand dollars consist of two hundred and fifty of the denomination of One Hundred dollars, and numbered consecutively from seventeen hundred and fifty one to two thousand inclusively; two hundred and fifty of the denomination of two hundred dollars each and numbered consecutively, from two thousand and one, to two thousand two hundred and fifty, and assigned as fifty of the denomination of five hundred dollars, and numbered consecutively from two thousand two hundred and fifty one, to two thousand five hundred inclusively, and thirty three hundred of the denomination of One thousand dollars, numbered consecutively from two thousand five hundred and one, to five thousand eight hundred inclusively, and the contingent issue of one hundred of the like denomination numbered consecutively from five thousand eight hundred and one to five thousand nine hundred inclusively. All the bonds of the second issue, are dated the first day of July 1859 and are payable on the first day of August 1885 at the office or agency of the parties of the first part in the City of Newyork, bear interest from the first day of August A.D. 1860. at the rate of seven per centum per annum payable semi annually at the said office or agency on the first days of February and August in each year, and are equally and ratably secured by this instrument according to their respective amounts, and are in the form following

United States of America

No. ——— States of Illinois and Wisconsin ———

Chicago and North Western Railway Company

First Mortgage Bond.

Know all men by these presents that the Chicago and North western Railway Company are indebted to Samuel J. Tilden of the City of Newyork or bearer in the sum of ——— dollars lawful money of the United States of America, which the said Company promise and agree to pay to the said James Tilden or bearer hereof, on the first day of August A.D. 1885 at the office or agency of the said Company in the City of Newyork, with interest thereon from the first day of August 1860 at the rate of seven per centum per annum payable semi annually by the said Company at their office or agency in the City of Newyork on the first days of February and August in each year, on the presentation and surrender of the annexed Coupons as they severally become due. And in case of the non payment of interest for any half year if demanded, and the same remaining in arrear for six months thereafter, the principal shall become due and payable as provided in the trust deed hereinafter mentioned

This bond is one of a series of bonds of the same tenor and date, bid of several denominations which bonds amount in the aggregate to three millions and five hundred thousand dollars, with a contingent provision for a further issue to an amount not exceeding One Hundred thousand dollars; and which with an issue of preferred sinking fund bonds secured by the same trust deed, amounting in the aggregate to four millions six hundred thousand dollars, with a contingent provision for a further issue to an amount not exceeding two hundred and fifty thousand dollars, the payment of all which is secured by a deed of trust duly executed and delivered by the said railway company to Samuel

J. Tilden, trustee and conveying the railway of the said Company from Chicago to a point twenty miles northerly from Fond du Lac, and all the depot grounds, depot equipments and other things pertaining thereto, and all the franchises of the said Company, subject to the priorities in the said trust deed provided in favor of the issues of preferred sinking fund bonds therein mentioned, as by reference to the said trust deed, bearing date on the first day of July A.D. 1859 and duly recorded will more fully appear. This bond entitles the person registered on the books of the Company, as the holder thereof, at the time of any general or special meeting of the Stockholders, to one vote for every one hundred dollars of the par amount thereof, as a special stock created under the act of the State of Wisconsin, Approved March 14th 1859. and the laws of that State and of Illinois; but such stock is not subject to assessment nor entitled to dividends

This bond shall not be valid or obligatory until it shall have been authenticated by a certificate indorsed hereon, and duly signed by the said trustee or his successor

This bond may pass by delivery, or it may be registered in the books of the Company at the option of any holder, and after such registration, and the endorsement of a certificate thereof upon the bond, no transfer shall be valid unless such transfer be registered and indorsed as aforesaid, or unless the last registry bear or in blank

In witness whereof, the said Company have caused their Corporate Seal, to be hereunto affixed, and their President and Treasurer to sign, and their Secretary to Countersign the same and have also caused the Coupons hereto annexed to be signed by their Assistant Secretary this first day of July in the year of our Lord One thousand Eight hundred and fifty nine

President

Treasurer

Countersigned

Secretary.

Of the contingent issues herein provided for One Hundred thousand dollars of the first class of bonds is for new and additional equipment, Engine and car houses, and other construction as well as for the old as for the new portions of the said railway, as may be from time to time required by the business; and the remaining fifty thousand dollars of bonds of the first class, and the One hundred thousand dollars of bonds of the second class are to be applied as aforesaid, or if needful to the liquidating of specific liens upon portions of the property acquired as aforesaid and funding the bonded debts assumed by the parties of the first part. All of which bonds so issued or to be issued, are hereby declared and agreed to be given as consideration for the purchase of the said railway, property rights and franchises as hereinafter recited.

Now this Indenture witnesseth that the parties of the first part in consideration of the premises, and of one dollar to them in hand paid, the receipt whereof is hereby acknowledged and in order to secure the payment of the principal and interest of the bonds aforesaid, issued or to be issued as herein recited and provided, and every part of the said principal and interest as the same shall become payable according to the tenor of the said bonds, and of the Coupons thereto annexed, have granted, bargained, sold, conveyed and transferred, and do by these presents grant bargain sell and convey and transfer, unto the party of the second part, and his heirs and assigns, and unto the survivor of the said parties of the second part in the trust herein after recited and his heirs, and the respective heirs and assigns of such survivors, all the railway of the parties of the first part, extending from the City of Chicago in the State of Illinois to a point twenty miles northerly from the City of Fond du Lac, and about four miles westerly from the City of Oshkosh in the State of Wisconsin, by way of the cities of Janesville, Fond du Lac and Oshkosh, in the said State, and including that portion of the said railway between the said cities of Janesville and the La Crosse & Minnesota Junction which is now in force of

of Construction, as the same shall be hereafter finished, as fully and effectually as of the whole of the said Railway were completed before the execution of these presents; including all the Railways, ways and rights of way, depot grounds and other lands, all tracks, bridges viaducts, culverts, fences and other structures; all depots, Station Houses engine Houses Car Houses freight Houses, wood Houses and other Buildings; and all machine Shops, and other Shops; with the new lands or lands hereafter acquired for the use, in connection with the said Railway & the business thereof, and including also, all Locomotives, tenders, Cars and other rolling stock or Equipment and all machinery, tools implements fuel and materials for the Construction operating repairing or replacing the said Railway, or any part thereof, or any of its Equipment or appurtenances, whether now held or hereafter acquired, all of which things are hereby declared to be appurtenances and portions of the said Railway; and also all franchises connected with or relating to the said Railway, or the Construction maintainance or use thereof, now held or hereafter acquired by the said parties of the first part; and all corporate and other franchises which are now or may hereafter be possessed or exercised by the said parties of the first part To gether with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders rents, incomes rents, issues and profits thereof, and also all the estate, right title interest property possession Claim and demand, whatsoever, as well in Law as in Equity of the said parties of the first part, of in and to the same, and any and every part thereof, with the appurtenances; reserving nevertheless to the said parties of the first part full power, with the approval in writing of the Trustee herein provided, for the time being, to sell or exchange any lands which may be used for the use of any of the aforesaid depots shops or other buildings, or for a supply of fuel or gravel, or other materials, for which purpose full power is hereby conferred on the said Trustee to release any lands so sold or exchanged from the lien of these presents; but the lands acquired in substitution for any so sold or exchanged, shall become subject to the operation of these presents, with the same effect as if originally embraced herein by specific description, and any surplus of money or profits which may arise from any such sale or exchange shall be subject to the control and custody of the said Trustee, as invested with his approval reserving: also to the parties of the first part, for the purpose of erecting or causing or procuring to be erected, for the use of the said Railway, or for use in connection therewith, grain or freight, or other warehouses or depot buildings, full power, with the approval of the Trustee for the time being, to convey, sell, lease, or mortgage such portions of the said lands as may be occupied, or required to be occupied by or necessarily used or needed for any warehouse or warehouses, or other depot buildings, which may be erected as aforesaid; for which purpose full power is hereby granted to the Trustee for the time being to release such portions of the said lands from the lien of these presents, and reserving also to the said parties of the first part, full power, from time to time to dispose of according to their discretion; such portions of the said Equipment machinery and implements, as may have become unfit or unnecessary for the use of the said parties of the first part and to replace the same by new, which shall thereupon become subject to the operation of these presents as aforesaid, and reserving also to the said parties of the first part full power to withdraw from the operations of these presents the portion of the aforesaid Railway which is situated northerly from the Wolf River at the City of Oshkosh, for the purpose of encouraging the extension of the said railway from the said City of Oshkosh & Appleton, for which purpose full power is hereby conferred on the said Trustee to release the said portion from the lien of these presents; and subject, nevertheless in respect to certain of the aforesaid lands situate in the City of Chicago and acquired for depot grounds, which are described in a trust deed of William B Ogden & Azariah C. Flagg bearing date the first day of January, One thousand Eight hundred and fifty Seven and recorded in the office of the Recorder of Cook County in the State of Illinois, on the twenty third day of February One thousand Eight hundred and fifty Seven in book One hundred and twenty six

of deeds page three hundred and sixty four, and to the provisions of the said trust deed and the prior liens created thereby; and in respect to certain other of the aforesaid lands also situate and acquired as aforesaid, which are described in a trust deed of the said William Ogden to Richard M Winslow bearing date on the thirty first day of May, One thousand eight hundred and fifty eight, and recorded in the office of the said Recorder on the seventh day of August One thousand eight hundred and fifty eight in book One hundred and fifty six of deeds page six hundred and twenty five, and to the provisions of the said last mentioned trust deed, and the prior liens created thereby; the obligations secured by which said incumbrances, the parties of the first part have assumed and agreed to pay, and in evidence and security thereof have executed and delivered a trust deed of the aforesaid Lands to the said Azariah C Flagg, bearing even date herewith, but to which as respects the aforesaid lands these presents are subject.

To have and to hold the above described premises and appurtenances, but subject to the reservations, conditions and provisions herein contained unto the said party of the second part, and his heirs and assigns, and unto the several successors of the said party of the second part in the trust hereby created, and their respective heirs and assigns to the only proper use and behoof of the said party and his heirs and assigns, and of the said successors and their respective heirs and assigns in trust nevertheless for the following purposes, that is

1. In case default shall be made by the parties of the first part, or their successors or assigns, in the payment of any interest on any of the aforesaid bonds according to the tenor of the coupons thereof annexed, or in the payment of any principal of any of such bonds as the same shall become demandable, or in any payment required by these presents to be made into the sinking fund herein provided, or in any covenant or agreement of the said parties of the first part, herein required to be performed or kept by the said parties; and if such default shall continue for the period of three months, it shall be lawful for the said trustee himself or by his Attorneys or agents to enter into and upon all and singular the premises hereby conveyed, or intended so to be, and each and every part thereof; and himself or by his attorneys or agents, to have hold use and enjoy the same; himself or by his superintendents, managers, receivers or servants operating the said railway, and conducting the business thereof, and making from time to time all repairs and replacements, and all useful alterations, additions and improvements thereto, as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freights incomes, rents issues and profits of the same, and of every part thereof; and after deducting the expenses of operating the said railway, and conducting its business, and of all the said repairs, replacements, alterations additions and improvements, and all payments for taxes, assessments, charges or liens on the said premises, or on any part thereof, and as well as just compensations for his own services, to apply the residue of the moneys arising as aforesaid;

First. To the payment of the interest then due on such of the aforesaid bonds as are herein designated as sinking fund bonds, in the order in which such interest shall have become due, or shall become due, and to the persons holding the coupons evidencing the right to such interest;

Secondly. After paying all the aforesaid interest then due, and making such provision as the said trustee may deem advisable for any half years interest next to fall due, to the payment of the interest on the others of the aforesaid bonds as herein designated as sinking funds bonds, in the order aforesaid, and to the persons holding the coupons evidencing the right to such interest;

Thirdly. To the payment required by these presents to be made into the sinking funds hereby provided.

And if at any time the moneys applicable to any class of the said payments shall not suffice to pay the said class in full the said moneys shall be applied ratably towards such payments. And in case all the said payments of any class shall have been made in full and no sale shall have been made in conformity herein, the said trustee shall reconvey the premises hereby conveyed unto the said party of the first part its successors and assigns;

provided that if any default hereinbefore specified be subsequently made, such default shall not, nor shall any precedent entry, be construed to exhaust or in any manner impair the powers of entry & sale, or any power hereby granted & or conferred upon the said trustee &c. In case default shall be made as aforesaid, and shall continue as aforesaid, it shall & may be lawful for the said trustee after entry as aforesaid, or other entry, or without entry himself, or by his Attorneys or agents, to sell and dispose of all and singular the premises hereby conveyed, or intended so to be, or any portion thereof, and all right benefit and equity of redemption of the parties of the first part, their successors and assigns, at Public Auction in the City of New York, or in the City of Chicago, or in such other place in the State of Wisconsin, as the said trustee or his Attorneys or agents may designate, or in any one or more of those places, and at such time or times, as he or they may appoint, having first given notice of the place or places, and the time or times of such sale or sale, by advertisement published not less than three times in each week in one or more newspapers in each of the said cities of New York and Chicago, & & adjourn the said sale or sales from time to time in his or their discretion; and so as aforesaid, & make the same at the time or times and place or places to which the same may be so adjourned; and to sell, subject to the lien created by these presents in favor of such of the aforesaid bonds as are herein designated as sinking fund bonds, & discharged of such lien, and if selling in the first instance subject to such lien then to retain, hold and exercise the powers of entry, sale and conveyance, and all the powers conferred by these presents, as amply, as if they had not been recited; and as the Attorney in fact of the said parties of the first part, their successors & assigns, for such purpose duly and irrevocably constituted, in the name of the said trustee, to make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in the law for the same in fee simple; and to make the said deed or deeds subject to the said lien or otherwise; which sale or sales made as aforesaid, and whether subject to the said lien or otherwise, shall be a perpetual bar both in Law and equity, against the said parties of the first part, their successors and assigns, and all other persons claiming or to claim the said premises, or any part thereof by from or under them, or any of them; And to apply the proceeds of such sale or sales, after deducting just allowances for all expenses of the said sale or sales, including attorneys and Counsel fees, and all other expenses, advances and liabilities, which may have been made or incurred by the said trustee in the operating or maintaining the said Railway or managing its business, and all payments for taxes, assessments, charges or liens on the said premises or any part thereof, or in administering the said trust, as well as Compensation for his own services and paying the lien created by the aforesaid mortgage deed of said parties of the first part & the said A C Flagg in the manner following ——

If the said sale or sales shall have been made subject to the lien created by these presents in favor of such of the aforesaid bonds as are herein designated as sinking fund bonds, then the said trustee shall apply the said net proceeds, first to the payment of the interest due on the said sinking fund bonds, in the order in which the said interest shall have become due, and to the persons holding the Coupons evidencing the right to such interest; and after paying in full all such interest, then to any payments which ought at that time to be made, according to the requirements of these parents with the sinking fund herein provided; and if any half years interest on the said sinking fund bonds shall at the time have partially accrued, retaining and reserving in the discretion of the said trustee from said proceeds the means to pay such half years interest at maturity; secondly, after paying and retaining as aforesaid to the payment of the interest then due on those of the said bonds not herein designated as sinking fund bonds in the order aforesaid to the persons holding the Coupons evidencing the right to such interest; and after paying in full all such interest to the payment of the principal of those of the said bonds not herein designated as sinking fund bonds, whether such principal be then due or not; and in case the portion

of the said proceeds which may be applicable to either of the aforesaid classes of payments shall not be sufficient to make the payment of said class in full, the said portion shall be applied ratably towards the said payments. But if the said sale or sales shall have been made, in the first instance, so as to discharge the prior lien created by these presents in favor of such of the aforesaid bonds as are herein designated as sinking fund bonds; or if any sale or sales of the said premises shall at any time be made, so as to discharge the aforesaid lien, then and in either of such cases, the said trustee, after deducting just allowances, and paying, as hereinbefore more fully specified in the case of sale shall apply the net proceeds of such sale or sales in the manner following. First to the payment of the interest then due on such of the aforesaid bonds as are herein designated as sinking fund bonds, in the order in which the said interest shall have become due, and to the persons holding the Coupons evidencing the right to such interest, and next to the payment of the principal of the said sinking fund bonds, whether such principal be then due or not; and the residue, after making the said payments in full, and after expending with interest as herein provided, any advances to pay interest on the said sinking fund bonds, which may have been made, or procured to be made in pursuance of any resolution or authority of holders of a majority in amount of the second class of the bonds, to the payment of the interest then due on such of the aforesaid bonds as are not herein designated as sinking fund bonds in the order in which said interest shall have become due, and to the persons holding the coupons, evidencing the right to such interest, and next thereafter to the payment of the principal of the said last mentioned bonds, whether such principal be then due or not, and unless the portion of the said proceeds which may be applicable, according to the aforesaid order of priority, to any of the aforesaid classes of payments, shall not sufficient to make the payments of such class in full, the said portion shall be applied ratably towards the said payments.

And it is hereby declared that the receipt or receipts of the said trustee shall be a sufficient discharge to the purchaser or purchasers of the premises or any part thereof for his or their purchase money, and that such purchaser or purchasers, his other heirs, Executors, or administrators shall not after payment thereof, and having such receipt be liable to see to the being applied upon or for the trusts and purposes of these presents or in any manner howsoever be answerable for any loss, misapplication or non application of such purchase money, or any part thereof, or be obliged to enquire into the necessity expediency or authority of or for any such sale or sales.

Provided always, and the grant and Conveyance herein contained are upon the express condition that if the said parties of the first part shall well and truly pay, or cause to be paid, the interest on the said bonds issued or to be issued as aforesaid, as the same shall fall due and be demanded, and also the principal thereof, when the same shall fall due, or shall exhibit the said bonds cancelled to the said party of the second part, or his successors in the said trust then the estate title and interest of the party of the second part, and his successors, in the trust shall cease determine and become void; but otherwise they shall remain in full force and virtue.

And the said parties of the first part hereby Covenant and agree to and with the said party of the second part and his successors that in case of default shall be made by the said parties of the first part or their successors or assigns in the payment of any half years interest, on any of the bonds, herein designated as sinking fund bonds, at the time and in the manner in the Coupon issued therewith provided the said Coupon having been presented, and the payment of the interest therein specified duly demanded; and in case such default shall continue for the period of six months after the said Coupon shall have become due, then and in that case the principal of the bonds in respect to which such default shall have happened shall become and at the election of the

said trustee, to be made at any time without notice, the principal of all the said bonds of both classes shall become due and payable, anything therein contained to the contrary notwithstanding; and in case default shall be made and continue as aforesaid, in the payment of any half years interest on any of the aforesaid bonds of the second class, then and in that case, the principal of the bonds in respect to which such default shall have happened shall become, and at the election of the said trustee, to be made at any time without notice the principal of all of the said bonds of the second class shall become due and payable anything therein contained to the contrary notwithstanding; Provided nevertheless, that the operation of this provision may be suspended in the cases and in the manner hereinafter provided.

And the said parties of the first part hereby further covenant and agree with the said party of the second part and his successors, that for the further security and ultimate redemption of such of the aforesaid bonds as herein designated as sinking fund bonds, the said parties of the first part their successors and assigns will on or before the first day of December in each and every year, until the principal of the said bonds shall be wholly paid beginning on the first day of December, in the year One thousand Eight hundred and Sixty four, set apart and appropriate, out of the earnings of the said Railway for the preceding year, and will on or before the said day, deposit with and pay to the trustee for the time being the full sum of twenty five thousand dollars; which sum, together with all accumulations of interest thereon that may actually come into the hands of the said trustee, shall be laid out and invested by the said trustee in the purchase of bonds, herein designated as aforesaid, provided the same can be purchased at a rate not exceeding the par of said bonds, and interest; and the bonds so purchased shall be held by the said trustee, and immediately stamped or endorsed as belonging to the said sinking fund, but shall continue in force, and the interest thereon shall continue to be paid by the parties of the first part, and the amount thereof shall be added to and applied as a part of the capital of the sinking fund hereby established, and be laid out and invested in the manner and within the limitation as herein provided.

And preparatory to the purchase of bonds as aforesaid the said trustee shall give thirty days notice thereof, in two or more of the daily newspapers published in the City of New York and shall make the said purchase at the lowest price or prices at which the same may be offered in pursuance of such notice, not such lowest price or prices at which the same may be offered in pursuance of such notice, not at such lower price or prices as he may be able to obtain the same, but not exceeding the par and interest of said bonds; and in case the said bonds cannot be purchased at par and interest, as above, within three months after the expiration of the notice aforesaid, then the said trustee may in his discretion invest the said sinking fund moneys in the purchase of the bonds of the second class at the lowest prices, not exceeding par and interest, at which they may be obtained, after notice as aforesaid.

And the said trustee shall furnish an annual statement or exhibit, to be submitted to the stockholders at their annual meeting, of the number and denomination of the bonds so purchased by him for the sinking fund; which bonds he shall also cause to be transferred and registered on the Bond Register, kept in the office or agency of the parties of the first part, in the City of New York, in the name of "The trustee of the sinking fund" so that the said Register will at all times show what bonds belong to said sinking fund; and the said trustee may vote on such bonds. And the said trustee shall and will at all times, on reasonable notice and request furnish the party of the first part a particular statement or account exhibiting the condition of the said sinking fund.

And the said parties of the first part hereby agree with the said parties of the second part, and his successors, that the said parties of the first part will not at any time hereafter use or appropriate any of the proper

earnings of the railway hereby conveyed, or incur any debt or liability for any purpose other than the completing, equipping, operating, repairing or replacing of the said railway & its appurtenances, providing facilities for its business, paying liens on its property, or carrying on its proper transactions, unless with the consent in writing of the holders of a majority in amount of each class of the aforesaid bonds, first had and obtained, or by resolutions at meetings duly held of the said two classes.

And the said parties of the first part hereby agree with the said party of the second part, and his successors, that the said parties of the first part will not at any time hereafter use or appropriate any of the proper earnings of the railway hereby conveyed, or incur any debt or liability for any purpose other than the completing, equipping, operating, repairing or replacing of the said railway & its appurtenances, providing facilities for its business, paying liens on its property, and carrying on its proper transactions, unless with the consent in writing, of the holders of a majority in amount of each class of the aforesaid bonds first had and obtained, or by resolutions at meetings duly held of the said two classes. And the said parties of the first part hereby further covenant and agree, to and with the said party of the second part, and his successors, that a book shall at all times hereafter, be kept by the parties of the first part and their successors at their office or agency in the City of New York, which shall be designated as the Voting Register of the first Mortgage Bond holders and shall be distinct from the Transfer Register of the Bonds; that the registry therein contained of the two classes of bonds secured by these presents shall be kept separately, that any holder of any of the said bonds shall be entitled to have his name and address, and the class and denomination of every of the said bonds held by him, entered in such registry on presenting at the aforesaid office or agency, a written statement of the said particulars, signed by himself, and if required, duly verified by the oath thereof by producing the bonds, or in such other mode as may be prescribed by the regulations for such verification; that the parties of the first part may in the first instance prescribe the said regulations, subject to the power hereby declared of the bond holders of each class acting by a majority in interest to adopt, alter, or repeal from time to time the said regulations, and generally to establish such as seem to them expedient; that such registration shall authenticate the right of the holder of every bond so registered to vote on the said bonds as provided therein, at every general and special meeting of the Stockholders of the said parties of the first part, and shall also entitle the said holder to notice, in such mode and form as may be provided by regulations prescribed or established as aforesaid, of all meetings of his class of the first mortgage bond holders; that the trustee for the time being shall at all times have free access to said book of registry, and shall from time to time and at all times, on his request in writing, be furnished with a copy thereof by the parties of the first part; but nevertheless shall have a right to require at his option, that any act or resolution of the said bond holders of either class affecting his duties or the interest of the trust hereby created, shall be authenticated by the signatures of all the persons assenting thereto, as well as by a minute of the proceedings of the meeting, that meetings of either or both of the said classes of the first mortgage bond holders may be called by the trustee for the time being, or in such other mode as may be provided by regulations prescribed or established as aforesaid, and the bond holders may vote thereat in person or by proxy; and that such other regulations or by laws in respect to such meetings may be from time to time made and established by the bond holders of each class acting by a majority in interest, as to them shall seem expedient.

And the parties of the first part hereby covenant to and with the party of the second part and his second successors in the trust hereby created, and his and their respective assigns, that the parties of the first part and their successors and assigns, shall and will from time to time and at all times hereafter execute deliver and acknowledge all and every such further deeds, conveyances and assurances in the law for the better assuring unto the party of the second part and his second successors in the trust hereby created and his and their

respective heirs and assigns, of the premises in manner as above conveyed or expressed or intended to be conveyed, as well in reference to property or things at any time or times hereafter acquired as to such as are now owned or possessed by the parties of the first part or for the better effectuating of the intent and objects of these presents, as by the said party of the second part or his Second successors in the trust hereby created, or his or their respective assigns or his or their Counsel learned in the Law, shall be reasonably advised, devised or required: And that the above described premises, and every part thereof in the quiet and peaceable possession of the said party of the second part, and his Second successors in the trust hereby created, and his and their respective heirs and assigns against all and every person or persons lawfully claiming or to claim the whole, or any part thereof, the said parties of the first part shall and will warrant and forever defend.

It is mutually agreed by and between the parties hereto that it shall be the duty of the trustee for the time being to exercise the power of entry, or the power of sale hereby granted or both upon the requisition in writing as hereinafter specified as applicable to the several cases of default, subject to the qualifications Herein after expressed, in the manner hereinafter provided as follows,

1. If the default be as to the interest or principal of the sinking fund bonds, the requisition shall be by holders of One Hundred Thousand Dollars of the sinking fund bonds, or holders of One million dollars of bonds of the second class; and in both the cases holders of a majority in amount of the sinking fund bonds may instruct the trustee to defer the entry for periods which shall not exceed six months at any one time, or one year in all from the accrual of the right of entry, and may instruct the said trustee to defer the exercise of the power of sale for like periods; and the said majority may also for the period for which such entry or sale shall be deferred, suspend the provision of the said sinking fund bonds whereby on default in respect to interest as in the said bonds specified, the principal thereof owned became due.

2. If the default be as to interest or principal of bonds of the second class the requisition shall be by holders of three hundred thousand dollars of such bonds, but holders of a majority in amount of the bonds of the second class may instruct the trustee to defer the entry or the exercise of the power of sale, from time to time in their discretion but for periods not exceeding one year at any one time; and the said majority may also in like manner suspend the provision of the bonds of the second class whereby on default in respect to interest, as in the said bonds specified the principal thereof owned became due, whether such default be in respect to interest on either the first or second class of the said bonds.

3. If the default be as to payment into the sinking fund herein provided for bonds of the first class, the requisition shall be by holding of a majority in amount of said bonds; but such holders may instruct the trustee to defer or omit the entry and the exercise of the power of sale according to their discretion, and whether so instructed or not the trustee if he shall be satisfied that the said Railway being and managed, and the net earnings fairly applicable, for the payment of interest on the sinking fund bonds, and next to the payment of interest on the bonds of the second class, nevertheless fail to afford a surplus over such payment sufficient to make good the sinking fund, as herein provided, may in his discretion defer or omit the exercise of the powers of entry and sale.

4. If the default be as to any of the Covenants, other than those above specified, the requisition shall be by holders of a majority in amount of the sinking fund bonds, or a majority in amount of the bonds of the second class, but holders of a majority in amount of both classes united may instruct the trustee to defer or omit the exercise of the powers of entry and sale according to their discretion.

5th. If the default be as to interest on the bonds of the second class, but there be no

default in respect to interest or principal of the sinking fund bonds, or in payment into the sinking fund, then and in that case — no sale at any time not less than thirty days before the time or times notified for a sale or sales of the premises hereby conveyed by reason of default in respect to the sinking fund bonds, the payments as in default in respect to the sinking fund bonds shall be advanced or paid to the trustee under the authority or with the sanction of holders of a majority in amount of the bonds of the second class or of a resolution adopted at a meeting duly held of such bond holders, then and in either of such cases, the sale or sales of the premises aforesaid shall be made subject to the prior lien created by these presents in favor of the sinking fund bonds; and if the sale or sales be made subject as aforesaid, and if a default in the payment of interest on the said sinking fund bonds shall have happened, whereby the principal thereof, owned become due, the said provision shall be suspended by the trustee until another default shall happen.

Provided nevertheless, that the aforesaid provisions regulating the discretion of the trustee in the exercise of the aforesaid powers granted by these presents, or either of them shall operate for such purposes only as between the trustee and the bond holders; and shall not nor shall any of the said provisions avail or be construed to operate as conditions to the valid or effectual exercise of the said powers, or either of them, or to defeat or affect any entry sale or conveyance which he may make by virtue of the powers of entry or sale granted by these presents.

And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents, that until a default and requisition as herein before defined and provided, the Trustee for the time being shall not be required to perform any active duty; that the said trustee may at all times and in all cases act in the said trust by one or more of such attorneys, agents and servants as he may from time to time appoint or constitute as validly and effectually, in all respects, as if acting personally; that the said trustee shall not be in any manner responsible for any default or misconduct of any such attorney agent or servant whom he may at any time so appoint or constitute, or for anything other than his own wilful default or misconduct; that the said trustee shall be entitled to just compensation for all services which he may hereafter render in his trust; that a resolution, adopted by a majority in interest of either class of the said bond holders requesting approving or ratifying any act or omission on the part of the said trustee, shall be full and conclusive justification of him as against each and all of the holders of the bonds of the said class, and shall acquit and discharge him from all accountability to said holders for and in respect to such act or omission but this provision shall not be construed to authorize any deviation from the rule established by these presents, for the distribution of net earnings or proceeds of the said Railway and property among the bond holders of the said class, according to the proportions of their respective interests; that the said trustee may resign and discharge himself of the trust created by these presents by notice in writing to the parties of the first part, or their successors or assigns, and also to the immediate successor of the said trustee, if such successor shall have been designated herein or in conformity to the provisions herein contained; that the said trustee may be removed by the vote of a majority in interest of the holders of the aforesaid bonds of the first class or vote of a majority in interest of the holders of the aforesaid bonds of the second class, the said vote concurring and being had at meetings duly held of the said bond holders, and attested by an instrument under the hands and seals of the persons so voting and acknowledged in the manner required in the States of Wisconsin and Illinois in order to entitle a conveyance to be recorded; that in case the party of the second part shall die, resign or be removed, his immediate successor shall be William Allen Butler of the City of New York; and in case the said William Allen Butler shall die resign or be removed or shall disclaim or decline to act the second successor of the said trustee shall be William J. Booth, of the said City

that the trustee for the time being shall have power, with the consent of the holders of a majority in amount of each class of the said bonds, if concurring to remove any trustee or other successor who may have been designated, and shall have power with the like consent, if the majorities of such classes concur, but if they differ in his own discretion to appoint an immediate or a second successor, in case either shall have died, resigned or been removed, or shall have disclaimed or declined or become incapable or unfit to act, and shall have power, with the consent of holders of a majority in amount of both classes of the said bonds to appoint not exceeding two new trustees to be associated with himself in the trust; that in case at any time hereafter any trustee shall die, resign or be removed as herein provided or by a court of competent jurisdiction, or in case any trustee shall become incapable or unfit to act in the said trust, and no successor shall have been provided in conformity thereto, a new trustee or new trustees, not exceeding three in number, may be appointed by the holders of a majority in amount of the first class of the said bonds to appoint not exceeding two new trustees to be associated with himself in the trust, that in case at any time hereafter any trustee shall die or resign or be removed as herein provided, or by a court of competent jurisdiction, or in case any trustee shall become incapable or unfit to act in the said trust, and no successor shall have been provided in conformity thereto, a new trustee or new trustees, not exceeding three in number may be appointed by the holders of a majority in amount of the first class of the said bonds; that the term trustee as used in these presents, shall be construed to mean the trustee who may be acting at the time, or if the number be increased the trustees who may be at the time acting; that upon the acceptance of appointment of any new trustee or trustees he or they shall become vested with all the powers and authorities and estates granted to or conferred upon the trustee of the party of the second part by these presents, and all the rights and interests requisite to enable the person or persons so acceding or appointed to execute the purposes of this trust, without any further assurance or conveyance; but all conveyances and other instruments shall be from time to time executed by the said trustee, and by the parties of the first part, which the counsel of the said trustee shall reasonably direct or advise for the purpose of assuring the legal estate in the premises to the trustee or trustees who shall for the time being be designated as successors in the said trust or appointed as trustee or trustees, and upon the death, resignation or removal of any trustee or an appointment in his place in pursuance of these presents, all his powers and authorities by virtue hereof shall cease; and if and so soon as effectual provision shall have been made for vesting the legal estate in the said premises in his successor or successors all the estate, right, title and interest of the said trustee so dying, resigning or being removed in the said premises, shall be divested and wholly cease and determine.

And it is hereby agreed between the parties to these Indentures that in the meantime and until default shall be made in the payment of the interest or principal of the said bonds or some of them, or some part thereof, or in the payments into the sinking fund, or in some of the covenants or agreements herein contained, to be kept by the said parties of the first part, it shall be lawful for the said parties of the first part and their successors peaceably and quietly to have hold use possess and enjoy the said premises, with the appurtenances, and to receive the income, tolls, rents, issues and profits thereof, to their own use and benefit without any hindrance or interruption suit or disturbance whatsoever of or by the said party of the second part or his successors in the trust, or any other person whatsoever, lawfully claiming or to claim the same by from or under him or them or any of them.

In testimony Whereof the said parties of the first part have caused their corporate seal to be affixed to these presents, and the same to be attested by the signatures of their President and Treasurer, and the said party of the second part

has hereunto set his hand and seal, to testify his acceptance of the said trust the day and year first above written.

Chicago & North Western R'y Co.

W B. Ogden President

E W Hutchings Treasurer

Samuel J. Tilden

Signed sealed and delivered in the presence of

N H Boody

Edwin F Cory Jr

United States of America
State of New York. City and County of New York } ss.

Be it known that on the fourth day of October in the year One thousand Eight hundred and fifty nine before me the undersigned Edwin F Cory Junior resident in the City of New York and a Commissioner duly commissioned and qualified by the executive authority and under the laws of the State of Wisconsin, to take acknowledgements of deeds to be used or recorded therein, and a public notary in and for the State of New York by letters patent under the Great Seal of State, duly commissioned and sworn, personally appeared William B Ogden, Edward W Hutchings and Samuel J Tilden, to me personally known to be the real persons described in and who executed the foregoing instrument. And the said Wm B. Ogden being by me duly sworn said that he resides in the City of Chicago and State of Illinois and that he is the president of the Chicago and Northwestern Railway Company, that the seal affixed to the foregoing instrument is the common and corporate seal of said Company and was affixed thereto by their authority; and that he as President and Edward W Hutchings as Treasurer subscribed their names thereto by like authority; and that said Edward Hutchings is the Treasurer of said Company. And said Edward W Hutchings acknowledges that he executed said instrument on behalf of and as the act and deed of the said Railway Company for the uses and purposes therein mentioned. And the said Samuel J Tilden personally acknowledged that he executed the said instrument freely, and for the purposes stated. And I hereby certify that the said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed my seal of office as such Notary and Commissioner at my office in the City of New York, the day and year first above written.

Edwin F Cory Jr

Edwin F Cory Jr
Commr for Wis

Edwin F Cory Jr
Notary Public

Recorded October 24th 1859 at 4 o'clock P.M.

Chicago and North Western Railway Company
and
Edward W Hutchings

This Indenture made this first day of August in the year of our Lord One Thousand Eight hundred and fifty nine between the Chicago and North Western Railway Company of the first part and Edward W Hutchings of the City of Boston and State of Massachusetts of the second part:

Whereas the said parties of the first part are a corporation duly formed and organized in pursuance of a Statute of the State of Wisconsin entitled, An Act to facilitate and authenticate the formation of a corporation by the purchasers of the Chicago St Paul and Fond du Lac Railroad Company, Approved March 14th 1859, and of the Laws of the State of Wisconsin; and are likewise a corporation duly formed and organized in pursuance of a Statute of the State of Illinois entitled "An act to authorize the sale of the Chicago St Paul and Fond du Lac Railroad and to enable the purchasers thereof to form a Corporation" approved February 17th 1859 and of the Laws of the State of Illinois.

And whereas the said parties of the first part have become vested with the title to the said road formerly known as the Chicago St Paul and Fond du Lac Railroad with its appurtenances, and of other property and franchises forming parts or possessed by the Chicago St Paul and Fond du Lac Railroad Company, by deed bearing date the first day of July One Thousand Eight Hundred and fifty nine and made and delivered to the parties of the first part by Samuel J Tilden, and Decan D Ashley, purchasers of the said Railroad property and franchises in conformity to the aforesaid Statute and to the laws of the said States.

And whereas for the purpose of funding debts which are liens upon certain of the aforesaid property, or have been assumed by the parties of the first part as and for the purpose of paying the consideration of the agreement between the said parties of the first part, and the aforesaid purchasers, whereby the said Railway and property were acquired, the said parties of the first part have resolved in addition to the bonds issued and designated as first mortgage bonds, and secured by a Trust deed to Samuel J Tilden Trustee and bearing date on the first day of July 1859 to make and deliver a series of second mortgage bonds, to be secured by these presents, amounting in the aggregate to two millions of dollars, consisting of two thousand bonds of One thousand dollars each which said bonds are dated on the first day of July One thousand Eight hundred and fifty nine are payable on the first day of November One thousand Eight hundred and ninety at the office or agency of the party of the first part in the City of Stamford, bear interest from the first day of November One thousand Eight hundred and sixty at the rate of six per centum per annum, payable semi annually at the said office or agency, on the first days of May and November in each year; as equally secured by this instrument and are in the form following

No ____ United States of America ____ $1000

State of Illinois and Wisconsin
Chicago and North Western Railway Company
Second Mortgage Bond.

Know all men by these presents that the Chicago and North Western Railway Company are indebted to E W Hutchings of the City of Boston in the sum of One thousand dollars lawful money of the United States of America, which the said Company promise and agree to pay to the said E W Hutchings or bearer hereof on the first day of November A D one thousand Eight hundred and ninety, at the office or agency of the said Company in the City of New York with interest thereon from the first day of November One thousand Eight hundred and sixty at the rate of six per centum per annum, payable semi annually by the said Company at their office or agency in the City of New York, on the first days of May and November in each year, on the presentation and surrender of the annexed coupons as they severally become due, And in case of the non payment of interest for any half year if demanded, and the same remaining in arrear for six months thereafter the principal shall become due and payable, as provided in the trust deed hereinafter mentioned.

This bond is one of a series of bonds of the same tenor and date and denomination, amounting in the aggregate to two millions of Dollars, the payment of which is secured by a deed of trust duly executed and delivered by the said Railway Company to E W Hutchings, trustee, and conveying the Railway of the said Company from Chicago to a point twenty miles northerly from Fond du Lac, and all the depot grounds depots, Equipments and other things pertaining thereto, and all the franchises of the said Company as by reference to the said trust deed, bearing date on the first day of August A D 1859, and duly recorded will more fully appear subject however to the prior lien of a trust deed bearing date on the first day of July 1859.

This bond entitles the person registered on the books of the Company as the holder thereof at the time of any general or special meeting of the Stockholders to one vote for every one Hundred dollars of the par amount thereof, as a special Stock created under the Acts of the State of Wisconsin Approved March 14 1859, and the Laws of that State and of Illinois, but such Stock is not subject to assessment or entitled to dividends.

This bond shall not be valid or obligatory until it shall have been authenticated by a certificate endorsed hereon, and duly signed by the said trustee or his successor.

This bond may pass by delivery or may be registered on the books of the Company at the option of any holder; and after such registration and the endorsement of a certificate thereof upon the bond, no transfer shall be valid unless such transfer be registered and endorsed as aforesaid or unless the last registration be to bearer or in Blank.

In witness whereof the said Company have caused their Corporate seal to be hereto affixed, and their President and Treasurer to sign, and their Secretary to countersign the same, and have also caused the coupons hereto annexed to be signed by their Assistant Secretary this first day of July, in the year of our Lord One thousand Eight hundred and fifty nine

President

Treasurer

Countersigned by

Secretary.

All of which bonds, as issued, are hereby declared and agreed to be issued in consideration for the Purchase of the said Railway, property rights and franchises as hereinafter recited.

Now this Indenture, witnesseth, that the parties of the first part, in consideration of the premises and of One dollar to them in hand paid the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the bonds aforesaid, issued or to be issued as herein recited and provided, and of every part of the said principal and interest as the same shall become payable, according to the tenor of the said bonds, and of the Coupons thereto annexed have granted, bargained sold conveyed and transferred, and doth by these presents grant bargain sell convey and transfer unto the party of the second part and his heirs and assigns, and unto the successors of the said party of the second part in the trust hereinafter created and to such and the respective heirs and assigns of such successors, all the Railways of the parties of the first part extending from the City of Chicago, in the State of Illinois, to a point twenty miles northerly from the City of Fond du Lac and about four miles northerly from the City of Oshkosh

in the State of Wisconsin by way of the cities of Janesville Poddu lac and Oshkosh in the said State, and including that portion of the said railway between the said cities of Janesville and the La Crosse or Minnesota Junction which is now in process of construction, as the same shall be hereafter finished, as fully and effectually, as if the whole of the said railway was completed before the execution of these presents; including all the railways, ways and rights of way, depot grounds and other lands, all tracks bridges viaducts, culverts, fences and other structures; all depots, station houses, engine houses, car houses, freight houses, wood houses and other buildings; and all machine shops, whether now or hereafter owned, held or hereafter acquired for use, in connection with the said railway or the business thereof; and including, also, all locomotives, tenders, cars and other rolling stock or equipment and all machinery, tools, implements, fuel and materials for the constructing, operating, repairing or replacing the said railway, or any part thereof, or any of its equipment or appurtenances, whether now held or hereafter acquired; all of which things are hereby declared to be appurtenances and fixtures of the said railway, and also all franchises connected with or relating to the said railway, or the construction, maintenance or use thereof, now held or hereafter required by the said parties of the first part; and all corporate and other franchises which are now or may be hereafter possessed or enjoyed by the said parties of the first part;

To gether with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion, reversions, rents, issues income profits thereof; and also all the estate right title interest property, possession claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of in and to the same and any and every part thereof, with the appurtenances, subject nevertheless to all and singular the powers and authorities reserved or granted, in and by a certain indenture made and delivered by the parties of the first part to Samuel I. Tilden Trustee, and bearing date the first day of July in the year One thousand Eight hundred and fifty nine, which said powers and authorities and each of them, if and so often as exercised, shall operate to release from the lien of these presents, in the same cases, in the same manner to the same extent, and with the same effect, as they shall operate to release from the lien of the aforesaid trust deed in which they are reserved, granted or declared and to all the reservations, grants, conditions and provisions of the said indenture; and subject to the prior lien of the said indenture upon all and singular the railway, and its appurtenances the property, rights, franchises and things of whatsoever name or nature, convey by these presents or intended so to be, which said indenture was given to secure the payment of several serial of bonds amounting in the aggregate to five millions and five hundred thousand dollars with provision for the contingent issue of an additional amount not exceeding two hundred and fifty thousand dollars, and also subject nevertheless in respect to certain of the aforesaid lands situate in the City of Chicago and acquired for depot grounds, reference to deeds in a trust deed, of William B. Ogden, to Azariah C. Flagg bearing date the first day of January One thousand Eight hundred and fifty Seven, and recorded in the office of the Recorder of Cook County, in the State of Illinois on the twenty third day of February One thousand Eight hundred and fifty Seven, in book One hundred and twenty seven of deeds, page three hundred and sixty four, and to the provisions of the said trust deed and the provisions created thereby, and in respect to certain other of the aforesaid lands, also situate and acquired as aforesaid, which are described in a trust deed of the said William B. Ogden, to Richard A. Winslow bearing date on the thirty first day of May, One thousand Eight hundred and fifty Eight; and recorded in the office of the said Recorder on the seventh day of August One thousand eight hundred and fifty Eight in book One hundred and fifty Six of deeds page Six Hundred and twenty five, and to the provisions of the said last mentioned trust deed, and the provisions created thereby, the obligations secured by which said incumbrances the parties of the first part have assumed and hereby agree to pay and in Evidence

and hereof, have executed and delivered a duplicate deed of the aforesaid lands to the said Azariah C. Flagg bearing date the first day of July One thousand Eight Hundred and fifty nine, but to extend as respects the aforesaid lands, these presents are subject.

To have and to hold the above described premises and appurtenances, but subject to the reservations, conditions and provisions herein contained, unto the said party of the second part, and his heirs and assigns, and unto the several successors of the said party of the second part, in the trust hereby created, and their respective heirs and assigns, to the only proper use and behoof of the said party and his heirs and assigns and of the said successors and their respective heirs and assigns in trust, nevertheless for the following purposes viz:

1. In case default shall be made by the parties of the first part, or their successors or assigns in the payment of any interest on any of the aforesaid bonds according to the tenor of the coupons thereto annexed, or in the payment of any principal of any said bonds, as the same should become demandable, and if such default shall continue for the period of six months, and as shall be determined, in the manner hereinafter provided, that such default arose in whole or in part by reason of the omission or neglect to apply upon or towards the payment of the said interest the net earnings of the said railway, after paying the expenses of operating, repairing and replacing the said railway, and of conducting the business thereof, and paying all taxes, assessments, and all charges upon the same or any part thereof, or upon any property embraced within these presents, so far as the same may be due and making all payments, whether of interest or otherwise, which shall be due or demandable according to the provisions of the mortgage or trust deed hereinbefore mentioned, made by the said parties of the first part to Samuel I. Tilden, or due or demandable according to the provisions of the mortgage or trust deed hereinbefore mentioned, made by the said parties of the first part to Azariah C. Flagg, or in case of such determination in the manner hereinafter provided a majority in amount of the holders for the time being of such class of the bonds secured by the said trust deed to the said Samuel I. Tilden, shall consent, of which consent the Certificate of the trustee or trustees for the time being under the said trust deed, and executed and acknowledged or proved in the manner required for the recording of Conveyances in the States of Illinois and Wisconsin, shall be conclusive evidence; provided nevertheless that neither such determination nor such consent shall be construed, or shall avail in any manner to impair or affect the operation of the said trust deed to Samuel I. Tilden, or any powers or authorities or rights by virtue of the same, either of the trustee, or any holder of any bonds secured thereby, then and in either of such cases, it shall be lawful for the said trustee himself, or by his attorney or agent, to enter into and upon all and singular the premises hereby conveyed, or intended so to be and each and every part thereof; and himself, or by his attorneys and agents, to have hold use and enjoy the same, himself, or by his superintendents, managers, receivers, servants operating the said railway, and conducting the business thereof, and making from time to time, all repairs and replacements, and all useful alterations additions and improvements thereto as fully as the parties of the first part might have done before such entry; and to collect and receive all tolls, freights, incomes, rents, issues and profits of the same and of every part thereof; and after deducting the expenses of operating the said railway, and conducting its business, and of all the said repairs, replacements alterations, additions and improvements, and all payments for taxes assessments, charges or liens on the said premises, or any or every part thereof; and after paying all sums of money whether on interest or principal or otherwise, which shall be or become due or demandable according to the provisions of the aforesaid trust deed, made by the parties of the first part to Samuel I. Tilden, in the manner and order therein provided, and all sums of money due or demandable according to the aforesaid trust deed, made by the parties of the first part to Azariah C. Flagg

in the manner and order herein provided, to apply the residue of the said net Earnings to the payment of Interest on the bonds secured by these presents, in the order in which such interest shall have become due or shall become due, and to the persons holding the Coupons, Evidencing the right to such interest; and if the moneys applicable to such payments shall not suffice to make them in full, the said moneys shall be applied Ratably towards such payments. And in case all the said payments shall have been made in full, and no sale shall have been made in conformity hereto, the said Trustee shall restore the possession of the premises hereby Conveyed unto the said parties of the first part their successors or assigns; provided that if any of the defaults hereinbefore specified be subsequently made, such Restoration shall not, nor shall any previous entry be construed to enlarge or in any manner impair the power of Entry or sale, or any power hereby granted, to be exercised upon the said Trustee.

2. In case default shall be made as aforesaid, and shall continue as aforesaid, and in case the determination hereinbefore specified shall be made in the manner hereinafter provided, & the Consent hereinbefore specified shall be given, it shall & may be lawful for the said Trustee after Entry as aforesaid or without Entry, or without Entry himself or by his Attorney or Agents to sell and dispose of all and singular, the premises hereby Conveyed, or intended so to be, or any portion thereof, and all right, benefit and Equity of Redemption of the parties of the first part, their successors and assigns at Public Auction in the City of Newyork or in the City of Chicago or in such other place in the State of Wisconsin as the said Trustee or his Attorney or Agents may designate, or in any one or more of those places, and at such time or times as he or they may appoint, having first given notice of the place or places, and the time or times of such sale or sales by Advertisement published not less than three times a week for eight weeks in one or more newspapers in each of said cities of Newyork and Chicago, & to adjourn the said sale or sales from time to time in his or their discretion, and if so adjourning to make the same at the time or times and place or places to which the same may be so adjourned; and as the Attorneys in fact of the said parties of the first part their successors or assigns, for such purpose duly and irrevocably constituted, or in the name of the said Trustee, to make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law for the same, in fee simple, which sale or sales made as aforesaid shall be a perpetual bar, both in Law and Equity, against the said parties of the first part their successors and assigns and all other persons claiming or to claim the said premises or any part thereof by from or under them, or any of them; and after deducting from the proceeds of such Sale or sales, just allowances for all expenses of the said sale or sales including Attorneys' and Counsel fees, and all other expenses, advances and liabilities which may have been made or incurred by the said Trustee in the operating or maintaining the said railroads or managing of the business, and all payments for taxes assessments, charges or liens on the said premises, or any part thereof, or in administering the said trust, as well as Compensation for his own services and paying the Lien created by the aforesaid trust Deed of said parties of the first part to the said Azariah C Flagg, and paying all sums of money, whether as interest principal or otherwise which shall be then due or demandable, according to the provisions of the aforesaid deed made by the said parties of the first part to Samuel J Tilden — to apply the residue of such proceeds, after Refunding with interest at Seven per cent; any advances to pay interest or principal of any Lien prior to these presents, which may have been made or proceed to be made in pursuance of any Resolution or authority of holders of a majority in Amount of the bonds hereby secured — to the payment of the interest then due on the aforesaid bonds secured by these presents, in the order in which such interest shall have become due, and to the persons holding the Coupons, Evidencing the right to such interest, and next thereafter to the payment of the principal of the said mentioned bonds; and in case the portion of the said proceeds which may be applicable according to the aforesaid order of priority, to any of the aforesaid Classes of payments shall not suffice to make the payments of such class in full, the said portion shall be applied Ratably towards the said payments.

And it is hereby declared, that the receipt or receipts of the said Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises or any part thereof for his or their purchase money; and that such purchaser or purchasers his or their heirs Executors or administrators shall not after payment thereof, and having such receipt be liable to see to being applied upon or for the trusts and purposes of these presents, or in any manner howsoever be answerable for any loss misapplication or non application of such purchase money, or any part thereof, or be obliged to inquire into the necessity, expediency or authority of or for any such sale or sales.

Provided always, and the grant and Conveyance herein Contained are upon the express condition, that if the said parties of the first part shall well and truly pay or cause to be paid, the interest on the said bonds as issued or to be issued as aforesaid, as the same shall fall due and be demanded, and also the principal thereof, when the same shall fall due, & shall exhibit the said bonds Cancelled to the said party of the second part, or his successor in the said trust, then the estate title and interest of the party of the second part, and his successors in the trust, shall cease, determine and become void, but otherwise they shall remain in full force and virtue. And the said parties of the first part hereby for the Covenant and agree to and with the said party of the second part and his successors, that a book shall at all times hereafter be kept by the parties of the first part and their successors at their office or agency in the City of Newyork, which shall be designated as the Voting Register of the Second Mortgage Bond holders, and shall be distinct from the Transfer Register of the Bonds; that any holder of any of the said bonds shall be entitled to have his name and address, and the denomination of any of the said bonds held by him, entered in said Register on presenting, at the aforesaid office or agency, a written Statement of the said particulars, signed by himself, and of requiring duly verifying his title thereto by producing the bonds, or in such other mode, as may be prescribed by the Regulations for such Registration as the parties of the first part may in the first instance prescribe the said Regulations, subject to the power hereby declared of the said bond holders, acting by a majority in interest, to adopt alter or repeal from time to time, the said Regulations, and generally to establish such as seem to them expedient; that such Registration shall authenticate the right of the holder of any bond so registered to vote on the said bonds, as provided therein, at every general and special meeting of the Stockholders of the said parties of the first part, and shall also entitle the said holder to notice in such mode and form as may be fixed by Regulations prescribed or established as aforesaid, of all meetings of the second mortgage bond holders; that the Trustee for the time being shall at all times have free access to such book of Registry, and shall from time to time and at all times on his request in writing be furnished with a copy thereof, by the parties of the first part; but neither he, shall have a right to require at his option, that any act or Resolution of the said bond holders assenting his duties or the interest of the trust hereby created, shall be authenticated by the signatures of all the persons assenting thereto, as well as by a minute of the proceedings of the meeting; that meetings of the second mortgage bond holders may be called by the Trustee for the time being, or in such other mode as may be fixed by Regulations prescribed or established as aforesaid, and the bond holders may vote thereat in person or by proxy; and that such other Regulations or by laws in respect to such meetings, may be from time to time made and established by the said bond holders, acting by a majority in interest, as to them shall seem expedient.

And the parties of the first part hereby Covenant to and with the party of the second part and his several

successors in the trust hereby created, and his and their respective assigns, that the parties of the first part, and their successors and assigns shall and will from time to time and at all times hereafter, upon, and duly execute, deliver and acknowledge all and every such further deeds conveyances and assurances in the law for the better assuring unto the party of the second part, and his several successors in the trust hereby created, and his and their respective heirs and assigns, of the premises in manner as above conveyed or expressed, or intended to be conveyed, as and in reference to property or things at any time or times hereafter acquired, or such as are now owned or possessed by the parties of the first part, or for the better effectuating of the intent and objects of these presents, as by the said party of the second part, or his several successors in the trust hereby created, or his or their respective assigns or his or their Counsel learned in the law shall be reasonably advised devised or required. And that the above described premises, and every part thereof, in the quiet and peaceable possession of the said party of the second part, and his several successors in the trust hereby created, and his and their respective heirs and assigns, against all and every person or persons lawfully claiming, or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend.

It is mutually agreed, by and between the parties hereto, that in case of default as aforesaid it shall be the duty of the trustee for the time being to exercise the power of entry, or the power of sale hereby granted, or both upon the requisition in writing of the holders of a majority in amount of the bonds secured by these presents, the holders of a majority in amount of said bonds at a meeting of the bond holders duly held, or by an instrument in writing signed by them, may instruct the said trustee to defer or omit the exercise of the said powers or either of them, and it is further agreed as aforesaid, that the determination of the question whether or not the aforesaid default shall have arisen by reason of the omission or neglect to apply the net earnings of the said railway, after paying the expenses and making the payments or prior lien herein before fully specified and defined, to the payment of interest or principal of the bonds secured by these presents, shall be made in the following manner:

If the trustee under these presents, shall be of opinion that the default has arisen by reason of neglect or omission as aforesaid, or if he be requested in writing by holders of a majority in amount of the said bonds, he shall appoint one disinterested person, and the trustee under the first mortgage shall within thirty days, after notice from the trustee under these presents, appoint another disinterested person and the persons so first appointed shall select and appoint an umpire and the three persons so appointed shall meet and hear in a summary manner, the evidence upon the said question, until they, or a majority of them, are satisfied; and shall decide the said question and also the amount of money so misapplied, and the decision of the said persons or a majority of them, in writing, and acknowledged or proved in the manner requisite to entitle a conveyance to be recorded by the laws of the State of Illinois and Wisconsin, and shall be a final and conclusive determination of the said question, and of the trustee of the said first mortgage shall omit for sixty days after such notification to appoint such person the trustee under these presents may make such appointment. Provided nevertheless and it is further agreed that if within six months after such determination, the parties of the first part or their successors shall pay to the trustee under these presents, the amount of money which shall according to such determination be so misapplied, the said trustee shall not exercise the power of entry or sale hereby granted or either of them.

And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents that until a default and requisition, as herein before defined and provided, the trustee for the time being shall not be required to perform any active duty; that the said trustee may at all times and in all cases act in the said trust by one or more of such attorneys, agents and servants as he may from time to time appoint or constitute, as validly and effectually in all respects as if acting personally; that the said trustee shall not be in any manner responsible for any default or misconduct of any such attorney, agent or servants whom he may at any time so appoint or constitute, or for anything other than his own wilful default or misconduct; that the said trustee shall be entitled to just compensation for all services which he may hereafter render in his trust; that a resolution adopted by a majority in interest of the said bond holders requesting, approving, or ratifying any act or omission on the part of the said trustee shall be full and conclusive justification of him as against each and all of the holders of the bonds, and shall acquit and discharge him from all accountability to such holders for any thing in respect to such act or omission, but this provision shall not be construed to authorize any deviation from the rule established by these presents for the distribution of net earnings or proceeds of the said railway and property among the bond holders; that the said trustee may resign and discharge himself of the trust created by these presents by notice in writing to the parties of the first part, or their successors or assigns, and also to the immediate successor of the said trustee, if such successor shall have been designated herein, or in conformity to the provisions herein contained; that the said trustee may be removed by the vote of a majority in interest of the holders of the aforesaid bonds, the said vote being had at meetings duly held of the said bond holders, and attested by an instrument under the hands and seals of the persons so voting, and acknowledged in the manner required in the States of Wisconsin and Illinois in order to entitle a conveyance to be recorded; that in case the party of the second part shall die, resign or be removed, his immediate successor shall be Orsan D Ashley of the City of New York, and in case the said Orsan D Ashley shall die resign or be removed, or shall disclaim or decline to act, the second successor of the said trustee shall be Andrew W Green of the said City; that the Trustee for the time being shall have power, with the consent of the holders of a majority in amount of the said bonds, to remove any immediate or other successor who may have been designated, and shall have power, with the like consent, to appoint an immediate, or a second successor in case either shall have died, resigned or been removed, or shall have disclaimed or declined or become incapable, or unfit to act, and shall have power with the consent of holders of a majority in amount of the said bonds, to appoint not exceeding three new trustees to be associated with himself in the trust; that in case at any time hereafter any trustee shall die resign or be removed, as herein provided, or by a court of competent jurisdiction, or in case any trustee shall become incapable or unfit to act in the said trust, and no successor shall have been provided in conformity hereto a new trustee or trustees, not exceeding three in number may be appointed by the holders of a majority in amount of the said bonds; that the word trustee as used in these presents, shall be construed to mean the trustee who may be at the time acting, or if the number be increased, the trustees who may be at the time acting; that upon the acceptance or appointment of any new trustee or trustees, he or they shall become vested with all the powers and authorities and estates granted to or conferred upon the trustee of the second part by these presents, and all the rights and interests requisite to enable the person or persons so succeeding or appointed to execute the purposes of this trust, without any further assurance or conveyance; but all conveyances and other instruments shall be from time to time executed by the said trustee and by the parties of the first part, which the Counsel of the said trustee shall reasonably devise or advise for the purpose of assuring the legal estate in the premises to the said trustee or trustees, who shall for the time being be designated as successors in the said trust, or appointed as trustee or trustees, and upon the death resignation or removal of any trustee, or an appointment in his place in pursuance of these presents, all his powers and authorities by virtue hereof shall cease; and if and as soon as effectual provision shall have been

made preventing the legal estate in the said premises in his successor or successors, all the estate, right title and interest of the said trustee so dying resigning or being removed in the said premises shall be divested and wholly cease and determine

And it is hereby agreed between the parties to this indenture that in the meantime and until default shall be made in the payment of the interest or principal of the said bonds or some of them or some part thereof, it shall be lawful for the said parties of the first part and their successors peaceably and quietly to have hold use possess and enjoy the said premises with the appurtenances, and to receive the income tolls rents issues and profits thereof to their own use and benefit, without any hindrance or interruption suit or disturbance whatsoever of or by the said party of the second part, or his successors in the trust, or any other person whatsoever lawfully claiming or to claim the same, by from or under him or them or any of them.

In testimony whereof the said parties of the first part have caused their corporate seal to be affixed to these present, and the same to be attested by the signatures of their President and Secretary, and the said party of the second part has hereunto set his hand and seal to certify his acceptance of the said trust, the day and year first above written.

Signed, sealed and delivered in the presence of

W H Doody
Edwin F Corey Jr

Chicago & Northwestern R.R. Co.

W B. Ogden President
James R Young Secretary
E W Ketchings Trustee

United States of America
State of New York City and County of New York } ss.

Be it known that on this Eighth day of October in the year One thousand Eight hundred and fifty nine before me the undersigned Edwin F Corey Junior, Resident in the City of New York, and commissioner duly commissioned and qualified by the executive authority and under the laws of the State of Wisconsin, to take acknowledgement of deeds to be used or recorded therein and a public notary in and for the State of New York, by letters patent under the Great Seal of State, duly commissioned and sworn, personally appeared William B Ogden, James R Young, and Edward Ketchings to me personally known to be the real persons described in and who executed the foregoing instrument. And the said William B. Ogden, being by me duly sworn, said that he resides in the City of Chicago and State of Illinois, and that he is the President of the Chicago and North Western Railway Company; that the seal affixed to the foregoing instrument is the common and corporate seal of said Company, and was affixed thereto by their authority; and that he as President and James R Young as Secretary subscribed their names thereto by the like authority; and that the said James R Young is the Secretary of the said Company. And the said James R Young acknowledged that he executed said instruments on behalf of, and as the act and deed of the said Railway Company for the uses and purposes therein mentioned.

And the said Edward W Ketchings personally acknowledged that he executed the said instrument freely, and for the purposes therein stated. And I hereby certify that the said instruments is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed my seals of office as such Notary and Commissioner at my office in the City of New York the day and year first above written.

Edwin F Corey Jr

Recorded October 24th 1859 at 11 o'clock P.M.

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La Crosse and Milwaukee Rail Road Company
and
Ferdinand Ruehn.

This Indenture made the thirteenth day of July in the One thousand eight hundred and fifty four between the La Crosse and Milwaukee Railroad Company a Corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part, and Ferdinand Ruehn Treasurer of the City of Milwaukee in the State of Wisconsin, for the use and benefit of the said City of Milwaukee party of the second part, Whereas the said City of Milwaukee pursuant to the terms of an act of the Legislature of the State of Wisconsin entitled an act authorizing the City of Milwaukee to loan its credit in aid of certain railroads Approved April 2nd 1853" and of an ordinance of the Common Council of the City of Milwaukee Entitled" An ordinance authorizing an issue of City Bonds to the La Crosse and Milwaukee Rail Road Company Passed June 2nd 1853". and approved by the legal voters of said city at an election held for that purpose according to law on the 28th day of June 1853 is to issue and deliver to the said parties of the first part the negociable corporate bonds of the said City of Milwaukee in an amount or amounts not to exceed in all two hundred Thousand dollars, payable twenty years from the date thereof with interest payable semi annually at the rate of seven per cent per annum both interest and principal payable at the office of Duncan Sherman & Co in the City of New York as a loan by the said city to the said Rail Road Company to aid in the construction of its Rail Roads under and in conformity with said act and ordinance above mentioned, and the said La Crosse and Milwaukee Railroad Company for the security and indemnity of the said city for said issuing and delivering of its Bonds as a loan to the said Company as aforesaid did on the 16th day of February 1854. execute to Alexander H Johnston Treasurer of the said City and his successors in office for the use and benefit of said City the bond of the said Company under the authority of its board of Directors, signed by the President and countersigned by the Secretary of said Company under the Corporate seal of said Company in the penal sum of Four hundred thousand dollars, with the condition and covenant therein that said Rail Road Company should punctually pay and discharge the principal and interest money of such bonds of said City as may be issued and delivered to the said Company as a loan as aforesaid as they should severally become due and should also fully indemnify and save harmless the said City against all payments, liabilities, loses, damages and expenses which it may incur or sustain in consequence of the issue or delivery of such Bonds, or any portion thereof, according to the conditions of the said bond of the said Company Now these for this Indenture witnesseth that the said parties of the first part in order to secure the performance of the covenants and conditions of the said bonds of the said Company above stated, and in consideration of one dollar to them in hand paid at the sealing and delivery hereof by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained sold transferred and conveyed and by these presents do grant bargain, sell transfer and convey to the said party of the second part and his successors in office for the use and benefit of the said City of Milwaukee all the following present and future to be acquired property of the said parties of the first part, that is to say, the first part of the Rail Roads of the said parties of the first part commencing at the point where it leaves the line between the counties of Milwaukee and Dodge Lac and Green Bay Rail Road Company in the County of Washington, thence west to and to the town of Beaver Dam in the County of Dodge being a distance of forty miles including the right of way, land occupied or to be occupied by said Rail Road together with the rails the sleepers fastenings

and tracks thereon, and all rails and other materials used thereon, and all Rails and other materials used thereon, Sidetracks, Bridges Viaducts culverts fences, equipments, Depot Grounds and buildings thereon, Engines Tenders Cars tools, machinery, fixtures and all other personal property within the limits aforesaid rights thereto, and interest therein, together with the name and functions appertaining to said Road, Tolls rents and income to be had or issued thereupon, and all franchises rights and privileges of the said party of the first part [illegible] concerning the same or and that hereafter to be acquired and constructed as that already acquired and constructed under their said act of incorporation wherein the same may be, within the limits aforesaid But nothing herein contained shall be construed to prevent the said parties of the first part from collecting and appropriating towards the construction use and repairs of the remaining part of said Road Southward and Northward, all Stock subscriptions donations or loans of money, and all bonds or other property not included in the foregoing description, and not intended to be embraced in this indenture, which may have been, or may hereafter be made for that purpose, but the said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part and his successors in office, it being distinctly understood that the conveyance made by this indenture is only for so much of the present rights interest or property or the future to be acquired right interest and property of the said parties of the first part as does or may consist of that part of said Road extending from the said point in the County of Washington where it leaves the line hitherto adopted by the Milwaukee Fond du Lac and Green Bay railroad Company westward to the town of Beaver Dam in the County of Dodge, a distance of forty miles To have and to hold the said rights property premises, and every part thereof with the appurtenances thereunto belonging unto the said party of the second part and his successors in office for the use and benefit of the said City of Milwaukee forever, and the said parties of the first part hereby Covenant and agree with the said party of the second, that the said parties of the first part are well and truly seized of a good and perfect title to the premises above conveyed in the law and have good right and lawful authority to convey the same and that the title so conveyed is clear free and unincumbered, and that the said parties of the first part will forever warrant and defend the same to the said party of the second part and his successors in office for the use and benefit of the said City against all claims whatsoever except and this conveyance is made by the said Company and received by the said party of the second part, subject only to a first and prior mortgage of the same rights property premises and appurtenances above described executed thereupon for a sum not exceeding Ten thousand dollars for each and every mile of road embraced therein, This conveyance is intended as a mortgage to secure the punctual payment and discharge of the principal and interest monies of the Bonds of the said City of Milwaukee to be issued and delivered as a loan to the said parties of the first part in an amount not to exceed in the aggregate two hundred thousand dollars to aid in the construction of the La Crosse and Milwaukee Railroad as aforesaid, and to secure the faithful performance of all the Covenants and conditions of the said bonds of the said parties of the first part, dated the Sixteenth day of February 1854 as aforesaid and above alluded to and in case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any of the said bonds of the said City of Milwaukee at any time when the same may become due and payable according to the tenor thereof or shall fail to perform any of the Covenants and conditions of the said bonds of the said Covenant, then the said party of the second part, and his successors in office may at once enter into and take possession of all or any part of the

said premises and property for the use and benefit of the said City of Milwaukee and as the Attorney in fact agent of the said parties of the first part hereby irrevocably or agents or substitutes duly constituted, have use and employ the same, making from time to time all needful repairs alterations and additions thereto, and after deducting the expenses of such use repairs, alterations and additions apply the proceeds thereof to the payment of so much of the principal and interest of all of said city bonds as remains unpaid, and of all liabilities of the said parties of the first part upon their said bonds, or the said party of the second part and his successors in office at his and their discretion may cause the said premises and property or so much thereof as shall be necessary to pay and discharge the principal and interest of the said City bonds so much thereof as may then be due and unpaid, as aforesaid, and to indemnify and save harmless the said City from and against all liabilities, losses and expenses incurred in consequence of the issue of the said bonds to be sold at public Auction in the City of Milwaukee in the State of Wisconsin aforesaid or in the City of Syracuse giving at least forty days notice of the time place and terms of such sale and of the specific property to be sold by publishing the same in two newspapers of good circulation in each of the said cities aforesaid and whenever else required by law and agents to the purchaser or purchasers thereof at such sale a good and sufficient deed of conveyance in the law for the same, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them except the holder or holders of the said first or prior mortgage, of all right interest or claim in or to said premises and property or any part thereof, and the said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof, and of managing said property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds and to the indemnity of the said City as aforesaid and shall retain the residue thereof to the parties of the first part, it being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or stay laws by the said parties of the first part, nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid, and the said parties of the first part hereby Covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the said premises and property or any part thereof, to the said party of the second part, and his successors in office for the use and benefit of the said City for more fully carrying into effect the object thereof particularly by the conveyance of any right or property subsequently to the date hereof acquired by the said parties of the first part, and comprehended in the description herein before contained and the said parties of the first part hereby further Covenant for the consideration aforesaid that the said City bonds shall be issued and delivered as a loan to the said parties of the first part, as aforesaid and all of said bonds or the avails thereof shall be faithfully applied to the construction and completion of the said Section of division of forty miles of said La Crosse and Milwaukee Railroad and embraced or intended to be within this Indenture, and the said Company do further Covenant and agree that the said prior mortgage or lien upon said property and premises in case of defaults in the performance of the Covenants and conditions therein contained shall not authorize the sale of said mortgage premises and property for such default without public notice of such sale being given in the manner required by laws and for at least Ninety days prior to such sale, and these presents are upon this express condition that on the payment by the said parties of the first part of the principal and interest of said City Bonds and on the full and complete performance by the said parties of the first part of all the Covenants and conditions of their said bonds above referred to and of this Indenture, the estate hereby granted to the said party of the second part shall be void

and the right of the premises hereby conveyed shall cease & and revert in the said parties of the first part without any acknowledgement of satisfaction & conveyance or other act. In witness whereof the said La Crosse and Milwaukee Railroad Company have caused their corporate seal to be hereunto affixed, and these presents to be signed by their President and countersigned by their Secretary the day and year first above written

Stoddart Judd
President of the La Crosse & Mil R R Co

Seal

Signed & delivered in presence of
J N Davis
R Whitehead

State of Wisconsin Milwaukee County ss.

I R Whitehead a Notary Public in and for the said County of Milwaukee, do by this instrument given under my hand and official seal, certify that on this thirteenth day of July 1859 before me personally appeared Stoddart Judd who being by me duly sworn said that he is the President of the La Crosse and Milwaukee Railroad Company, that the seal affixed to the above instrument is the common and corporate seal of said Company and was affixed thereto by their authority and that he as President subscribed his name thereto by the like authority. Said Stoddart Judd being personally known to me to be the same person who executed said Instrument

R Whitehead
Notary Public
Milwaukee County
Wisconsin

State of Wisconsin
Dodge County ss

I Dike W Hall Register within and for said County, do hereby certify that I have carefully compared the foregoing copy of the original record in my office, and that the same is a true and complete transcript therefrom and of the whole thereof,

Witness my hand this 20th day of October A D 1859

Dike W Hall Register
by James M Parkin Dept

Recorded Oct 25 1859 4 o'clock P M

Milwaukee & Horicon Rail Road Co
to
The City of Milwaukee
Mortgage.

This Indenture made the 31st day of January in the year of our Lord One thousand Eight hundred and fifty Six between the Milwaukee & Horicon Rail Road Company a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Herman Schwanting Treasurer of the City of Milwaukee in the State of Wisconsin for the use and benefit of said City of the second part

Whereas the said City of Milwaukee pursuant to the terms of an act of the legislature of the State of Wisconsin entitled "An act authorizing the City of Milwaukee to loan its credit in aid of certain Rail Roads" Approved April 2 1855 and of an ordinance of the Common Council of the said City of Milwaukee entitled "An ordinance to authorize an issue of City Bonds to the Milwaukee & Horicon Rail Road Company passed June 28th 1855. has issued and delivered to the said parties of the first part the negotiable corporate bonds of said city of Milwaukee to the amount of One Hundred and Sixty Six thousand Dollars payable twenty years from the date thereof with interest payable semi annually at the rate of seven per cent per annum, both principal and interest payable at the Bank of the Republic in the City of New York as a loan by the said City to the said Company of the credit of said City to aid in the construction of said Companies Rail Road from Horicon to Berlin under and in conformity with the said act and ordinances above mentioned

And the said Milwaukee and Horicon Rail Road Company for the security and indemnity of the said City for said issue and delivery of the bonds as a loan to the said Company as aforesaid have this day executed to Herman Schwanting Treasurer of said City and his successors in office for the use and benefit of said City the Corporate bond of said Company under the authority of the board of Directors signed by the President and Secretary of said Company under the Corporate Seal of said Company in the penal sum of Three hundred and Sixty two Thousand Dollars, with the conditions and covenants therein that said Rail Road Company should punctually pay and discharge the principal and interest moneys of such bonds of the said City as have been issued and delivered to the said Company as a loan as aforesaid; as they shall severally become due, and shall also fully indemnify and save harmless the said city against all payments liabilities loss, damages and expenses which it may incur or sustain in consequence of the issue & delivery of such bonds or any portion thereof, according to the conditions of the said bond of the said Company.

Now therefore this Indenture witnesseth, That the said parties of the first part in order to secure the performance of the conditions of the said Bonds of the said Company above stated and referred, and in consideration of One dollar to them at the sealing and delivery hereof in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, have granted bargained, sold, transferred and conveyed and by these presents do grant, bargain sell transfer and convey to the said party of the second part and his successors in office for the use and benefit of said City of Milwaukee all the following present and in future to be acquired property of the said parties of the first part that is to say all that portion of the Rail road of the said parties of the first part extending from the junction thereof with the La Crosse & Milwaukee Railroad in the village of Horicon Dodge County to a point on a line of this said Road which shall be thirty three and one fifth miles from the junction aforesaid together with and including the right of

way and land occupied by said Road and the superstructure and tracks thereon and all rails and other materials used thereon, Sidetracks, Bridges, Viaducts, Culverts, Fences, Equipments, Depot Grounds and buildings thereon, Engines, Tenders, Cars, Fixtures, machinery and all other personal property, rights thereto, and interest therein together with the same and functions appertaining to the said Road, Tolls, Rents, income to be had or levied therefrom, and all franchises, rights and privileges of the said parties of the first part in or concerning the same as now that may hereafter be acquired and constructed, or that already acquired or constructed under this said act of incorporation whereon the same may be. But nothing herein contained shall be construed to prevent the said parties of the first part from collecting and appropriating toward the construction, use and repair of the remaining parts of this said Road, all Stock and Subscriptions, donations or loans of money, and all lands or other property not included in the foregoing descriptions and not intended to be conveyed within this Indenture, which may have been, or may hereafter be made for that purpose but said parties of the first part shall have full right so to procure without let or hindrance from the said party of the second part and his Successors in office, it being distinctly understood that the conveyance made by this Indenture is only of so much of the present rights and interest and property or in the future to be acquired, rights, interest and property of said party of the first part as do or may vest in that part of said Railroad extending from the junction at Horicon to a Point on the line of said Road which shall make thirty three and one fifth miles from the junction aforesaid.

To have and to hold the said rights property and premises and every part thereof with the appurtenances thereunto belonging unto the said party of the second part, his successors in office for the use and benefits of said city of Milwaukie for Ever. And the said parties of the first part hereby Covenant and agree to and with the said party of the second part, that the said parties of the first part are well and truly seized of a good and perfect title to the premises above conveyed in the law, and have good right and lawful authority to convey the same, and that the title so conveyed is clear and free and unincumbered, and that the said parties of the first part will forever warrant and defend the same to the said party of the second part and his successors in office for the use and benefit of said city against all claims whatsoever, except, and this conveyance is made by the Company and received by said parties of the second part subject only to a first and prior mortgage of the same rights property, premises and appurtenances above described executed upon the said Road from Horicon to Berlin for the sum of Five thousand Dollars per mile and amounting in the aggregate to the sum of three hundred and thirty two thousand dollars upon the premises herein conveyed.

This conveyance is intended as a conveyance in the nature of a mortgage to secure the punctual payment and discharge of the principal and interest moneys of the bonds of said City of Milwaukie issued and delivered as above to the said parties of the first part to the amount of One Hundred and Sixty Six Thousand Dollars to aid in the Construction of the Milwaukie & Horicon Railroad as aforesaid and to secure the faithful performance of all the covenants and conditions of the said Bond of even date herewith, above referred to.

And it upon this express condition that on payment by the said parties of the first part of the principal and interest on said City Bonds, and on the full and complete performance by the said parties of the first part of all the Covenants and Conditions of this said bond above referred to, the estate hereby granted to the said party of the second part shall be void, and the right to the premises hereby conveyed shall revert to and revest in the the said parties of the first part without any act or acknowledgment of satisfaction, reconveyance Re Entry or other act.

But in case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest or any part thereof, or any of the bonds of the said City of Milwaukie at any time when the same may become due and payable, according to the tenor thereof, or shall fail to perform any of the Covenants and conditions of the said bond of the said Company, the said party of the second part and his successors in office may at once enter into and take possession of all or any part of said premises and property for the use and benefit of said City of Milwaukie, and as the attorney in fact, or agent of the said parties of the first part, by himself or agents or substitutes duly constituted have use and employ the same, making from time to time all needful repairs alterations and additions thereto and after defraying the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of so much of the principal and interest of all of said City Bonds as remain unpaid, and of all liabilities of the said parties of the first part upon their said bonds, or the said party of the second part and his successors in office at his or their discretion, may cause the said premises and property or so much thereof as shall be necessary to pay and discharge the principal and interest of said City Bonds, or so much thereof as may then be due and unpaid, as aforesaid, and to indemnify and save harmless the said City from and against all liabilities, loss and expenses incurred in consequence of the issue of its said bonds as aforesaid to be sold at Public auction in the City of Milwaukie State of Wisconsin aforesaid, or in the City of New York giving at least forty days notice of the time place and terms of such sale, and of the specific property to be sold, by publishing in two newspapers of good circulation in each of the cities aforesaid and wheresoever else required by law, and to execute to the purchaser or purchasers thereof at such sale a good and sufficient deed of conveyance in the law for the same, which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them, except the holder or holders of said first or prior mortgage, of all right interest or claim in or to said premises and property or any part thereof, and said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof, and of managing said property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on said City Bonds, and to the indemnity of said City as aforesaid, and shall render the residue thereof to the said parties of the first part. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws, by the said parties of the first part, nor any injunction or stay of proceedings, or any precept be applied for, or obtained by them to prevent such entry or sale as aforesaid.

And the said parties of the first part hereby Covenant for the Consideration aforesaid to execute and deliver any further reasonable and necessary Conveyance of the said premises and property, or any part thereof to the said party of the second part and his successors in office for the use and benefit of said City of Milwaukie for more fully carrying into effect the objects hereof, particularly for the Conveyance of any rights and property subsequently to the date hereof acquired by said parties of the first part, and comprehended in the description herein before contained.

In witness whereof the said parties of the first part have caused their Common Corporate seal to be hereto affixed and these presents to be signed by their President and Countersigned by their Secretary the day and year above written.

Seal

Milwaukie & Horicon Rail Road Company

by J. B. Smith President

J. H. Mason Secretary

Signed Sealed & Delivered in presence of Jason West, Robert Smith

Recorded Oct 28th 1859. 4 o'clk P.M.

Milwaukee & Mississippi Rail Road Company
City of Milwaukee 2d Mortgage

This Indenture made the twenty Second day of October in the year of our Lord One thousand Eight hundred and fifty five between the Milwaukee & Mississippi Rail Road Company a corporation duly constituted as such by the laws of the State of Wisconsin parties of the first part and Ferdinand Kuehn Treasurer of the City of Milwaukee in the State of Wisconsin for the use and benefit of said City of the second part,

Whereas the said City of Milwaukee pursuant to the terms of an act of the Legislature of the State of Wisconsin entitled "An act authorizing the City of Milwaukee to loan its credit in aid of certain Rail roads, approved April 2d 1853 and of an ordinance of the Common Council of the said City of Milwaukee entitled "An Ordinance to authorize an issue of City bonds to the Milwaukee & Mississippi Rail road Company" passed October 4th 1853, has issued and is about to issue and deliver to the said parties of the first part the negotiable corporate bonds of said city of Milwaukee in an amount or amounts not to exceed in all three hundred thousand dollars, payable twenty years from the date thereof, with interest payable semi annually at the rate of Seven per cent per annum, both principal and interest payable at the Union Bank in the City of New York as a loan by the said city to the said Company of the credit of said City to aid in the construction of said Companies Railroad from Janesville via Monroe to the Mississippi River such portion as shall from Wisconsin Railroads under and in conformity with the said act and ordinance above mentioned

And the said Milwaukee & Mississippi Rail road Company for the security and indemnity of the said city for said issue and delivery of its bonds as a loan to the said Company as aforesaid has this day granted to Ferdinand Kuehn Treasurer of said city and his successors in office for the use and benefit of said city the Corporate bonds of said Company under the authority of its Board of Directors, signed by the President & Secretary of said Company under the Corporate Seal of said Company in the penal sum of Six Hundred thousand dollars with the Condition and Covenant therein that said Rail Road Company shall punctually pay and discharge the principal and interest monies of such bonds of the said city as have been or may be issued and delivered to the said Company as a loan as aforesaid as they shall severally become due, and shall also fully indemnify and save harmless the said city against all payments liabilities, losses, damages and expences which it may incur or sustain in consequence of the issue or delivery of such bonds, or any portion thereof according to the condition of the said bond of the said Company & shall faithfully apply the proceeds of said Bonds in the Construction of said Railroad from Janesville as described in said bond

Now therefore this Indenture witnesseth that the said parties of the first part in order to secure the performance of the Covenants and Condition of the said bonds of the said Company above stated and set forth and in Consideration of One dollar to them at the ensealing & delivery hereof in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold transferred and Conveyed and by these presents do grant bargain sell transfer and Convey to the said party of the second part and his successors in office for the use and benefit of said City of Milwaukee all the following present and in future to be acquired property of the said parties of the first part that is to say. All that portion of the Rail Road of the said parties of the first part extending from Milton to Janesville & Monroe West of Monroe in Green County to a point on the line of their said road which shall be

sixty miles from the Junction at Milton in Rock County

Together with and including the right of way and lands occupied by said road & the superstructure of tracks thereon and all rails and other materials now thereon, Sidetracks, Bridges, Viaducts, Culverts, fences Equipments depot grounds and buildings thereon, Engines tenders Cars stock machinery fixtures, & all other personal property, rights thereto and interest thereon together with the same & functions appertaining to the said road, tolls rents, income thereof from and all franchise rights and privileges of the said parties of the first part, of in or to or concerning the same, as well as that hereafter to be acquired and constructed as that already acquired or constructed under this said act of incorporation whereon the same may be,

But nothing herein contained shall be construed to prevent the said parties of the first part from collecting and appropriating towards the construction use and repair of the remaining parts of their said road eastward & northward all stock subscriptions donations or loans of money, and all lands or other property not included in the foregoing descriptions and not intended to be embraced within this Indenture which may have been or may hereafter be made for that purpose but said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part and his successors in office, it being distinctly understood that the conveyance made by this indenture is only of so much of the present right & interest & property, or in the future acquired rights interests and property of said party of the first part as do or may exist on that part of said Railroad extending from the junction at Milton through Janesville & Monroe to a point west of Monroe which shall make Sixty miles from Milton aforesaid

To have and to hold the said right property and premises and every part thereof with the appurtenances thereunto belonging unto the said party of the second part his successors in office for the use and benefit of said City of Milwaukee forever

And the said parties of the first part hereby Covenant and agree to & with the said party of the second part, that the said parties of the first part are well & truly seized of a good and perfect title to the premises above conveyed in the law and have good right and lawful authority to convey the same & that the title so conveyed is clear free and unincumbered, and that the said parties of the first part will forever warrant and defend the same to the said parties of the second part and his successors in office for the use and benefit of said city against all claims whatsoever except and this conveyance is made by the Company and reciting the said party of the second part subject only to a first and prior mortgage of the same rights property premises and appurtenances above described executed on a portion of said road from Milton to Janesville & to be hereafter executed from Janesville to Monroe & west of Monroe to a point which shall be sixty miles from the junction at Milton aforesaid for a sum not exceeding ten thousand dollars per mile from any mile of road embraced therein and not exceeding in the aggregate Six Hundred thousand dollars. This Conveyance is intended as a conveyance in the nature of a mortgage to secure the punctual payment and discharge of the principal & interest moneys of the bonds of said city of Milwaukee to be issued and delivered as a loan to the said parties of the first part in an amount or amounts not to exceed in the aggregate three hundred thousand dollars to aid in the construction of the Milwaukee & Mississippi Railroad as aforesaid & to secure the faithful performance of all the Covenants and conditions of the said bond of even date herewith above referred to

And it is upon this express condition that on payment by the said parties of the first part of the principal and interest on said City bonds and on the full and complete performance by the said parties of the first part of all Covenants and conditions of their said bond above referred to the state thereby granted to the said party of the second part shall be void and the right to the premises hereby conveyed shall revert to and

vest in the said parties of the first part, without any acknowledgement of satisfaction reconveyance re-entry or other act.

Provided always that if the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest, or any part thereof, or any of the bonds of the said city of Milwaukie at any time when the same may become due and payable according to the tenor thereof, or shall fail to perform any of the covenants and conditions of the said bond of said Company then the said party of the second part and his successors in office may at once enter into and take possession of all and every part of said premises and property for the use & benefit of said city and Milwaukie and as the Attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted have use and employ the same, making from time to time all needful repairs alterations and additions thereto, and after deducting the expenses of such use repairs alterations and additions apply the proceeds thereof to the payment of so much of the principal and interest of all of said City Bonds as remain unpaid and of all liabilities of the said parties of the first part upon their said bond or the said party of the second part and his successors in office as his or their discretion may cause the said premises and property or so much thereof as shall be necessary to pay and discharge the principal and interest of said city bonds or so much thereof as may then due and unpaid or aforesaid and to indemnify and save harmless the said city from and against all liabilities loss and expenses incurred in consequence of the issue of said bonds as aforesaid to be sold at public Auction in the City of Milwaukie State of Wisconsin aforesaid or in the City of Newyork giving at least sixty days notice of the time place and terms of such sale, and of the specific property to be sold by publishing the same in two newspapers of good circulation in each of the cities aforesaid and whenever else required by law and to execute to the purchaser or purchasers thereof at such sale a good and sufficient deed of conveyance in the law for the same, which shall be a bar against the parties of the first part their successors and assigns and all persons claiming under them except the holder or holders of said first or prior mortgage or mortgages of all right interest or claim in or to said premises and property or any part thereof, and said party of the second part shall after deducting from the proceeds of said sale the costs and expenses thereof, and of managing said property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on said City bonds and to the indemnity of the said city as aforesaid, and shall return the residue thereof to the said parties of the first part. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or extension laws by the said parties of the first part nor any injunction or stay of proceedings or any process to be applied for or obtained by them to prevent such sale or a sale as aforesaid.

And the said parties of the first part hereby Covenants for the consideration aforesaid to execute and deliver any further reasonable and necessary Conveyance of the said premises and property or any part thereof to the said party of the second part, and his successors in office for the use and benefit of said city of Milwaukie for more fully Carrying into effect the objects hereof particularly for the Conveyance of any right and property subsequently to the date hereof acquired by said parties of the first part and comprehended in the description herein before contained.

In witness whereof the said parties of the first part have caused their Common and Corporate Seal to be hereto affixed & these presents signed by their President & Countersigned by their Secretary the day and year above written.

Seal

Milwaukie & Mississippi Rail Road Company
by John Catlin President

Signed Sealed & Delivered
in presence of
Walworth
E Cook

Wm Taintor
Secretary

State of Wisconsin
County of Milwaukie } ss

Be it remembered that on the 22d day of Octbr AD 1853 personally came before me the within named John Catlin who being by me duly sworn said that he is the President of the Milwaukie and Mississippi Rail Road Company, that the seal affixed to the within instrument is the Common Corporate Seal of said Company and was affixed thereto by their authority and that he as President subscribed his name thereto by the like authority said John Catlin being personally known to me to be the same person who executed the said instrument. That on the same day personally came before me Wm Taintor who being duly sworn by me said that he is Secretary of the Milwaukie and Mississippi Rail Road Company that he signed the within instrument as such Secretary by authority of said Company. Said Wm Taintor being personally known to me to be the same person who executed said instrument and they severally acknowledged that they executed the same for the uses and purposes therein mentioned.

E Cook
Notary Public
residing in Milwaukie County, Wisconsin

Recorded October 25 1853
at 4 o'clock P.M.

Milwaukee and Beloit Rail Road Company
and
Herman Schwarting

This Indenture made this Sixteenth day of December in the year One thousand Eight hundred and fifty Six between the Milwaukee and Beloit Rail Road Company party of the first part and Herman Schwarting Treasurer of the City of Milwaukee for the use of said City party of the second part.

Whereas the said City of Milwaukee pursuant to an act of the Legislature of the State of Wisconsin entitled "An Act authorizing the City of Milwaukee to loan its Credit in aid of certain Railroads" approved April second A.D. Eighteen hundred and fifty three, and of the several amendatory acts thereto, and of an Ordinance of the Common Council of said City of Milwaukee entitled "An Ordinance authorizing an issue of City Bonds to the Milwaukee and Beloit Rail Road Company" passed June 10th instant A.D. One thousand Eight hundred and fifty Six and approved by the Legal voters of said City of Milwaukee at an election held for that purpose according to Law on the fourteenth day of July A.D. Eighteen hundred and Fifty Six is to issue and deliver to the said party of the first part the negotiable corporate Bonds of the said City of Milwaukee to the amount of One Hundred Thousand Dollars payable in twenty years from the date thereof, with interest payable semi annually at the rate of Six per centum per annum both principal and interest payable at the Union Bank in the City of New York, as a loan of its credit by the said City of Milwaukee to the said Milwaukee and Beloit Rail Road Company to aid in the construction of its Rail Road from its Eastern terminus on Milwaukee River to a point twenty miles distant, under and in conformity with said Act and Ordinance above mentioned And the said Milwaukee and Beloit Rail Road Company for the security and indemnity of the said City for said City bonds did on the tenth day of December A.D. Eighteen hundred and fifty Six appoint the said Herman Schwarting Treasurer of said City and his successors in office for the use of said City of Milwaukee the Bond of said Company under the authority of the Board of Directors duly made by resolution passed on said day, and conditioned that the said Milwaukee and Beloit Rail Road Company, and their successors shall punctually pay and discharge the principal and interest monies of such bonds of the said City of Milwaukee that shall be issued and delivered to the said Railroad Company as aforesaid as the same shall severally become due, and shall also fully indemnify and save harmless the said City against all payments, liabilities, loses, damages, and expenses which the said City may incur or sustain in consequence of the issue and delivery of said bonds or any part thereof by the said City to the said Milwaukee and Beloit Rail Road Company.

Now therefore this Indenture witnesseth that the said party of the first part in order to secure the performance of the covenants and conditions of the said Company above stated and in consideration of One dollar to them in hand paid at the sealing and delivery hereof by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed and by these presents do grant bargain, sell convey and confirm unto the said party of the second part and his successors in office for the use of said City of Milwaukee, all the following present and future to be acquired property of the said party of the first part that is to say: the first part of the Railroad of the said party of the first part, Commencing at the City of Milwaukee, and running thence South Westerly a distance of Twenty miles being the first (20) twenty miles of their road, Commencing at the Eastern termination in the City of Milwaukee, including the right of way, lands occupied & to be occupied by said Railroad, together with the superstructures, and tracks thereon, and all Rails and the materials thereon, Side Tracks, Bridges, Viaducts, Culverts, Fences,

Equipments, Depot Grounds, and buildings thereon, Engines, Tenders, Cars, Tools machinery, Fixtures and other personal property within the limits aforesaid rights thereto and interest therein, together with the name and functions appertaining to said Road, Tolls, Rents, and income to be had or levied therefrom and all franchises, rights and privileges, as do or may exist in that part of said Railroad as first described, subject however to the payments, conditions and agreements specified and contained in a certain trust deed or mortgage executed by the said party of the first part on that part of their Road, fixtures and appurtenances from the City of Milwaukee to the Village of East Troy a distance of Thirty ten miles, to the Trustee therein named in trust to secure the payment of the principal and interest on Three hundred and twenty Bonds to be issued and to bear date of the first day of January A.D. Eighteen hundred and fifty Seven, of One thousand Dollars each amounting in the aggregate to Three hundred and twenty thousand Dollars payable in twenty five years from the date thereof with interest at the rate of Eight per centum per annum, payable semi annually on the first day of July and January in each year respectively, principal and interest payable at the Union Bank in the City of New York, said Mortgage Bonds to be issued amounting to Ten thousand Dollars per mile on the first Thirty ten miles of said Rail Road, and this Indenture being intended as a second mortgage on the first twenty miles of said Road from the City of Milwaukee South Westerly

But nothing herein contained shall be construed to prevent the said party of the first part from collecting and appropriating towards the Construction issues, and repairs, of the remaining part of said Road South Westerly, all such Subscriptions, donations, and loans of money and all bonds and other property, not included in the foregoing description, and not intended to be embraced in this Indenture which may have been, or which may hereafter be made for that purpose, but the said party of the first part shall have full right to proceed without let or hindrance from the said party of the second part and his successors in office It being distinctly understood that the Grant and made by this indenture is only for so much of the present and future to be acquired property of the said party of the first part that is to say, the first part of the Railroad of the party of the first part, Commencing at the City of Milwaukee, and running thence South Westerly a distance of Twenty miles being the first twenty miles of their Road Commencing at the Eastern Termination in the City of Milwaukee including the right of way land occupied or to be occupied by said Rail Road together with the superstructures and tracks thereon, and all other materials used thereon, Side tracks, Bridges, Viaducts, Culverts, Fences, Equipments, Depot Grounds and buildings thereon, Engines Tenders, Cars, Tools, Machinery fixtures and other personal property within the limits aforesaid rights thereto and interest thereon together with the name and functions appertaining to said Road, Tolls, Rents, and income to be had or levied therefrom and all franchises, rights and privileges, as do or may exist in that part of said Railroad as first described, subject however to the payments, conditions and agreements specified and contained in a certain trust deed or mortgage executed by the said party of the first part on that part of their Road, fixtures and appurtenances from the City of Milwaukee to the Village of East Troy a distance of Thirty ten miles, to the Trustee therein named in trust to secure the payment of the principal and interest on Three hundred and twenty Bonds to be issued and to bear date of the first day of January A.D. Eighteen hundred and fifty Seven, of One thousand Dollars each amounting in the aggregate to Three hundred and twenty thousand Dollars payable in twenty five years from the date thereof with interest at the rate of Eight per centum per annum, payable semi annually on the first day of July and January in each year respectively, principal and interest payable at the Union Bank in the City of New York, said Mortgage Bonds to be issued amounting to Ten thousand Dollars per mile on the first Thirty ten miles of said Rail Road, and this Indenture being intended as a second mortgage on the first twenty miles of said Road from the City of Milwaukee South Westerly

To have and to hold the said Rights, property, privileges and Easements thereof with the appurtenances belonging thereunto unto the said party of the second part and his successors in office for Ever

And the said party of the first part do Covenant to and with the said Herman Schwarting his successors and assigns that they are lawfully seized as of a good and indefeasible estate of inheritance in the law in fee simple of and in the above granted premises with the appurtenances, and have good right and full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid, and that the same are free, Clear, discharged and unincumbered of and from all former and other,

grade, lien, charge, estate, judgment, lease, agreement and incumbrance of what nature or kind soever, except the first mortgage as aforesaid.

This conveyance is intended as a mortgage to secure the punctual payment, and discharge the principal and interest or monies of the Bonds of the said City of Milwaukee to be issued and delivered as a loan unto the said party of the first part in an amount not to exceed in the aggregate One Hundred Thousand dollars to aid in construction of the Milwaukee and Beloit Railroad, from Eastern terminus on Milwaukee River to a point Twenty miles distant under and in conformity with said act and ordinance above mentioned and to secure the faithful performance of all the covenants and conditions of the said Bond of the said party of the first part dated the Tenth day of December A.D. One thousand Eight hundred and fifty Six, as herein before set forth, and in case the said party of the first part fail to pay the principal or any part thereof, or any of the interest or any of the Bonds of the said City of Milwaukee at any time when the same may become due and payable according to the tenor thereof, or shall fail to perform any of the covenants and conditions of the said bond of the said Company, then the said party of the second part, and his successor in office may at once enter into and take possession of all or any part of the said premises and property for the use and benefit of the said City of Milwaukee, and as the Attorney in fact, or agent of the said party of the first part hereby himself, or agent or substitute duly constituted hereby as and employ the same making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such repairs, use alterations and additions apply the proceeds thereof to the payment of so much of the principal and interest of all of said City Bonds as remain unpaid, and of all liabilities of the said party of the first part upon their said Bonds, or the said party of the second part and his successor in office at his and their discretion may cause the said premises and property, or so much thereof as shall be necessary to pay and discharge the principal and interest of the said City Bonds or so much thereof as may be due and unpaid as aforesaid, and to indemnify and save harmless the said City from and against all liabilities, loss and expenses incurred in consequence of the issue of the said Bonds to be sold at Public Auction in the City of Milwaukee, in the State of Wisconsin or in the City of Newyork giving at least sixty days notice of the time place and terms of such sale and of the specific property to be sold by publishing the same in two newspapers of good circulation in each of the cities aforesaid, and wherein the required by law and agreeable to the purchaser or purchasers thereof at such sale a good and sufficient deed of conveyance in the Law for the same, which shall be a bar against the party of the first part their successors and assigns and all persons claiming under them except the Holder or Holders of the said first or prior mortgage, of all right, interest or claim in or to said premises and property or any part thereof, and the said party of the second part shall after deducting from the proceeds of said Sale the Cost and Expenses thereof and of managing said property apply so much of the proceeds as may be necessary to the payment of said principal and interest due or unpaid on said Bonds, and to the indemnity of the said City as aforesaid, and shall render the surplus thereof to the party of the first part. It being expressly understood that in no case shall any claim or advantage be taken of any valuation appraisement or retention laws by the said party of the first part nor any injunction or Stay of proceedings or any precept be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said party of the first part hereby Covenant for the Consideration aforesaid to execute and deliver any just reasonable and necessary Conveyance of the said premises and property or any part thereof to the said party of the second part and his successors in office for the use of the said City of Milwaukee and for the more fully carrying into effect the object thereof, particularly for the conveyance of any right

or property subsequently to the date hereof acquired by the said party of the first part and comprehended in the description hereinbefore contained.

And the said parties of the first part hereby Covenant for the Consideration aforesaid that the said City bonds so to be issued and delivered as a loan to the said party of the first part as aforesaid, and all of said bonds, or avails thereof shall be faithfully applied to the construction and completion of said Section, or division of twenty miles of said Milwaukee and Beloit Railroad embraced in this Indenture.

And the said Company do further Covenant and agree that the said prior mortgage, or lien upon said property and premises in case of default in the performance of the Covenants and conditions therein contained shall not authorize the sale of said mortgaged premises and property for such default without public notice of said sale being given by publishing the same in two newspapers of good circulation in the Cities of Milwaukee and Newyork and wherein otherwise required by law at least forty days prior to such sale, and these presents are upon this express condition, that if the payment by the said party of the first part of the principal and interest of said City Bonds, and on the full and complete performance by the said party of the first part of all the Covenants and conditions of this said bond before referred to and of this indenture the estate hereby granted to the said party of the second part shall be void, and the right to the premises hereby conveyed shall revert and revest in the said party of the first part without any acknowledgements, satisfaction, reconveyance entry or other act.

In witness whereof the said party of the first part on the day and year aforesaid have hereunto caused to be affixed their corporate seal, and these presents to be signed by their President and countersigned by their Secretary at Milwaukee Wisconsin

(Seal)

Norris Hill, Pres

A.S. Babcock, Secretary

Signed Sealed and delivered in presence of
R.H. Merritt
D.C. Shepard

State of Wisconsin
County of Milwaukee } ss.

Be it remembered that on this 10th day of December A.D. Eighteen Hundred and fifty Six personally appeared before me the above named Norris Hill to me known to be the President of the Milwaukee and Beloit Railroad Company and the person who executed the foregoing instrument and who acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned of the Milwaukee and Beloit Railroad Company

Robert H. Merritt
Notary Public
Milwaukee County
Wisconsin

Recorded Oct 28th 1859 4. P.M.

Lake Michigan and Mississippi Rail Road Company.

Articles of Association.

{Articles of Incorporation Deed}

Whereas the Manitowoc and Mississippi Rail Road Company, a corporation by the laws of the State of Wisconsin, on the first day of October A. 1856 duly executed to Azariah C. Flagg and James Horner of the City of New York a Mortgage Deed for the purpose of securing the payment of bonds to the amount of five hundred and twenty five thousand Dollars with the interest coupons thereto attached, which was duly recorded in the office of the several Registers of Deeds of Manitowoc, Calumet and Winnebago Counties, whereby it granted, bargained, sold, transferred, remised, aliened and confirmed unto the said Azariah C. Flagg and James Horner the Rail Road of said Company from its Eastern termination in the village of Manitowoc to the Fox River at the village of Menasha in the County of Winnebago, being forty two miles in distance, constructed and to be constructed, together with all and singular the roadway and land procured or acquired, or to be procured or acquired for right of way within the limits aforesaid, together with all bridges, fences, privileges, rights, franchises and real estate owned by said Company for the purposes of said Road, or which should thereafter be owned or acquired by the said Company within the limits aforesaid, and all the tolls, income, issue and profits to be had from the same, and all lands which were or should be used and occupied for depots and stations, or which should thereafter be procured therefor, with all buildings standing or which should be erected thereon, together with all locomotives, tenders, passenger cars, freight cars, shops, tools and machinery owned or thereafter acquired by the said Company and in any way belonging or appertaining to the said Rail Road constructed and to be constructed within the limits aforesaid, including all the property, real and personal, pertaining to said Rail Road within said limits, and all its rights, credits and franchises thereunto belonging to or held by them in trust for and as security to the bondholders of said Company for the payment of the bonds of the Company secured by said Mortgage Deed, and of the interest thereon as it should become due.

And whereas by said Mortgage Deed it was provided that if said Rail Road Company should fail, neglect or refuse to pay the principal sum or any part thereof, or any of the interest on any of the bonds of said Company secured by said Mortgage Deed, at any time when the same should become due and payable according to the tenor of said bonds, when demanded, then at the expiration of sixty days from and after such default, failure, neglect or refusal, in case such principal or interest should then remain unpaid, the said Azariah C. Flagg and James Horner were authorized and directed by said Mortgage Deed, upon the written request of the holders of at least one half of the bonds issued under said Mortgage Deed then outstanding unpaid, to cause the said premises, real and personal estate and property, rights and franchises, or so much thereof as should be necessary to pay and discharge the principal and interest of all the said bonds remaining unpaid, to be sold at public auction in the village of Manitowoc, in the State of Wisconsin aforesaid, or in the City of New York, on giving at least ninety days previous notice of the time and place of such sale and of the real and personal property and estate, rights and franchises to be sold, by publishing the same in two newspapers of good circulation in

each of the Cities of Milwaukee and New York, in order to pay and discharge the principal and interest of the bonds aforesaid, and on such sale to execute and deliver to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which should be a bar against the said Rail Road Company, their successors and assigns and all persons claiming under them of all right, interest or claim of, in and to the said premises, real and personal estate and property, rights and franchises, or any part thereof.

And whereas the interest which became due on the first day of October A.D. 1857 upon all the bonds issued by said Company, secured by the Mortgage Deed aforesaid, amounting to about the sum of three thousand one hundred and fifteen Dollars, was not paid by said Company when it became due, and said Company having made default in such payment for the space of more than sixty days; and whereas also holders of more than one half of said outstanding bonds have duly requested in writing, in compliance with said Mortgage Deed, that the said Trustees should proceed to make sale and conveyance as aforesaid; and whereas also the said Trustees, in conformity to the provisions of said trust or mortgage deed, have duly published notice of such intended sale once in each week for three months in two newspapers published in the City of New York, and in two newspapers published in the City of Milwaukee in the State of Wisconsin, which notice of sale was given for the 28th day of April A.D. 1859 at the Merchants' Exchange in the City of New York, at twelve o'clock noon of that day. And whereas said sale was on the said twenty eighth day of April A.D. 1859 duly made as provided in said trust or mortgage deed, and Jacob Leips became the successful bidder and purchaser at such sale in trust for the bondholders for the price or sum of one hundred thousand Dollars, he, the said Jacob Leips, being the highest and best bidder at such sale:

Now Therefore, this Indenture Witnesseth, that the said Jacob Leips, purchaser as aforesaid, does hereby acknowledge, testify and declare that his title acquired by the said purchase to the said road, its appurtenances, franchises and property particularly described in the mortgage or trust deed aforesaid, executed by the Manitowoc and Mississippi Rail Road Company as above recited, was taken and is held by him in trust for the holders of the bonds secured by the said mortgage or trust deed.

And the said Jacob Leips as such purchaser in trust as aforesaid, and the holders of said bonds, who execute these presents, associates of the said Jacob Leips, do hereby in pursuance of the Statute in such case made and provided propose to organize anew and elect Directors, and provide for the distribution and disposal of stock under the name hereinafter mentioned in that behalf, under the Charter of the Manitowoc and Mississippi Rail Road Company, with the variation in manner and form of organization required by the altered circumstances and better convenience, and for that purpose do hereby adopt and establish the following articles of organization:

Article One. For the purposes aforesaid, the parties hereto do hereby organize themselves anew as a corporation or body corporate under the name of the "Lake Michigan and Mississippi Rail Road Company," by that corporate name to have, possess, exercise and enjoy all the corporate and other rights, privileges and franchises granted to or conferred upon the Manitowoc and Mississippi Rail

Road Company by each and every act of the Legislature of the State of Wisconsin, and by Chapter seventy nine of the Revised Statutes of the said State, intitled "Of Rail Roads" and every other general law of the said State in that behalf made and provided; subject to all duties, restraints and liabilities created or imposed by law upon the said Manitowoc and Mississippi Rail Road Company and upon Rail Roads in the said State generally, as far as the same may be applicable.

Article Two. - The said Jacob Leips, for and in the consideration of the premises above recited, doth hereby grant, bargain, sell, convey, transfer, assign, set over and confirm unto the said Lake Michigan and Mississippi Rail Road Company all and singular the Rail Road, appurtenances, franchises and property, real and personal, rights and choses in action of whatsoever name or description herein above mentioned and more particularly described in the above mentioned mortgage or trust deed, as fully as if the same were herein particularly set forth and described, and all the right, title of interest of him, the said Jacob Leips therein and thereto vested by the said sale and purchase thereunder; To have and to hold the same unto the said Lake Michigan and Mississippi Rail Road Company, their successors and assigns, for their sole use forever.

Article Three. - The capital stock of the said Lake Michigan and Mississippi Rail Road Company is hereby fixed at the sum of five hundred thousand Dollars divided into five thousand shares of one hundred Dollars each, with liberty nevertheless to the said Lake Michigan and Mississippi Rail Road Company to increase the said capital stock under and in conformity to the laws of the said State, to a sum not exceeding one million Dollars.

Article Four. - The stockholders of the said Lake Michigan and Mississippi Rail Road Company are the holders of the said bonds secured by the said Mortgage or trust deed, for whose benefit the said sale and purchase was made by the said Jacob Leips, and such other persons as shall hereafter associate themselves with them by subscription to the said capital stock & other proper means. Each holder of the said bonds, upon surrendering his bonds to the proper officer of the said Lake Michigan and Mississippi Rail Road Company shall be entitled to receive a certificate of stock in the Company hereby organized of an equal amount with the principal of the bonds surrendered by him, subject nevertheless to the payment in money of the pro-rata share of the costs charges and expenses of the said sale and of this organization and of carrying the same into effect, being the proportion of the whole of such costs, charges and expenses as the amount of stock so to be issued shall be the amount of bonds outstanding at the time of said sale.

Article Five. - The payment of the said pro-rata share of such costs, charges and expenses is hereby declared to be a charge and lien upon the stock to which each holder of the said bonds is entitled, and the Board of Directors of the said Lake Michigan and Mississippi Rail Road Company shall have power to declare the right of such stock forfeited by the non-payment of such pro-rata share of such costs, charges and expenses in such manner as the said Board of Directors shall determine.

Article Six. - The Board of Directors of the said Lake Michigan and Mississippi Rail Road Company shall consist of nine persons, and the following persons are hereby appointed and elected Directors of the said Company, and shall constitute the first Board of Directors of the Lake Michigan and Mississippi Rail Road Company, and shall hold their office as such until the first Monday in November next, and thereafter until their successors are duly elected in their places: Jacob Leips, Sylvester A. Wood, Jarvis D. Hall, Richard Klingholy, Fred. Salomon, John D. Markham, George H. Adams of Manitowoc, Wisconsin, and Joseph C. Morrison of Toronto, Canada West, and Benjamin Jones of Chicago, Illinois. The Directors hereafter to be elected shall be so elected in pursuance of the provisions of the old charter regulating the elections of Directors of the said Manitowoc and Mississippi Rail Road Company, except that the election of such Directors shall take place on the first Monday of November in each year after the date hereof.

Article Seven. - The said Board of Directors shall meet at the office of the said Lake Michigan and Mississippi Rail Road Company on this day, and proceed to elect and appoint the officers of the said Lake Michigan and Mississippi Rail Road Company, and provide for a corporate seal.

Article Eight. - These articles are executed in duplicate; both duplicates executed by the said Jacob Leips and by the holders of the said bonds, setting opposite to their names and seals the amount of bonds respectively held by them. When one of the said duplicates shall have been executed by the holders of a majority of said bonds, it shall be sent for record to the office of the Secretary of State of the said State of Wisconsin, and the other duplicate shall be retained in the office of the said Lake Michigan and Mississippi Rail Road Company.

Article Nine. - The organization of the said Lake Michigan and Mississippi Rail Road Company is hereby declared to be complete in fact.

In Witness Whereof, the said Jacob Leips and the bondholders, whose names are hereunder written, have hereunto set their hands and seals, at the village of Manitowoc in the State of Wisconsin, on this twenty first day of November in the year one thousand eight hundred and fifty nine.

In presence of:

Geo. H. Barker
Albert N. Baker.

Jacob Leips. 50 Bonds. (Seal)
Benjamin Jones. 50 Bonds (Seal)

The words "of Wisconsin" on the fourth line from the bottom of Article Eight were inserted before signing.

A. N. Baker. Notary Public

State of Wisconsin } ss.
County of Manitowoc }

Be it remembered that on the twenty first day of November A.D. 1859, personally came before me the above named Jacob Leips and Benjamin Jones, to me known to be the persons who executed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Albert N. Baker
Notary Public.

Recorded December 15th 1859. at 9 o'clock A. M.

✓

Mem
Release on
Mortgage

The Ripon and Wolf River Rail Road Company
and
J. A. Helfenstein in Milwaukee

First Mortgage

This indenture made the first day of May in the year of our Lord One thousand eight hundred and Sixty (1860) between the Ripon and Wolf River Railroad Company a corporation duly constituted as such by the laws of the State of Wisconsin, parties of the first part and J. A. Helfenstein in the City of Milwaukee State aforesaid party of the second part, Whereas the parties of the first part pursuant to the returns of of the Statute of said State incorporating them, and other Statutes of said State affecting them, are engaged in constructing a Railroad from the Village of Ripon in the County of Fond du Lac State of Wisconsin to the Village of Menasha in the County of Winnebago in the State of Wisconsin aforesaid, and for that purpose in part have resolved to raise a sum of money by loan for purchasing and transporting on rails and Machinery therefor, and for aiding the construction of said railroad; and in order to secure payment thereof to execute within the present year certain bonds, with interest warrants or coupons annexed, not exceeding Two hundred and thirty two thousand dollars ($ 232,000) in amount, and the total amount to be issued under this Mortgage not to exceed Two hundred and thirty two thousand Dollars, said Bonds to be issued in amounts of One thousand Dollars each, numbered respectively from one (1) to Two hundred and thirty two (232) inclusive to the person or persons lending such money, or furnishing such rails or machinery and made payable in the city of Milwaukee on the first day of May A.D. one thousand eight hundred and eighty (1880) and bearing interest from their date at the rate of eight per centum per annum payable semi-annually on the first days of each November and each May ensuing the date thereof, in the City of Milwaukee until the principal shall be paid. Such bonds to be dated on the first day of May A.D. 1860 and to be on an equality so far as regards security for the payment thereof by these presents. — Each of said bonds being authenticated by a certificate signed by said party of the second part. and each containing a clause permitting the holder thereof to exchange the same at par for ten shares of Stock in said railroad Company, convertable at any time within five years from the date thereof.

Now therefore this indenture witnesseth that the said parties of the first part in order to secure the payment of said bonds and interest and in consideration of One dollar to them in hand paid by the said party of the second part at the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed and by these presents do grant, bargain, sell transfer and convey to the said party of the second part, his successor or successors, in trust hereby created and assigns all the following real and personal estate and property of the said parties of the first part, that is to say, all of that part of their said road from the junction thereof with the Milwaukee and Horicon Railroad in the County of Winnebago, near the Village of Ripon, State of Wisconsin, to a point in or near the Village of Menasha in the County of Winnebago, State of Wisconsin which shall be following the line of railroad twenty nine miles (29) from said junction including the right of way and land occupied by said road together with the superstructure and track thereon and all rails and materials used thereon, bridges viaducts, culverts fences, equipments, necessary depot grounds and buildings thereon belonging to the parties of the first part and all rolling Stock, engines tenders cars tools, materials, machinery, fixtures and all other personal property appertaining to said line of road and now belonging to the parties of the first part, or

hereafter to be acquired by them, and all rights thereto and interest therein and also all future rights thereto and interest therein to be acquired by the parties of the first part together with the name and franchises of and appertaining to the said road tolls, rents and income to be had or levied therefrom, and all corporate and other franchises, rights and privileges of the said parties of the first part in and to, or concerning the same. But nothing herein shall be so construed as to prevent the parties of the first part from selling hypothecating or otherwise disposing of any city town or county bonds, or farm Mortgages or other securities received in payment of Stock or otherwise or of any lands or other property of the parties of the first part not necessary to be retained for the roadway depot grounds and stations, nor required for the construction or convenient use of said road or any road bed; nor from collecting monies due to the said company on Stock subscriptions or otherwise.

Nor shall any thing herein contained be so construed as to prevent said parties of the first part from collecting and appropriating towards the construction use and repairs of the said road and of any part thereof all Stock, subscriptions, donations or loans of money, lands or other property which may have been and may hereafter be made for that purpose; but the said parties of the first part shall have full right so to proceed without let or hindrance from the said party of the second part his successor or successors in the trust hereby created or assigns

To have and to hold the said premises, real and personal estate and property and every part and parcel thereof with the appurtenances unto the said party of the second part, his successor or successors in the trust hereby created and assigns upon the following trusts, that is to say; in case the said parties of the first part shall fail to pay the principal or any part thereof, or any of the interest on any of the said mortgage bonds to be issued hereunder, belonging to third parties at any time when the same shall become due and payable according to the tenor thereof when demanded, then at the expiration of sixty days from and after each default, failure, neglect or refusal, in case such principal or interest shall not have been paid, the said party of the second part, his successor or successors in the trust hereby created or assigns, may enter into and upon and take possession of all or any part of said premises, real and personal estate and property, and as the attorney in fact or agent of the said parties of the first part by himself or or agent or substitutes duly constituted, have use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds issued hereunder remaining unpaid; And the said party of the second part, his successor or successors in the trust hereby created or assigns, on the written request of the holders of at least One half of said Mortgage bonds issued hereunder and then outstanding unpaid, or unconverted into Stock, shall cause the said premises, real and personal estate and property, rights and franchises or as much thereof as shall be necessary to pay and discharge the principal and interest of all such Mortgage bonds as may be then unpaid and unconverted, to be sold at public auction in the City of Milwaukee and State of Wisconsin aforesaid, giving at least ninety days notice previous, of the time place and terms of such Sale, and of the real and personal estate and property rights and franchises to be sold by publishing the same in two Newspapers of good circulation in each of the cities of Milwaukee, Madison and Ripon in the State of Wisconsin, and whenever and wherever else required by law, and execute and deliver to the purchasers thereof, a good and sufficient deed of conveyance

in fee simple for the same, which shall be a bar against the parties of the first part, their successors and assigns and all parties claiming under them of all right interest or claim of in or to said premises, real and personal estate and property rights and franchises or any part thereof. The amount of the bid, or purchase money on the said Sale, may be paid in whole or in part by the outstanding Mortgage bonds or any part of them issued hereunder, and the same shall be taken and received in whole or in part payment and satisfaction by the party of the second part his successor or successors in the trust hereby created or assigns according to their value to be ascertained and determined by the net amount arising from said Sale, as compared to the amount of outstanding and unconverted bonds issued hereunder as aforesaid.

And the said party of the second part shall after deducting from the proceeds of said Sale, the costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the residue of said outstanding mortgage bonds issued hereunder and not converted into Stock nor used in payment of said bid as aforesaid and shall pay over and restore the remainder of said proceeds to the parties of the first part their successors or assigns. It being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws, by the said parties of the first part nor any injunction or Stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid. And the said parties of the first part hereby Covenant for the Considerations aforesaid to execute and deliver any further reasonable and necessary Conveyance or Conveyances of the premises or any part thereof to the said party of the second part his successor or successors in the trust hereby created or assigns for more fully carrying into effect the objects hereof, particularly for the Conveyance of any right interest or property subsequent to the date hereof acquired by the said parties of the first part and comprehended or intended so to be in the description and terms of this instrument. And the said parties of the first part hereby covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of said Mortgage bonds to be issued hereunder, shall be faithfully applied to the purchase and transportation of iron rails and machinery, and for the construction and extension of said road, and the expenses attending such loan and purchase; and the said rails and machinery so purchased shall be transported and used with due diligence in the construction finishing and furnishing said Rail Road. And it is mutually agreed and these presents are upon the express condition that on payment of the principal and interest of said Mortgage bonds, issued hereunder, or conversion thereof into Stock in manner aforesaid, the estate hereby granted to the said party of the second part his successor or successors in the trust hereby created and assigns, shall be void and the rights to the premises and real and personal state and property hereby conveyed shall revert to and revest in the said parties of the first part, without any acknowledgement of satisfaction, reconveyance, re-entry or other act; but when the principal and interest of all the said Mortgage bonds, to be issued hereunder shall be fully paid and the said bonds duly cancelled the said party of the second part his successor or successors in the trust hereby created or assigns shall upon the request of the parties of the first part, or their assigns duly execute and acknowledge payment and satisfaction of this Mortgage and shall deliver up the same to the parties of the first part or their assigns to the end that the same may be duly and properly satisfied cancelled and discharged of record.

And it is further mutually agreed that the said party of the second part his successor or successors, shall be accountable only

for reasonable diligence in the management of the several trusts and matters herein and hereby committed to his and their care, control and authority and shall not be responsible for the acts of any agent or attorney employed by him or them when such agent or attorney is selected with reasonable discretion.

And the said party of the second part, his successor or successors in the trust hereby created shall be entitled to receive proper compensation for any labor or service performed by him or them in the proper discharge of his or their trust: in case he, or they, shall be compelled to take possession of said premises and real and personal property and estate or any part thereof or to manage the same.

And it is further understood and mutually agreed that in case of the death mental or civil incapacity or resignation of the party of the second part, all his estate, right, interest, power and control in the premises shall be diverted, cease and determine and the same shall thenceforth for the purposes aforesaid be devolved upon and vested in all and singular the trusts and duties hereinbefore mentioned and enumerated shall be conferred as follows; the said parties of the first part or in their default to take proceedings therefor for thirty days; the holders of a majority of the said outstanding mortgage bonds to be issued hereunder, may apply to the Supreme Court of the State of Wisconsin to appoint in his place a new trustee, being a resident of the City of Milwaukee, and thereupon and upon the acceptance of the trusts, such new trustee shall become vested, for the purposes aforesaid, with all right, estate property and interest hereby conveyed to or vested in the party of the second part, without any further assuming or conveying of the same. But if the same shall be necessary both or either of the parties hereto shall execute and deliver any other or further releases or conveyances for that purpose, to the end that the true intent, object and meaning of this instrument may be fully and faithfully carried into effect.

In testimony Whereof, the said parties of the first part, on the day and year aforesaid, by order of the Board of Directors have hereunto set and caused to be affixed their Corporate Seal and these presents to be signed by their President and countersigned by their Secretary at Onro Wisconsin, and the party of the second part has hereunto set his hand and seal

Seal

Chauncey Pigelow [LS]
Pres. Ko. W.R.R. Co.

M. L. Bradt. Secretary

Signed Sealed and delivered in presence of
Cleveland & Phelps } Witness
Thompson Ratchin }

State of Wisconsin } ss.
County of Winnebago }

Be it remembered that on the first day of August A.D. 1860 personally appeared before me the above named Chauncey Pigelow to me known to be the President of Ripon and Wolf River Railroad Company, and the person who executed the foregoing instrument, and who acknowledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned of the Ripon and Wolf River Railroad Company.

Daniel B. Sneden
Notary Public
Wisconsin

I accept the trust as within conveyed to me by the foregoing deed

J. A. Helfenstein [LS]

Signed Sealed and delivered in presence of
Chester Steele
John P. Helfenstein

Recorded August 6. 1860 at eleven o'clock ten minutes A.M.
Edward Hopkins Mar. Secretary of State

Articles of Association of the Purchasers of the Milwaukee and Mississippi Railroad Company

Whereas, the railroad of the Milwaukee and Mississippi Railroad Company has been sold in pursuance of certain foreclosure proceedings, had in the United State District Court for the District of Wisconsin, on the complaint of George S. Coe, trustee, under a mortgage, or deed of trust, made by the said Milwaukee and Mississippi Railroad Company, dated June 15. 1852; and of Isaac Seymour, trustee, under several mortgages, or deeds of trust, made by the said Milwaukee and Mississippi Railroad Company, and dated respectively, April 1st 1853, June 1st 1853, July 1st 1856, and September 17th 1857, to the records of which Court, and the proceedings had therein, in said complaints, reference is made for a more full and particular statement thereof.

And whereas, the undersigned have purchased said road at said sales, and all it property, real and personal, franchises, and privileges.

Now, therefore, be it known that we, the undersigned, purchasers as aforesaid being desirous of forming a Corporation, under and by virtue of the laws of the State of Wisconsin, do hereby associate together for that purpose, and do hereby declare the following to be the certificate or articles of association, and we execute the same in duplicate, to the end that one may be filed with the Secretary of State for the State of Wisconsin, and the other remain in the records of our corporation, as a record of our corporate rights, privileges, and immunities.

First. Our corporate name shall be the "Milwaukee and Prairie du Chien Railway Company."

Second. The number of directors shall be nine, and a majority shall be citizens or residents of the City of New York. For the first year, and until others are legally chosen in their place, the following persons are the directors: Louis H. Meyer, William B. Lynde, Allan Campbell, William Schall, John Williamson, John Catlin, Hercules L. Dousman, George Smith, A. A. Bondery. Our stock basis shall not exceed $7,500,000, divided into 75,000 shares of one hundred dollars each.

The said shares of capital stock shall be subdivided as follows:

An amount not exceeding $3,651,400, or 36,514 shares, shall be set apart and designated as "first class preferred stock," and the full sum of $100 per share we hereby declare and acknowledge to be paid thereon, except on so much of this class as is hereinafter designated as scrip stock. The said first class preferred stock shall be entitled to an interest of eight per cent. per annum for each and every year before any payment of interest or dividends to any other class of stockholders. And whenever the Company earn sufficient to pay a greater sum on all classes of stock, then they shall share pro rata in any dividend greater than eight per cent. per annum. Of the said first class preferred stock an amount not exceeding $2,586,000, or 25,860 shares, shall be set apart and designated as scrip stock; this scrip stock shall not, at any time, exceed the amount of the mortgage bonds hereinafter named; on this stock we hereby declare and acknowledge the sum of one dollar per share to be paid.

The scrip stock shall not be subject to any assessment, and shall entitle the person in whose name it stands upon our books, to all the rights and privileges of other stockholders, except that it shall not entitle the holder to any dividend or other profit or increase from the income or assets of the Company.

It shall be issued in certificates of ten shares each, and shall accompany each mortgage bond of the Company. (If any mortgage bonds of $500 each are issued by the Company, then so many of said certificates as are necessary may be issued in the name of five shares each.)

The holder thereof shall have the right, at any time within ten days after any dividend shall have been declared, and become payable on said first class preferred stock, to pay the full sum of one hundred dollars per share, by the surrender to the Company of the mortgage bond named by its number in his certificate, and upon surrendering said certificate and bond he shall be entitled to receive therefor the same number of shares of first class preferred full paid stock, and entitled to dividends.

An amount not exceeding $1,086,800, or 10,868 shares of said capital stock shall be set apart, and designated as second class preferred stock, and we hereby declare and acknowledge the full sum of one hundred dollars per share to have been paid thereon.

This second class preferred stock shall be entitled to an interest of seven per cent. per annum for each and every year, after paying the interest on their mortgage bonds, the amount provided for the sinking fund, and an interest or dividend of eight per cent. per annum for each and every year on the first class preferred stock, and before the payment of dividends to any other class of stockholders than those aforenamed.

And whenever the company earns sufficient to pay a greater sum than eight per cent. on said first class preferred, and seven per cent. on said second class preferred stock, as hereinbefore provided, and seven per cent. on the common stock, then the said second class preferred stock shall share pro rata in any greater dividend, which may be made by the Company than as above named.

The balance of said capital stock ($2,761,800, or 27,618 shares) shall be designated as common stock; and we hereby declare and acknowledge the full sum of one hundred dollars per share to have been paid thereon.

After the preferred stock above described shall have been reduced in amount to $3,000,000 as now required by law, the common stock may be increased to the sum of $3,000,000 but the increase of $238,200 shall not be sold by the company at less than $100 per share cash at the time of sale, and the stockholders shall have it at their option for thirty days, to take them pro rata at par.

Fourth. This corporation shall have all the powers, privileges, and immunities of railroad companies under the laws of Wisconsin; and especially to sue and be sued, to acquire, use, and sell, bargain, and convey all kinds of property, real and personal, necessary or convenient to operate, use and maintain said railroad, or the part or the whole of any other railroad hereafter acquired by them within the State of Wisconsin. To make any by-laws for the

government and management of the corporation, or its officers, not contrary to the laws of Wisconsin, or of the United States. To make, have, and use a common seal, and the same to renew and alter at pleasure. And they are hereby invested with all the powers, privileges, and immunities, which are necessary or convenient to carry into effect the purposes and objects of this corporation.

They are hereby authorized to transport, take, and carry property and persons by railway, by force and power of steam, or of animals, or of any mechanical or other power, or of any combination of them, which said Company may choose to apply, between the city of Milwaukee and the Mississippi River, and to other, and across said river, and to and from all intermediate places. They are also authorized and empowered to lease, buy, purchase, receive, hold, use, sell, and convey all the property and franchises, furniture and equipments, real and personal, of the Milwaukee and Mississippi Railroad Company; also the capital stock thereof, and any or all mortgage bonds or other evidences of debt made by it, and when purchased by this Company they shall have all the legal and equitable rights that the holders thereof had before their sale to this Company.

Also, to support maintain build, use, sell, and convey one or more steam ferry-boats between Prairie du Chien and McGregor, in the State of Iowa.

Also to purchase, hold, use, sell, and convey, upon their line of railway or elsewhere, any materials, engines, cars, steam ferry-boats, and any other property, real or personal, necessary or convenient for the corporation, and for them use in transporting persons, goods, and property, to purchase receive, and hold, and to sell and convey such real Estate as may be necessary and convenient in accomplishing the object for which this Company is incorporated.

Also, to fix, regulate, and receive the tolls and charges by them to be received for transportation of persons or property.

The said corporation shall have power to issue an amount not exceeding two thousand four hundred and twenty eight bonds, of one thousand dollars each, and two hundred and fifty-six bonds of five hundred dollars each (in all $2.556.000), bearing an interest of seven per cent. per annum, the principal and interest payable in the city of New York, the interest semi-annually, the principal in the year A.D 18[illegible], with a provision that if the Company make default in the payment of interest, or Sinking Fund, as hereinafter provided, for six months, the principal shall thereupon become due, without demand or notice; and also, whenever the bonds are designated as hereinafter provided to be paid by the trustee or trustees, then the principal of said bonds so designated shall thereupon become due. And to secure the same by a mortgage or trust deed upon this franchise, and all the real and personal property of the Company, and to embrace the entire corporate property, and all its franchises and privileges.

It shall also contain a provision for a sinking fund, by which the Company shall be obligated to pay to the trustee or trustees named in the mortgage, or their successors, such sums of money as shall amount to the difference between $204.480 and the interest for each year on the outstanding mortgage bonds; this amount to be paid in equal sums, as near as may be, on the 1st days of April and October in each year, commencing October 1st, 1862 with

the payment of $13000. The trustee or trustees shall immediately after any payment is made them, designate by lot so many of the bonds as they have money to pay, to which the sums received by them shall be applied in payment. They shall give notice of the numbers designated, in two or more of the newspapers printed in the city of New York, and shall continue said notice once each week until the first day of the succeeding January or July, when the interest on the bonds so designated shall cease, and neither the company or their successors shall be any longer liable for the payment of the interest or principal thereof.

Said trustee or trustees shall, on said first day of each January and July, pay the principal and interest of said bonds, and cancel and surrender the same to the company, and also the scrip certificate of stock accompanying said bonds.

The company shall keep a proper registery or account of all the bonds thus paid by them, or designated to be paid as aforesaid; and the number or amount of bonds thus cancelled shall be reported by said company to the stockholders, at each annual meeting, and said bonds shall be presented and shown at said meeting.

The bonds secured by said mortgage shall be convertible, at the option of the holder, into the first class preferred stock, at any time within ten days after any dividend shall have been declared and become payable on said preferred stock.

The said mortgage deed and bonds shall be signed by the President and Secretary, and the seal of the company shall be affixed thereto.

And except as herein expressly provided, the corporation shall have no power or authority to mortgage or otherwise encumber their property, real or personal, unless the agent in writing of a majority in interest of the owners and holders of all the shares of capital stock issued by said corporation shall be first had and obtained, authorizing the same.

No assent shall be taken from agent, by proxy unless the proxy or power of attorney held by the agent shall expressly authorize the particular assent asked for.

They shall have power to build and construct any new line of railway necessary or convenient in straightening the old line, or in extending it so as to conform to the requirements of the charter of the Milwaukee and Mississippi Railroad Company, or the law of the State, whenever or wherever the adjoining proprietors or inhabitants will donate the right of way, and grade the line; but no expenditure shall be made for this purpose, unless it is from the surplus Earnings of the Company, after providing for the payment of interest on all its mortgage debt, the annual the sinking fund, and dividends on the preferred stock.

Fifth. The immediate government and direction of the affairs of the company shall be vested in a board of not less than nine directors; and after the present directors' time expires, they shall be chosen by the stockholders of said company, in the manner hereinafter provided, and shall hold their office until the next annual meeting of the Company, or until others are duly elected, and qualified to take their places as directors.

The said directors shall elect one of their number President of the Board, who shall also by virtue thereof be President of the Company, and shall also elect a Vice-President from one of their number. They shall also appoint a Secretary, and such other officers or agents as the necessity or convenience of the Company require.

A majority of the directors of the Company shall constitute a quorum to do business, a less number may adjourn from time to time.

In all meetings of the stockholders of said Company, each share shall entitle the holder thereof to one vote, which vote may be given by said stockholder in person, or by lawful proxy; and the annual meeting of the stockholders of said Company for the choice of directors, shall be holden at such time and place in the month of April of each year, and upon such notice as said Company in their by laws may prescribe; and if no regulation as to the time and place of the meetings of stockholders shall be made by the Company, then the directors shall appoint the same.

In case it shall so happen that an election of directors shall not be made on the day appointed for that purpose, said corporation shall not for that cause be dissolved, but said election may be had on any day which the stockholders shall adjourn or which shall be appointed by the directors. And said directors shall have power to fill any vacancy which may occur in their board by death, resignation, or otherwise.

The said directors shall have power to make and prescribe such by laws, rules, and regulations as they shall deem proper and needful, touching the disposition and management of the stock, property, estate, and affairs of said company, not contrary to those established by the stockholders or to this act, or to the laws of the State of Wisconsin or of the United States, the manner of shares, the duties and conduct of their officers, agents, and servants, and all matters whatever which may appertain to the concerns of said Company.

To petition and apply for any law of the State of Wisconsin, in alteration hereof, and before the same becomes binding, shall submit the same to the stockholders for their approval.

Sixth. The signing of this certificate or articles of association is hereby declared to be a special meeting of the preferred stockholders, and a vote, and the assent of the preferred stockholders to borrow the money and to mortgage the road for the amounts as above set forth, and also to be a waiver of any notice required of the meeting on that subject.

Seventh. The certificates of stock issued by this Company, shall, upon their face, be made subject to all the terms and conditions of these articles of association.

Eighth. Upon the dissolution of this corporation, after the payment of all its debts, the remaining assets shall be divided among the different classes of stockholders, according to their preferences, that is to say, the first class preferred stock, excepting the scrip stock, shall be first paid in full, and then the second class preferred shall be paid in full, and the balance divided among the common stockholders pro rata. But this Corporation shall not be dissolved by any act of the Company, without an affirmative vote of two-thirds of each class of stockholders.

Ninth. These articles of association may be modified, altered, or amended, at any annual or special meeting duly called, at which a majority in interest of each class of stockholders shall be present, and voting in the affirmative. But no stockholder shall become liable to pay any money by any such action, unless he shall have voted therefor or assented thereto.

Tenth. Annual meetings of the stockholders shall be held in the State of Wisconsin, in the month of April in each year after 1861, which meeting shall be called by the directors, who shall specify the time and place for holding the same. And thirty days previous to any annual meeting the directors shall send through the post-office to each stockholder, to the address as shown by the Company's books, a full and specific statement of all the business, acts, and doings of the corporation up to the 1st day of January preceding.

Witness our hands at the City of Milwaukee, this 18 day of January, 1861.

D. K. Meyer
Allen Campbell
John Catlin
W Schall
Louis A von Hoffman

Filed January 18 1861 at 3 o'clock and ten minutes P.M.

Articles of Association of the purchasers of the Milwaukee and Mississippi Railroad Company.

Whereas, the railroad of the Milwaukee and Mississippi Railroad Company has been sold in pursuance of certain foreclosure proceedings, had in the United States District Court for the District of Wisconsin, on the complaint of George S. Coe, trustee, under a mortgage, or deed of trust, made by the said Milwaukee and Mississippi Railroad Company, dated June 15, 1853, and of Isaac Seymour, trustee, under several mortgages, or deeds of trust, made by the said Milwaukee and Mississippi Railroad Company, and dated respectively, April 1st, 1855, June 1st, 1855, July 1st, 1856, and September 17th, 1857, to the records of which Court, and the proceedings had therein, in said complaints reference is made for a more full and particular statement thereof.

And whereas, the undersigned have purchased said road at said sale and all its property, real and personal, franchises, and privileges:

Now therefore, be it known that we, the undersigned, purchasers as aforesaid, being desirous of forming a corporation, under and by virtue of the laws of the State of Wisconsin, do hereby associate together for that purpose, and do hereby declare the following to be the articles of association, and we execute the same in duplicate, to the end that one may be filed with the Secretary of State for the State of Wisconsin, and the other remain in the records of our corporation, as a record of our corporate rights, privileges and immunities.

First.- Our corporate name shall be the "Milwaukee and Prairie du Chien Railway Company."

Second. The number of directors shall be nine, and a majority shall be citizens or residents of the city of New York. For the first year, and until others are legally chosen in their places, the following persons are the directors: Lewis H. Meyer, William C. Lyndy, Allan Campbell, William Schall, John Wilkinson, John Austin, Hercules L. Dousman, George Smith, A. A. Condray.

Our stock basis shall not exceed $ 7,500.000, divided into 75.000 shares of one hundred dollars each.

The said shares of capital stock shall be subdivided as follows:

An amount not exceeding $ 3.687,400, or 36,874 shares, shall be a part and designated as "first class preferred stock"; and the full sum of $100. per share we hereby declare and acknowledge to be paid thereon, except as to so much of this class as is hereinafter designated as scrip stock. The said first class preferred stock shall be entitled to an interest of eight per cent. per annum for each and every year — before any payment of interest or dividends to any other class of stockholders. And whenever the Company earn sufficient to pay a greater sum on all classes of stock, then they shall share pro rata, in any dividend greater than eight per cent. per annum. Of the said first class preferred stock an amount not exceeding $ 2.586.000 or 25.860 shares, shall be set apart and designated as scrip stock; this scrip stock shall not, at any time, exceed the amount of the mortgage bonds hereinafter named; on this stock we hereby declare and acknowledge the sum of one dollar per share to be paid.

The scrip stock shall not be subject to any assessment, and shall entitle the person in whose name it stands upon our books, to all the rights and privileges of other stockholders, except that it shall not entitle the holder to any dividend or other profit or increase from the income or assets of this Company.

It shall be issued in certificates of ten shares each, and shall accompany each mortgage bond of the Company. (If any mortgage bonds of $ 500 each are issued by the Company, then so many of said certificates as any one company may be issued in the sum of five shares each.)

The holder thereof shall have the right, at any time within ten days after any dividend shall have been declared, and become payable on said first class preferred stock, to pay the full sum of one hundred dollars per share by the surrender to the Company of the mortgage bond named by its number in his certificate, and upon surrendering said certificate and bond, he shall be entitled to receive, (from the Company) the same number of shares of first class preferred full paid stock, and entitled to dividends.

An amount not exceeding $ 1,086,800, or 10,868 shares of said capital stock shall be set apart, and designated as second class preferred stock, and we hereby declare and acknowledge the full sum of one hundred dollars per share to have been paid thereon.

This second class preferred stock shall be entitled to an interest of seven per cent. per annum for each and every year, after paying the interest on their mortgage bonds, the amount provided for the sinking fund, and an interest or dividend of eight per cent. per annum for each and every year on the first class preferred stock, and before the payment of dividends to any other class of stockholders than those above named.

And whenever the Company earn sufficient to pay a greater sum than eight per cent. on said first class preferred, and seven per cent. on said second class preferred stock, as hereinbefore provided, and seven per cent. on the common stock, then the said second class preferred stock shall share pro rata in any greater dividend, which may be made by the Company than as above named.

The balance of said capital stock ($2.786,800, or 27,868 shares) shall be designated as common stock; and we hereby declare and acknowledge the full sum of one hundred dollars per share to have been paid thereon.

After the preferred stock above described shall have been reduced in amount to $5.000.000, as now required by law, the common stock may be increased to the sum of $ 3.000.000, but the increase of $238.732 shall not be sold by the Company at less than $ 100. per share cash at the time of sale, and the stockholders shall have it at their option for thirty days, to take their pro rata at par.

Fourth. This corporation shall have all the powers, privileges, and immunities of railroad companies under the laws of Wisconsin; and especially to own and be sued, to acquire, use, and sell, bargain, and convey all kinds of property, real and personal, necessary or convenient to operate, use and maintain said railroad or the part or the whole of any other railroad hereafter acquired by them within the State of Wisconsin. To make any by-laws for the government and management of the corporation, or its officers, not contrary to the laws of Wisconsin or of the United States.

Tonnage, have, and use a common seal and the same to renew and alter at pleasure. And they are hereby invested with all the powers, privileges, and immunities, which are necessary or convenient to carry into effect the purposes and objects of this corporation.

They are hereby authorized to transport, take, and carry property and persons by railway, by force and power of steam, or of animals, or of any mechanical or other power, or of any combination of them, which said Company may choose to apply, between the city of Milwaukee and the Mississippi River, and to either, and across said river and to and from all intermediate places. They are also authorized and empowered to lease, buy, purchase, receive, hold, use, sell, and convey all the property and franchises, furniture and equipments, real and personal, of the Milwaukee and Mississippi Railroad Company; also the capital stock thereof, and any or all mortgage bonds or other evidences of debt made by it, and when purchased by the Company they shall have all the legal and equitable rights that the holders thereof had before their sale to this Company.

Also, to support, maintain, hold, use, sell and convey one or more steam ferry-boats between Prairie du Chien and McGregor in the State of Iowa.

Also, to purchase, hold, use, sell, and convey upon this line of railway or [illegible], any materials, engines, cars, steam ferry-boats, and any other property, real or personal, necessary or convenient for this corporation, and for their use in transporting persons, goods and property, to purchase, receive, and hold, and to sell and convey such real estate as may be necessary and convenient in accomplishing the object for which this company is incorporated.

Also, to fix, regulate, and receive the tolls and charges by them to be received for transportation of persons or property.

The said Corporation shall have power to issue an amount not exceeding ten thousand four hundred and twenty eight bonds, of one thousand dollars each (in all $2,556,000) bearing an interest of seven per cent. per annum the principal and interest payable in the City of New York, the interest semi-annually, the principal in the year A.D. 1891, with a provision that if the Company make default in the payment of interest, or Sinking Fund, as hereinafter provided, for six months, the principal shall thereupon become due, without demand or notice; and also, whenever the bonds are designated as hereinafter provided to be paid by the trustee or trustees, then the principal of said bonds so designated shall thereupon become due. And to secure the same by a mortgage or trust deed upon the franchises, and all the real and personal property of the Company, and to embrace the entire corporate property, and all its franchises and privileges.

It shall also contain a provision for a sinking fund, by which the Company shall be obligated to pay to the trustee or trustees named in the mortgage, or to their successors, such sums of money as shall amount to the difference between $704,480 and the interest for each year on the outstanding mortgage bonds; this amount to be paid in equal sums, as near as may be, on the 1st days of April and October in each year commencing October 1st 1862 with the payment of $15,000. The trustee or trustees shall, immediately after any payment is made them, designate by lot so many of the bonds as they may have money to pay, to which the sums received by them shall be applied in payment. They shall give notice of the numbers designated, in two or more newspapers printed in the city of New York, and shall continue said notice once each week until the first day of the succeeding January or July, when the interest on the bonds so designated shall cease, and neither the company or their successors shall be any longer liable for the payment of the interest or principal thereof.

Said Trustee or trustees shall, on said first day of each January and July, pay the principal and interest of said bonds, and cancel and surrender the same to the company, and also the scrip certificate of stock accompanying said bonds.

The company shall keep a proper registry or account of all the bonds thus paid by them, or designated to be paid as aforesaid; and the number or amount of bonds thus cancelled shall be reported by said company to the stockholders, at each annual meeting, and said bonds shall be presented and shown at said meeting.

The bonds secured by said mortgage shall be convertible, at the option of the holder, into the first class preferred stock, at any time within ten days after any dividend shall have been declared and become payable on said preferred stock.

The said mortgage deed and bonds shall be signed by the president and secretary, and the seal of the Company shall be affixed thereto.

And except as herein expressly provided, the corporation shall have no power or authority to mortgage or otherwise encumber their property, real or personal, unless the assent in writing of a majority in interest of the owners and holders of all the shares of capital stock issued by said corporation shall be first had and obtained, authorizing the same.

No assent shall be taken from agents, or by proxy, unless the power of attorney held by the agent shall expressly authorize the particular assent asked for.

They shall have power to build and construct any new line of railway necessary or convenient in straightening the old line, or in extending it so as to conform to the requirements of the charter of the Milwaukee and Mississippi Railroad Company or the law of the State, whenever or wherever the adjoining proprietors or inhabitants will donate the right of way, and grade the line; but no expenditure shall be made for this purpose, unless it is from the surplus earnings of the company, after providing for the payment of interest on all its mortgage debt, the sums due the Sinking Fund, and dividends on the preferred stock.

Fifth.—The immediate government and direction of the affairs of the company shall be vested in a board of nine directors; and after the present directors' time expires, they shall be chosen by the stockholders of said company, in the manner hereinafter provided, and shall hold their office until the next annual meeting of the company, or until others are duly elected, and qualified to take their place as directors.

The said directors shall elect one of their number president of the board, who shall also by virtue thereof be president of the company, and shall also elect a vice-president from one of their number. They shall also appoint a secretary, and such other officers or agents as the necessity or convenience of the company require.

A majority of the directors of the company shall constitute a quorum to do business, a less number may adjourn from time to time.

In all meetings of the stockholders of said Company each share shall entitle

the holder thereof to one vote, which vote may be given by said stockholder in person, or by lawful proxy; and the annual meeting of the stockholders of said Company for the choice of directors, shall be holden at such time and place, the month of April of each year, and upon such notice as said Company in their by-laws may prescribe; and if no regulation as to the time and place of the meetings of stockholders shall be made by the Company, then the directors shall appoint the same.

In case it shall so happen that an Election of directors shall not be made on the day appointed for that purpose, said Corporation shall not for that cause be dissolved, but said election may be had on any day to which the stockholders shall adjourn, or which shall be appointed by the directors. And said directors shall have power to fill any vacancy which may occur in their board by death, resignation, or otherwise.

The said directors shall have power to make and prescribe such by-laws, rules, and regulations as they shall deem proper and needful, touching the disposition and management of the stock, property, estate, and effects of said Company, not contrary to those established by the stockholders, or to this act, or to the laws of the State of Wisconsin or of the United States, the transfer of shares, the duties and conduct of their officers, agents, and servants, and all matters whatever which may appertain to the concerns of said Company.

Also, to petition and apply for any laws of the State of Wisconsin, in alteration thereof, and before the same becomes binding, shall submit the same to the stockholders for their approval.

Sixth. The signing of this certificate or articles of association is hereby declared to be a special meeting of the preferred stockholders, and a vote, and the assent of the preferred stockholders to borrow the money and to mortgage the road for the amount, as above set forth, and also to be a waiver of any notice required of the meeting on that subject.

Seventh. The certificate of stock issued by this Company, shall, upon their face, be made subject to all the terms and conditions of these articles of association.

Eighth. Upon the dissolution of this corporation, after the payment of all its debts, the remaining assets shall be divided among the different classes of stockholders, according to their preferences, that is to say, the first class preferred stock, excepting the scrip stock, shall be first paid in full, and then the second class preferred shall be paid in full, and the balance divided among the common stockholders pro rata. But this Corporation shall not be dissolved by any act of the Company, without an affirmative vote of two-thirds of each class of stockholders.

Ninth. These articles of association may be modified, altered, or amended at any annual or special meeting duly called, at which a majority in interest of each class of stockholders shall be present, and voting in the affirmative. But no stockholder shall become liable to pay any money by any such action, unless he shall have voted therefor or assented thereto.

Tenth. Annual meetings of the stockholders shall be held in the State of Wisconsin, in the month of April, in each year after 1861, which meeting shall be called by the directors, who shall specify the time and place for holding the same. And thirty days previous to any annual meeting the directors shall send through the post-office to each stockholder, to the address as shown by the Company's books, a full and specific statement of all the business, acts, and doings of the corporation up to the 1st day of January preceding.

In witness our hands at the City of Milwaukee, this 21st day of January, 1861.

L. P. Meyer
Allan Campbell
John Catlin
W. Small
Louis A. Von Hoffman.

Filed January 21st 1861 at 4 o'clock P.M.

John V Lewis
U S Marshal

To

Louis H Meyer
Louis H Vonhoffmann
William Schall
Allan Campbell &
John Catlin.

Deed.

To all to whom these Presents shall come: I, John V Lewis, Marshal of the United States in and for the District of Wisconsin, Sendeth Greeting:

Whereas, at a term of the District Court of the United States of America, for the District of Wisconsin, held at Milwaukee, in and for said district, it was, among other things, ordered, adjudged and decreed by the said Court in a certain cause then depending in the said Court, between Isaac Seymour, Trustee, Complainant, and the Milwaukee and Mississippi Rail Road Company, Thomas L. Ogden, The City of Milwaukee, William Gordon, John S. Bonnell, Carl G. Strubel, John H Tiley, Robert T. Bogert, L H Whittlesey, Sarah P. Sherman, Oliver Lockwood, Leland & Babcock, Orrin Bushnell, Simon Powers, Henry Richmann, Richard Fairchild, John Hoffman, Menomonee Locomotive Manufacturing Company, Israel Morris, Jacob Jones, Richard H. Deming, Joseph K Hunter, Andrew Rhuter, James L Howard, Charles E. Howard, Gustavus F Davis, George E Howard, Ira Sick, Henry A. Engell and Benjamin F Rapell, and defendants: that the Mortgaged Premises mentioned and set forth in the pleadings in the said cause, be sold by or under the direction of the Marshal of the District of Wisconsin, at public auction at the Post Office, in the City and County of Milwaukee, in the said District of Wisconsin, the said Marshal first giving twelve successive weeks public notice of the time and place of sale, according to the course and practice of this Court, and whereas, the said John V Lewis, the then Marshal, in pursuance of said order and decree of the said District Court of the United States, in equity did, on the eighteenth day of January, A. D, 1861, sell at Public Auction, at the Post Office in the City and County of Milwaukee, in the said District of Wisconsin, the said Mortgaged Premises hereinafter particularly described, having first given previous notice thereof, as required by the said order and decree, at which sale the said premises were struck off to Louis H. Meyer, Louis H Vonhoffmann, William Schall, Allan Campbell, and John Catlin, for the sum of Six Hundred thousand Dollars, —— cents; they being the highest and best bidders, and that being the highest sum bid for the same.

Now Know Ye, that the said John V. Lewis, Marshal of the United States in and for the District of Wisconsin aforesaid and the party of the first part to these presents, in order to carry into effect the said sale made as aforesaid, in pursuance of the said decree, and also by virtue of the Statute in such case made and provided, and in consideration of the premises, and of the sum of Six Hundred thousand Dollars, —— cents, paid by said Louis H. Meyer, Louis H. Vonhoffmann, William Schall, Allan Campbell and John Catlin, the said parties of the second part to these presents, to the said John

V Lewis, Marshal as aforesaid hath granted bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain and sell, alien, release and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the Rail Road of the Milwaukee and Mississippi Rail Road Company, lying in and between the City of Milwaukee on Lake Michigan, and the east bank of the Mississippi River, at Prairie du Chien, in the State of Wisconsin, including the right of way and land occupied by said Rail Road, together with the superstructure and track thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, and necessary depot grounds and buildings thereon, belonging to the Milwaukee and Mississippi Rail Road Company, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures, and all other personal property appertaining to said line of Road, and belonging to said Milwaukee and Mississippi Rail Road Company, together with the name and functions appertaining to the said Road, tolls, rents and income to be had or levied therefrom, and all corporate and other franchises, rights and privileges of the said Milwaukee and Mississippi Rail Road Company, of, in, to, or concerning the same; subject however to two certain mortgages upon the whole of said Rail Road as extends from the said City of Milwaukee to the Wisconsin River, both executed by the said Milwaukee and Mississippi Rail Road Company to Isaac Seymour, as Trustee, and executed one in the month of June 1852, and the other in the month of April, 1853, and also subject to a certain other mortgage dated June 1st, 1855, embracing the said premises, and commonly called the Sinking Fund Mortgage. Being all the property described in the mortgage upon which the said decree was entered; together with all and singular, the rights, titles, members, privileges, hereditaments and appurtenances, to the same belonging, or in any way appertaining. To have and to hold the said premises above described, and hereby intended to be granted and conveyed unto the said parties of the second part, their heirs and assigns, to their only proper use, benefit and behoof forever.

In Witness Whereof, the said Party of the First Part, Marshal of the United States, in and for the District of Wisconsin aforesaid, has hereunto set his hand and seal this Twenty first day of January, in the year of our Lord one thousand Eight hundred and sixty one.

Sealed and Delivered in presence of
Francis Henry
B K Miller

John V Lewis L. S.
Marshal

State of Wisconsin } ss
Milwaukee County } On this Twenty first day of January, A D, 1861, before me personally appeared, John V Lewis, Marshal of the United States, in and for the District of Wisconsin, known to me to be the person who executed this Conveyance, and acknowledged that he executed the same as his act and deed, for the purposes above mentioned.

Alfred L. Carey
Notary Public, Mil. Co. Wis.

Filed and Recorded January 22d } at 7 ½ o'clock P. M. 1861.

John H Lewis
United States
Marshal

To

Louis H Meyer
Louis A Von Hoffman
William Schall
Allen Campbell &
John Catlin.

Deed.

To all to Whom these Presents shall come I John H Lewis Marshal of the United States in and for the District of Wisconsin, Sendeth Greeting:

Whereas at a term of the District Court of the United States of America for the District of Wisconsin, held at Milwaukie, in and for said District, it was among other things, ordered, adjudged and decreed by the said Court, in a certain cause then depending in the said Court, between Isaac Seymour Fowler, Complainant, and the Milwaukie and Mississippi Rail Road Company, Thomas L Ogden The City of Milwaukie, William Jordan, John A Bowman, Levi S Strickler, Alexander McDonald, Albert Sherwin, John W Foley, Robert T Boggs, D K Whittlesey, Sarah J Sherman, Oliver Harwood Leland & Babcock, Hiram Bushnell, Simon Bowers, Henry Eichmann, Richard Fairchild, John Hoffman, Menomonee Locomotive Manufacturing Company, Israel Morris, Jacob P Jones, Richard H Downing, Joseph A Wheeler, Judson Wheeler, Phoenix Insurance Company, James L Howard, Charles E Howard, Gustavus F Davis, George E Howard, Ira Dick, Henry A Angell and Benjamin F Rapp, defendants: that the Mortgaged Premises Mentioned and set forth in the pleadings in the said cause, be sold by or under the direction of the Marshal of the District of Wisconsin, at public auction, at the Post Office, in the City and County of Milwaukie, in the said District of Wisconsin, the said Marshal first giving twelve days notice of the time and place of sale, according to the course and practice of this Court, and whereas, the said John H Lewis, the then Marshal, in pursuance of said order and decree of the said District Court of the United States, in equity, did, on the eighteenth day of January, A.D. 1861, sell at Public Auction, at the Post Office in the City and County of Milwaukie, in the said District of Wisconsin, the said Mortgaged Premises hereinafter particularly described, being first given previous notice thereof, as required by the said order and decree, at which sale the said premises were struck off to Louis H Meyer, Louis A Von Hoffman, William Schall, Allan Campbell, and John Catlin, for the sum of Six Hundred and twenty two thousand & two hundred Dollars —— cents, they being the highest and best bidders, and that being the highest sum bid for the same

Now Know Ye, that the said John H Lewis, Marshal of the United States in and for the District of Wisconsin aforesaid, and the party of the first part to these presents, in order to carry into effect the said sale made as aforesaid, in pursuance of the said decree, and also by virtue of the Statute in such cases made and provided and in consideration of the premises, and of the sum of Six Hundred and twenty two thousand and two hundred Dollars —— cents, paid by the said Louis H Meyer, Louis A Von Hoffman, William Schall, Allan Campbell

and John Catlin, the said parties of the second part to these presents, to the said John H Lewis, Marshall as aforesaid hath granted bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said parties of the second part, and their heirs and assigns forever, all of the Rail Road of the Milwaukie and Mississippi Rail Road Company, lying in and between the City of Milwaukie on Lake Michigan and the east bank of the Mississippi River at Prairie du Chien in the State of Wisconsin including the right of way and land occupied by said Road, together with the superstructure and track thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, necessary depot grounds and buildings thereon, belonging to said Milwaukie & Mississippi Rail Road Company, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures and all other personal property appertaining to said line of Road, and now belonging to the said Milwaukie & Mississippi Rail Road Company and all right Rights and interest therein, together with the rents and franchises appertaining to the said Road, tolls, rents or income to be had or levied therefrom, and all corporate and other rights, franchises and privileges of the said Company of, in to, or concerning the same, subject however to a certain mortgage or Deed of said Rail Road made by said Milwaukie & Mississippi Rail Road Company in June 1852 and April 1853, to secure Issue of bonds amounting in all to the sum of Three hundred and fifty thousand dollars. Being all the property described in the mortgage upon which the said decree was entered; together with all and singular, the rights, titles, members, privileges, hereditaments and appurtenances, to the same belonging or in any way appertaining To have and to hold to said premises above described, and hereby intended to be granted and conveyed unto the said parties of the second part their heirs and assigns, to their only proper use, benefit and behoof forever

In Witness Whereof, the said Party of the First Part, Marshal of the United States, in and for the District of Wisconsin aforesaid, has hereunto set his hand and seal the Twenty first day of January in the year of our Lord one thousand Eight hundred and sixty one

Sealed and Delivered in presence of

Francis Henry
B K Miller

John H. Lewis
Marshall

L S

State of Wisconsin
Milwaukie County ss.

On this Twenty first day of January A.D. 1861, before me personally appeared, John H Lewis, Marshall of the United States, in and for the District of Wisconsin, known to be the person who executed this Conveyance, and acknowledged that he executed the same as his act and deed, for the purposes above mentioned

Alfred L Carey
Notary Public
Mil. Co. Wis.

Filed and Recorded
January 22d 1861 at 7 3/4
o'clock P.M.

John H Lewis
U.S. Marshal

To

Louis H. Meyer
Louis A VonHoffman
William Schall
Allen Campbell &
John Catlin

Deed.

To all to whom these Presents shall Come _____ I John H. Lewis, Marshal of the United States in and for the District of Wisconsin, Sendeth Greeting:

Whereas, at a term of the District Court of the United States of America, for the District of Wisconsin, held at Milwaukee, in and for said district, it was, among other things, ordered, adjudged and decreed by the said Court in a certain Cause then depending in the said Court, between Isaac Seymour, Trustee, Complainant and the Milwaukee and Mississippi Rail Road Company, Thomas L Ogden, The City of Milwaukee, John H Bonesteel, Carl G Strubel, John H Tesley, Robert V. Bogert, Sarah F Sherman, Elisa Harwood, Leland A Babcock, Hiram Bushnell, Simon Powers, Henry Richmann, Richard Fairchild, John Hoffman, Menomonee Locomotive Manufacturing Company, Israel Morris, Jacob F. Jones, Richard H Downing, Joseph R Wheeler, Andrew Wheeler, James L Howard, Charles E Howard, Gustavus F Davis, George E Howard, Ira Peck, Henry A. Angell and Benjamin F. Russell, are defendants: that the Mortgaged Premises mentioned and set forth in the pleadings in the said cause, be sold by or under the direction of the Marshal of the District of Wisconsin, at Public Auction at the Post Office, in the City and County of Milwaukee, in the said District of Wisconsin, the said Marshal first giving twelve successive weeks public notice of the time and place of sale, according to the course and practice of this Court, and whereas, the said John H Lewis, the then Marshal, in pursuance of said order and decree of the said District Court of the United States, in equity, did on the eighteenth day of January, A.D. 1861, sell at Public Auction, at the Post Office in the City and County of Milwaukee, in the said District of Wisconsin, the said Mortgaged Premises hereinafter particularly described, having first given previous notice thereof, as required by the said order and decree, at which sale the said premises were struck off to Louis H. Meyer, Louis A VonHoffman, William Schall, Allan Campbell and John Catlin for the sum of Three Hundred and Eighty eight thousand and two hundred Dollars, — cents; they being the highest and best bidders and that being the highest sum bid for the same.

Now Know Ye, that the said John H Lewis, Marshal of the United States in and for the District of Wisconsin aforesaid and the party of the first part to these presents, in order to carry into effect the said sale made as aforesaid in pursuance of the said decree, and also by virtue of the Statute in such case made and provided, and in consideration of the premises and of the sum of Three hundred & eighty eight thousand two hundred Dollars, — cents, paid by the said Louis H. Meyer, Louis A. VonHoffman, William Schall, Allan Campbell and John Catlin, the said parties of the second part to these presents, to the said John H Lewis, Marshal as aforesaid, hath granted bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain and sell, alien, release and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following property of the Milwaukee and Mississippi Rail Road Company, that is to say, so much of their Rail Road as lies between the Rock River in the Township of Fulton and the east bank of the Wisconsin River in the County of Iowa, in the State of Wisconsin, including the right of way and land occupied by said Rail Road, together with the superstructure and tracks thereon and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, depot grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, fixtures and all other personal property appertaining to said portion of Road, right thereto and interest therein, together with the name and functions appertaining to the said portion of Road, tolls, rents or income to be had or levied therefrom, and all franchises, rights and privileges of the said Milwaukee and Mississippi Rail Road Company of, in, to or concerning the same. Also so much of the Road of the said Milwaukee and Mississippi Rail Road Company as lies between the City of Milwaukee and the East bank of the Rock River in the Township of Fulton in the State of Wisconsin including the right of way and land occupied by said Rail Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, depot grounds and buildings thereon, engines, tenders, cars, tools, material, machinery, fixtures and all other personal property with the name and functions appertaining to the said Road, tolls, rents or income to be had or levied therefrom, and all franchises, rights, and privileges of the said Milwaukee and Mississippi Rail Road Company of in to or concerning the same. The last described portion of said Road, however, being subject to a mortgage heretofore executed on said portion of said Road on the 15th day of June A.D. 1852; and also subject to a previous mortgage on the first twenty and one half miles of Road from Milwaukee to Waukesha for the sum of Seventy four thousand dollars; also all the right, title and interest which the Milwaukee and Mississippi Rail Road Company had on the 21st day of April 1853, or have since acquired in and to that portion of the Southern Wisconsin Rail Road lying East of the Eastern Bank of the Rock River, in the village or township of Janesville in Rock County, in said State of Wisconsin, being about Eight miles of Road, and now run and operated by the Milwaukee and Mississippi Rail Road Company and intersecting their said main line of Road in the Township of Milton, in said State; Being all the property described in the mortgage upon which the said decree was entered; together with all and singular the rights, titles, members, privileges, hereditaments and appurtenances, to the same belonging or in any way appertaining. To have and to hold the said premises above described, and hereby intended to be granted and conveyed unto the said parties of the second part their heirs and assigns, to their only proper use, benefit and behoof forever.

In Witness Whereof, the said Party of the First Part, Marshal of the United States, in and for the District of Wisconsin aforesaid, has hereunto set his hand and seal this Twenty first day of January, in the year of our Lord one thousand eight hundred and sixty one.

Sealed and delivered in presence of

Francis Henry
B R Miller

John H. Lewis
Marshal
(L.S.)

State of Wisconsin }
Milwaukee County } ss

On this Twenty first day of January A.D. 1861, before me personally appeared, John H. Lewis, Marshal of the United States, in and for the District of Wisconsin, known to me to be the person who executed this Conveyance, and acknowledged that he executed the same as his act and deed, for the (xxxxx xxxxx) purposes above mentioned.

Alfred L. Casey
Notary Public
Mil. Co. Wis.

Filed and Recorded January 22d 1861 at 7 3/4 o. clock A.M.

John H. Lewis
U. S. Marshal

To

Louis H. Meyer
Louis A. Von Hoffman
William Schall
Allen Campbell &
John Catlin

Deed.

To all to whom these Presents Shall Come: John H. Lewis, Marshal of the United States in and for the District of Wisconsin, Sendeth Greeting:

Whereas at a term of the District Court of the United States of America for the District of Wisconsin, held at Milwaukee, in and for said District, it was among other things ordered, adjudged and decreed by the said Court, in a certain cause then depending in the said Court, between George S. Coe Complainant, and the Milwaukee and Mississippi Rail Road Company, defendant; that the Mortgaged Premises mentioned and set forth in the pleadings in the said cause, be sold by or under the direction of the Marshal of the District of Wisconsin, at public auction, at the Post Office, in the City and County of Milwaukee, in the said District of Wisconsin, the said Marshal first giving twelve successive weeks public notice of the time and place of sale, according to the course & practice of the Court, and whereas, the said John H. Lewis the then Marshal, in pursuance of said order and decree of the said District Court of the United States, in equity did, on the eighteenth day of January, A.D. 1861, sell at Public Auction, at the Post Office in the City and County of Milwaukee, in the said District of Wisconsin, the said Mortgaged Premises hereinafter particularly described, having first given previous notice thereof, as required by the said order and decree, at which sale the said premises were struck off to Louis H. Meyer, Louis A. Von Hoffman, William Schall, Allen Campbell, and John Catlin, for the sum of Three Hundred and fifteen Thousand Dollars ($315.000) they being the highest and best bidders, and that being the highest sum bid for the same.

Now Know Ye, that the said John H. Lewis, Marshal of the United States, in and for the District of Wisconsin aforesaid and party of the first part to

these presents, in order to carry into effect the said sale made as aforesaid, in pursuance of the said decree, and also by virtue of the Statute in such cases made and provided and in consideration of the premises, and of the sum of Three Hundred and fifteen Thousand Dollars ($315.000) — unto paid by the said Louis H. Meyer, Louis A. Von Hoffman, William Schall, Allan Campbell and John Catlin, the said parties of the second part to these presents, to the said John H. Lewis, Marshal as aforesaid, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain and sell, alien, release and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following, present and in future to be acquired property of the said Milwaukee and Mississippi Rail Road Company, that is to say, so much of their Rail Road as is located between the City of Milwaukee and the East Bank of Rock River, in the State of Wisconsin aforesaid, including the right of way and land occupied by said Road, together with the superstructure and tracks thereon, and all iron rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, depot grounds and buildings thereon, engines, tenders, cars, tools, material, machinery, fixtures and all other personal property, rights thereto and interest therein, together with the name and functions appertaining to the said Road, tolls, rents and income to be had or levied thereupon, and all franchises, rights and privileges of the said Milwaukee and Mississippi Rail Road Company in, to or concerning the same. Being all the property described in the mortgage upon which the said decree was entered; together with all and singular, the rights, titles, members, privileges, hereditaments and appurtenances, to the same belonging or in any way appertaining. To have and to hold the said premises above described, and hereby intended to be granted and conveyed unto the said parties of the second part, their heirs and assigns, to their only proper use, benefit and behoof forever.

In Witness Whereof, the said Party of the First Part, Marshal of the United States, in and for the District of Wisconsin aforesaid, has hereunto set his hand and seal this Twenty first day of January, in the year of our Lord one thousand Eight Hundred and Sixty one.

Sealed and delivered in presence of

Francis Henry
E. K. Miller.

John H. Lewis
Marshal

L. S.

State of Wisconsin }
Milwaukee County } ss

On this Twenty first day of January A.D. 1861, before me personally appeared, John H. Lewis, Marshal of the United States in and for the District of Wisconsin, known to me to be the person who executed this Conveyance, and acknowledged that he Executed the same as his act and deed, for the purposes above mentioned.

Alfred L. Casey
Notary Public
Mil. Co. Wis.

Filed and Recorded Jany. 22d 1861 at 7 3/4 o. clock P.M.

John H Lewis
U S Marshal

To

Louis H Meyer
Louis H Von Hoffman
William Schall
Allen Campbell &
John Callin.

Deed.

To all to whom these Presents shall come: I John H. Lewis Marshal of the United States in and for the District of Wisconsin, Sendeth greeting:

Whereas at a term of the District Court of the United States of America, for the District of Wisconsin, held at Milwaukee in and for said district, it was among other things, ordered, adjuged and decreed by the said Court, in a certain Cause then depending in the said Court, between Isaac Sutphen, Trustee, Complainant, and the Milwaukee and Mississippi Rail Road Company, Thomas L Ogden, The City of Milwaukee, William Endicott, John F Tonnele, Carl Schneider, Alexander McDonald, Albert Sherwin, John W Foley, Robert L Begot, L K Whedbee, Sarah S. Sherman, Oliver Harwood, Leland A Babcock, Hiram Bushnell, Simeon Sewers, Henry Richmond, Richard Fairchild, John Hoffman, Wisconsin Locomotive Manufacturing Company, Israel Morris, Jacob Jones, Richard K Downing, Joseph K Wheeler, Andrew Wheeler, Phoenix Insurance Company, James D Howard, Charles E Howard, Gustavus G Davis, George E Howard, Ira Field, Henry A. Ansell and Benjamin F Ruffell are defendants: that the Mortgaged Premises mentioned and set forth in the pleadings in the said cause, be sold by or under the direction of the Marshal of the District of Wisconsin, at public auction at the Post Office, in the City and County of Milwaukee, in the said District of Wisconsin, the said Marshal first giving twelve successive weeks public notice of the time and place of sales, according to the course and practice of this Court, and whereas, the said John H Lewis, the then Marshal, in pursuance of said order and decree of the said District Court of the United States, in equity did, on the eighteenth day of January, A.D. 1861, sell at Public Auction, at the Post Office in the City and County of Milwaukee, in the said District of Wisconsin, the said Mortgaged Premises hereinafter particularly described, being first given personal notice thereof, as required by the said order and decree, at which sale the said premises were struck off to Louis H Meyer, Louis H Von Hoffman, William Schall, Allen Campbell and John Callin, for the sum of Three Hundred and Forty thousand Dollars they being the highest and best bidders and that being the highest sum bid for the same.

Now Know Ye, that the said John H Lewis, Marshal of the United States in and for the District of Wisconsin aforesaid and the party of the first part to these presents, in order to carry into effect the said sale made as aforesaid, in pursuance of the said decree, and also by virtue of the statute in such cases made and provided, and in consideration of the premises, and of the sum of Three Hundred and Forty thousand Dollars, paid by said Louis H Meyer, Louis H Von Hoffman, William Schall, Allen Campbell and John Callin, the said parties of the second part to these presents, to the said John H Lewis Marshal as aforesaid, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain and sell, alien release and confirm unto the said parties of the second part, and their heirs and assigns forever, all of the Rail Road of the said Milwaukee and Mississippi Rail Road Company, lying in and between the City of Janesville and the east bank of the Mississippi River in the State of Wisconsin, and formerly known as the Southern Wisconsin Line of Rail Road, including the right of way and land occupied by said Road, between the said points, together with the superstructure and fixtures thereon, and all rails and other materials used therein, bridges, viaducts, culverts, fences, equipments, and necessary depot grounds and buildings thereon, belonging to said Milwaukee and Mississippi Rail Road Company, and all rolling stock, engines, tenders, cars, tools materials, machinery, fixtures and all other personal property appertaining to said Line of Road, and now belonging to the said Milwaukee and Mississippi Rail Road Company from Janesville to the Mississippi River, and all right, titles and interest therein, together with the same and franchises appertaining to said Road from Janesville to the Mississippi River, tolls, rents and income to be had or levied therefrom, and all corporate and other rights, franchises and privileges of the said Company of, in, to or concerning the same. Being all the property described in the Mortgage upon which the said decree was entered; together with all and singular, the rights, titles, members, privileges, hereditaments and appurtenances, to the same belonging, or in any way appertaining, To have and to hold the said premises above described, and hereby intended to be granted and conveyed unto the said parties of the second part, their heirs and assigns, to their only proper use, benefit and behoof forever.

In Witness Whereof, the said Party of the First Part, Marshal of the United States, in and for the District of Wisconsin aforesaid, has hereunto set his hand and seal this Twenty first day of January, in the year of our Lord one thousand eight hundred and sixty one.

Sealed and delivered in presence of
Francis Kenny
R K Millen

John H Lewis
Marshal

L S

State of Wisconsin }
Milwaukee County } ss. On this Twenty first day of January, A.D. 1861 before me personally appeared John H Lewis, Marshal of the United States, in and for the District of Wisconsin, known to me to be the person who executed this Conveyance, and acknowledged that he executed the same as his act and deed, for the purposes above mentioned.

Alfred L Kenny
Notary Public

Filed and Recorded January 22d 1861 at 4 3/4 o clock P.M.

Mil Co. Wis.

Deed

Louis K Meyer
Louis K Von Hoffman
William Schall
Allen Campbell &
John Catlin

To

The Milwaukee and
Prairie du Chien
Railway Company.

This Indenture, Made and entered into this twenty first day of January, in the year of our Lord one thousand Eight hundred and sixty one, Between Louis K Meyer, Louis K Von Hoffman, William Schall, Allan Campbell, of the State of New York, and John Catlin of the State of Wisconsin, parties of the first part, and the Milwaukee and Prairie du Chien Rail Way Company party of the second part; Witnesseth: That the said parties of the first part, for and in consideration of the sum of one dollar to them in hand paid and for other divers good and valuable considerations moving from said party of the second part; that is to say, two million four hundred and fifty-six thousand dollars of its bonds; thirty six thousand four hundred and fourteen shares of its first class preferred stock; ten thousand eight hundred and sixty eight shares of its second class preferred stock and twenty-seven thousand six hundred and eighteen shares of its common stock; the receipt whereof is hereby acknowledged and confessed, have given, granted, bargained, sold, remised, released, assigned, transferred, set over and conveyed, and by these presents do give, grant, bargain, sell, remise, release, assign, transfer, set over and convey unto the said party of the second part their successors and assigns, forever: All of the property franchises and effects heretofore known as belonging to the Milwaukee and Mississippi Rail Road Company, and more particularly described as follows that is to say all of the Rail Road of the Milwaukee and Mississippi Rail Road Company, lying in and between the City of Milwaukee on Lake Michigan and the East bank of the Mississippi River at Prairie du Chien, in the State of Wisconsin, including the right of way and land occupied by said Rail Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, and necessary depot grounds and buildings thereon, formerly belonging to said Milwaukee and Mississippi Rail Road Company, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures, and all other personal property appertaining to and interest thereon, together with the name and functions appertaining to the said Road, tolls, dues or income to be had or levied thereupon, and all corporate and other rights, franchises, and privileges of the said Company, of, in to or concerning the same. Also, all that part of said Milwaukee and Mississippi Rail Road, as lies between the township of Milton, in the County of Rock, in the State of Wisconsin, at the point of intersection with the main line of said Road and the City of Janesville, in said County of Rock, including the right of way and land occupied by said Rail Road, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments, depot grounds and buildings thereon, engines, tenders, cars, tools, material, machinery, fixtures and all other personal property, with the name and functions appertaining to the said Road, tolls, rents or income to be had or levied therefrom, and all franchises rights and privileges formerly belonging to the said Milwaukee and Mississippi Rail Road Company of, in or concerning the same.

Also, all of the said Rail Road of the Milwaukee and Mississippi Rail Road Company, lying in and between the City of Janesville and the east bank of the Mississippi River in the State of Wisconsin, and formerly known as the Southern Wisconsin Line of Rail Road, including the right of way and land occupied by said Road, between the said points, together with the superstructure and tracks thereon, and all rails and other materials used thereon, bridges, viaducts, culverts, fences, equipments and necessary depot grounds and buildings thereon, formerly belonging to said Milwaukee and Mississippi Rail Road Company, and all rolling stock, engines, tenders, cars, tools, materials, machinery, fixtures and all other personal property appertaining to said line of Road, and formerly belonging to the said Milwaukee and Mississippi Rail Road Company from Janesville to the Mississippi River, and all right thereto and interest thereon, together with the name and functions appertaining to said Road, from Janesville to the Mississippi River, tolls, rents and income to be had or levied therefrom, and all corporate and other rights, franchises and privileges, formerly belonging to the said Company of, in, to or concerning the same. Being the same property conveyed by John H Lewis, Marshal of the United States, for the District of Wisconsin to the said parties of the first part; by five certain deeds of conveyance, bearing even date herewith.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part their successor and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

And[w] E. Elmore
W[m] Tainter.

L K Meyer (Seal)
Louis K Von Hoffman (Seal)
By his attorney in fact L K Meyer
William Schall (Seal)
Allen Campbell (Seal)
John Catlin (Seal)

State of Wisconsin }
County of Milwaukee } ss. On the twenty first day of January A.D. 1861, came before me Louis K Meyer, Louis K Von Hoffman, Louis K Meyer his attorney in fact, William Schall, Allan Campbell and John Catlin, the above named grantors and acknowledged the execution of the foregoing deed, freely and voluntarily, for the uses and purposes therein mentioned.

B W. Edgerton
Notary Public
Milwaukee County.

Filed and Recorded Jany 22d 1861.
at 7¾ o'clock P.M.

Milwaukee & Mississippi Rail Road Company.

Second Mortgage to

City of Milwaukee.

Assignment.

Know all men by these presents that the City of Milwaukee for the purpose of fully complying with and carrying out the agreement of the bondholders of the Milwaukee & Mississippi Rail Road Company and other interested parties for the purchase of the Rail Road of that Company and the organization of a new Company dated July 30th 1860 as aforesaid modified so as to give to the City $200.000 of Common Stock as well as $5 Ct.000 and accrued interest thereon in 2d preferred Stock in the new company in lieu of her claims against liens upon the old Company and in consideration of one dollar to her paid the receipt whereof is hereby confirmed doth hereby assign and transfer to John Catlin, John Wilkinson, William Schall, Louis Von Hoffman, L H Mayer and Allan Campbell the trustees elected under said bondholders agreement the foregoing and within mortgage recorded in Book of Rail Road Mortgages in office of the Secretary of State of State of Wisconsin Oct. 2d 1860 on pages 518. 519. 520 & 521. with the bond of the Company to the City therein mentioned hereby giving to the said Six trustees the same rights and remedies therein as the city has or may have

Signed Sealed and delivered at Milwaukee on the 17th day of January A.D. 1861

In Presence of

D.G. Jones.

J.C. Whaling.

Francis Huebschmann
John Lockwood.
John Plankinton
Committee.

L.S.
L.S.
L.S.

State of Wisconsin }
Milwaukee County } ss

On this 17th day of January A.D. 1861 came before me John Lockwood, Francis Huebschmann, and John Plankinton to me known to be the persons who executed the foregoing assignment and acknowledged that they as a Committee of the Common Council executed the same freely as the free act and deed of the City of Milwaukee.

D.G. Jones
Notary Public
Milwaukee Co. Wis.

Filed for record January 26 1861
at 12 o'clock M.

This Indenture made this fifteenth day of September in the year of our Lord one thousand eight hundred and sixty-eight between the Milwaukee and St Paul Railway Company, of the first part, and the Wisconsin Railroad Farm Mortgage Land Company, party of the second part, Witnesseth:

Whereas the Congress of the United States, by an act approved June 3d 1856, entitled "an act granting public lands to the State of Wisconsin, to aid in construction of railroads in said State", granted to the State of Wisconsin certain lands to aid in the construction of a railroad from Madison, or Columbus, (by way of Portage City) to the St Croix River or Lake.

And Whereas the legislature of said state of Wisconsin, subsequently passed an act, approved October 11th 1856, entitled "an act to grant certain lands to the La Crosse and Milwaukee Railroad Company, and to execute the trust created by an act of Congress entitled "an act granting public lands to the state of Wisconsin to aid in the construction of railroads in said state", approved June 3d 1856, by which said state of Wisconsin, granted to the La Crosse and Milwaukee Railroad Company all of said lands so granted by the said Congress of the United States to the said State of Wisconsin for the purpose of aiding in the construction of a railroad from Madison or Columbus by the way of Portage City to the St Croix River or Lake, between townships twenty-five and thirty-one, and from there to the west end of Lake Superior and to Bayfield, together with all and singular, the rights, privileges and immunities, either present or prospective, conferred or intended to be conferred by the said act of Congress—

And, Whereas, the said La Crosse and Milwaukee Railroad Company, after the passage of said last mentioned act, and on the same day, duly accepted the same by a resolution adopted by the Board of Directors of said Company, a copy of which certified by the Secretary of said Company, under its corporate seal was on the same day deposited in the office of the Secretary of State—

And, Whereas, the said La Crosse and Milwaukee Railroad Company, afterwards and on the 31st day of December, 1856, for the purpose of borrowing money to make it to build said railroad, issued its bonds secured by a deed of trust, executed by said Railroad Company, covering its line of proposed road from Madison by way of Portage City to St Croix River or Lake, and in and by said deed of trust, said La Crosse and Milwaukee Railroad Company conveyed to Green C. Bronson, James T. Lotter & Shepherd Knapp, Trustees therein named, all such interest as said Railroad Company had then acquired, or might thereafter acquire in all the lands granted to said Railroad Company by the said act of the Legislature of the State of Wisconsin, approved October 11th 1856, entitled "An act to grant certain lands to the La Crosse and Milwaukee Railroad Company, and to execute the trust created by an act of Congress entitled "an act granting certain lands to the state of Wisconsin to aid in the construction of railroads in said state," approved June 3d 1856, so far as the lands granted by said act of the Legislature are applicable to the construction of the road of said Railroad Company from Madison by way of Portage City to the St Croix River or Lake—

And Whereas said La Crosse and Milwaukee Railroad Company subsequently built and completed sixty-one miles of said Railroad, to wit; from Portage City to Tomah in the State of Wisconsin, but never received any title to or conveyance of said lands or any portion thereof, except as above specified— And Whereas; the party of the first part subsequently, and in the year One thousand eight hundred and sixty-four, built and completed twenty-eight miles of said Railroad from Columbus

to Portage City in the State of Wisconsin, but never received any title to or conveyance of any of said lands except as above recited.

And Whereas, said La Crosse and Milwaukee Railroad Company subsequently made default in the payment of the interest on said bonds so, as aforesaid, issued by said La Crosse and Milwaukee Railroad Company and secured by said deed of trust so as aforesaid given by said last named company to said Jason C. Benson, James T. Gardner, Shepherd Knapp, trustees, and thereupon said trustees filed their bill of complaint for the foreclosure of said deed of trust in the District Court of the United States for the District of Wisconsin on the fifth day of December, 1859, wherein said trustees were named as complainants, and the said La Crosse and Milwaukee Railroad Company and others as defendants, and a subpoena to appear and answer in said cause was duly issued out of and under the seal of said court commanding said defendants on a certain day therein named to be and appear in said court and answer said bill of complaint which was duly served upon defendants in said bill named, and that thereupon such proceedings were had in said court, that a decree of foreclosure and sale of said deed of trust was made, and by virtue thereof the Marshal of the United States for the District of Wisconsin on the 25th day of April 1863, did sell and convey all the interest of the La Crosse and Milwaukee Railroad Company in and to said lands to William E. White and William Wallace Pratt, which sale was afterward duly confirmed by the Circuit Court of the United States for the District of Wisconsin, to which last named court the jurisdiction of said cause had been transferred by operation of law.

And Whereas, the said William E. White and William Wallace Pratt, subsequently and on the 5th day of May, 1863, by indenture of deed, conveyed to said Milwaukee and St Paul Railway Company, the party of the first part, all the right, title and interest which they had acquired by virtue of said Marshal sale of, in and to all the lands; so, as aforesaid, granted by Congress to the state of Wisconsin and by the said act of October 11th 1850, granted to said La Crosse and Milwaukee Railroad Company.

Now, Therefore, The said party of the first part, in consideration of one dollar to it in hand paid, the receipt whereof is hereby acknowledged, has granted, quit-claimed and released, and by these presents does grant, quit claim and release unto the said party of the second part, and to its successors and assigns forever, all the right, title, interest or claims of the said party of the first part, of, in and to the whole and every part of the lands so, as aforesaid, granted by the Congress of the United States to the state of Wisconsin, to aid in the construction of railroads in said state by the act approved June 3rd 1856, and by the said state of Wisconsin granted to the said La Crosse and Milwaukee Railroad Company by "an act to grant certain lands to the La Crosse and Milwaukee Railroad Company and other purposes, approved October 11th 1850,

In testimony whereof the party of the first part has caused its corporate seal to be hereto affixed and these presents subscribed by its president and attested by its secretary the day and year first above written.

In presence of
John W. Cary
John Johnston

Milwaukee and St. Paul Railway Company Incorporated 1863.

For the Mil. & St. Paul Ry Co.
Alex Mitchell
Pres.

Attest
Hanson Cary
Secretary.

United States of America
State of Wisconsin and } ss.
City & County of Milwaukee.

Be it known that on the fifteenth day of September, in the year of our Lord one thousand eight hundred and sixty-eight, before me the undersigned, residing in the city of Milwaukee, a Notary Public in and for said city and county, and duly authorized to administer oaths and take acknowledgments of deeds therein; personally appeared Alexander Mitchell, president, Hanson Cary, secretary of the Milwaukee and St. Paul Railway Company, to me personally known to be the persons described in and who executed the foregoing instrument, and the said Alexander Mitchell being duly sworn, did depose and say that he resides in the city of Milwaukee, state of Wisconsin, and that he is the president of the Milwaukee & St Paul Railway Company and that he knows the corporate seal thereof, and that the seal affixed to the foregoing instrument is the common and corporate seal of the said Company, and was affixed thereto by authority of the Board of Directors thereof; and he as president and Hanson Cary as secretary, subscribed their names thereto by the like authority, and that the said Hanson Cary is the secretary of the said Company, and the said Alexander Mitchell and Hanson Cary severally acknowledged the execution of said instrument on behalf of and as the act and deed of said Milwaukee and St Paul Railway Company for the use and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my seal of office as Notary Public at my office in the city of Milwaukee, the day and year first above written.

Notary Public seal

John Johnston
Notary Public
Milwaukee Co.
Wisconsin.

Recorded February 26th 1875.

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY	DATE
Secretary of State	1924
DIVISION	**REEL NUMBER**
	1
RECORD SERIES	**DISPOSAL AUTHORIZATION NUMBER**
Railroad Mortgages	414.53

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas [illegible]

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER	REDUCTION RATIO	DISPOSAL AUTHORIZATION NUMBER
1	20:1	414.53
CAMERA (TYPE)	**(MODEL)**	**(SERIAL NUMBER)**
Recordak	1-D-4	342

TITLE OF RECORD SERIES

Railroad Mortgages

AGENCY

Sec. of State

I certify that I have on this day of 8-, 1924, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH	ROLL ENDS WITH
Vol 1	Vol 1
	CAMERA OPERATOR